

**AGREEMENT**

**between**

**THE PROVINCE OF MANITOBA**

**and**

**THE LEGAL AID MANITOBA**

**- and -**

**THE LEGAL AID LAWYERS' ASSOCIATION**

**2006 - 2010**

2006 - 2010

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THIS AGREEMENT made this \_\_\_\_\_ day of \_\_\_\_\_ A.D. 2008

BETWEEN:

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

OF THE FIRST PART

- and -

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

OF THE SECOND PART

### **INTERPRETATION**

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

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

- (j) "Position" means a position of employment with Legal Aid Manitoba, the person employed for which is a member of the bargaining unit.
- (k) "Regulation" means a regulation under the Civil Service Act.
- (l) "Society" means the Legal Aid Manitoba.

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

### **DURATION OF AGREEMENT**

- 2:01 This Agreement shall become effective from and including the eighteenth (18) day of March, 2006, and shall continue in effect up to and including the twenty-sixth (26) day of March, 2010, 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, 2010, and in the case of termination given as aforesaid, this Agreement shall terminate on the twenty-sixth (26) day of March, 2010. If notice for revision or termination of this Agreement is not made by the first (1st) day of January, 2010, this Agreement will continue in full force and effect for a further twelve (12) months.
- 2:02 If notice is given for revision of this Agreement as aforesaid, the Association and Government agree that they shall deliver each to the other by the thirty-first (31st) day of January, 2010 their respective proposals for the revision of the Agreement and that such proposals for any alterations or amendments to the Agreement shall be in writing.
- 2:03 Upon notice being given by any of the parties hereto under the above clause, each party agrees to commence negotiations within twenty (20) working days from the date the proposals are exchanged.
- 2:04 All additions, deletions, amendments, and/or revisions from the previous agreement to this agreement shall be effective the first day of the bi-weekly pay period following the date of signing of this Agreement unless otherwise agreed.

### **APPLICATION OF AGREEMENT**

- 3:01 The terms of this Agreement shall apply to persons employed in positions with the Legal Aid Manitoba who are within the bargaining unit of the Legal Aid Lawyers' Association and are appointed in virtue of and under Section 17 of The Civil Service Act with the exception of:
- (a) those persons appointed to and forming part of the Senior Management Committee of Legal Aid Manitoba; and
  - (b) the Area Director for the City of Winnipeg in the Province of Manitoba and the Legal Director in the Province of Manitoba.

- 3:02 All pay and benefit provisions in the Agreement have been negotiated with the specific understanding that the provisions are not discriminatory.

### **MANAGEMENT RIGHTS**

- 4:01 All the functions, rights, personnel pay practices, powers and authority which the government has not specifically abridged, delegated or modified by this Agreement are recognized by the Association as being retained by the Government.

### **PAY**

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

### **PERFORMANCE EVALUATION**

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

### **RESIGNATION AND TERMINATION**

- 7:01 The employee shall give written notice of resignation at least eight (8) weeks before the date of resignation and shall specify the last date upon which he will perform his regular duties. If an employee fails to give written notice of resignation at least eight (8) weeks before the date of resignation, the employee may be required to pay up to an amount equal to the equivalent number of weeks of deficient notice.
- 7:02 The employee agrees to return all equipment, keys, identification, and materials belonging to the employer prior to or at the termination date.

- 7:03 The effective date of a resignation shall be the last day upon which an employee is present at work and performs his regular duties except where an employee is absent by reason of legitimate illness.
- 7:04 No employee shall be dismissed without just cause.
- 7:05 Subject to Section :06, the employing authority shall give a written notice of termination to each employee who has been terminated at least one full pay period before the date upon which the termination is to become effective; but the Labour Relations Division may authorize the employing authority, in lieu of the notice of termination required by this Section, to pay the employee an amount equal to the amount of wages or salary that he would have earned if he had been given the full notice of termination.
- 7:06 Section :05 does not apply to an employee who is dismissed for disciplinary reasons.

#### **SEVERANCE PAY**

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

8:04 In addition to the severance pay set out in Section 9:01, employees who retire in accordance with the provisions of The Civil Service Superannuation Act will also be eligible for the following severance pay:

- (a) for employees with twenty (20) or more years of accumulated service, an additional two (2) weeks' pay;
- (b) for employees with twenty-five (25) or more years of accumulated service, two (2) weeks' pay in addition to the amount in Subsection (a);
- (c) for employees with thirty (30) or more years of accumulated service, two (2) weeks' pay in addition to the amount in Subsections (a) and (b); and
- (d) for employees with thirty-five (35) or more years of accumulated service, two (2) weeks' pay in addition to the amounts in Subsections (a), (b), and (c).

### **CONDUCT OF EMPLOYEES**

9:01 Each employee shall observe standards of behaviour consistent with his functions and role as a public servant and as a member of the Law Society of Manitoba and in compliance with the terms of this Agreement and the employee shall observe his oath of office and oath of allegiance where he has taken an oath of allegiance.

9:02 Where an employee is absent without leave for a period of two (2) weeks, he shall be considered to have abandoned his position and shall be deemed to have been terminated on the last day on which he was present at work and performed his regular duties.

### **DISCIPLINARY ACTION**

10:01 Where the Deputy Director believes that disciplinary action of an employee is necessary, he may recommend to the employing authority such disciplinary measures including suspension or termination for just cause as are deemed advisable under the circumstances.

10:02 Where a recommendation for disciplinary action has been made to the employing authority, the employing authority may:

- (a) implement the recommended disciplinary action;
- (b) vary the recommended disciplinary action;
- (c) where it is determined that no disciplinary action should be taken, advise the supervising attorney and employee of that decision.

10:03 Where an employee is suspended by the Manitoba Law Society and as a result is incapable of performing his regular responsibilities with Legal Aid Manitoba during the period of suspension, subject to Section :04, Legal Aid Manitoba shall not be required to maintain the employee's salary during the period of suspension.

10:04 Where a suspension by the Manitoba Law Society as referred to in Section :03 has been effected and provided that no further or similar disciplinary action has been taken by the employing authority, an employee so suspended shall have the option of taking his earned vacation credits during the period of suspension.

### **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.

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

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

**Step 2:** (a) For any grievance which is arbitrable as set forth in Section :01(b), if no settlement is reached at Step 1, the employee, Association representative or both shall, within five (5) working days, submit the grievance in writing to the Chairman of the Board who shall issue his decision in writing to the employee within fifteen (15) working days following the receipt of the grievance.

(b) On any grievance which is non-arbitrable as set forth in Section :01(a), the employee may, within five (5) working days after the decision at Step 1, submit the grievance to the Board who may delegate at its option its function to the Personnel Committee. The Board or its designee shall hold a hearing on the grievance

with representation being heard from both parties and the decision thereon shall be final and binding.

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

11:03 The Arbitration Procedure shall be as set forth in Article 12, Sections :01 to :09 of this Agreement.

11:04 Any employee, after advising the Association, may abandon a grievance by giving written notice to the Executive Director.

11:05 The Association shall have the right to initiate a group grievance at Step 2 of the Grievance Procedure in respect to any matter that is grievable as set forth in Section :01.

11:06 Where an employee and/or the Association fails to initiate or process a grievance within the prescribed time limits, the grievance will be deemed to have been abandoned and all rights of recourse to the grievance procedure for that particular grievance shall be at an end.

11:07 Subject to Section :08, should the employer fail to respond to a grievance within the prescribed time limits, the employee and/or Association may proceed with the grievance to the next step in the procedure.

11:08 The time limits as stated herein may be extended by mutual agreement of the employee or Association representative and the employing authority. An extension, if requested, shall not be unreasonably withheld.

11:09 All settlements arrived at shall be final and binding upon the employing authority and the Association and the employee or groups of employees concerned.

### **GRIEVANCE/ARBITRATION PROCEDURE**

12:01 Where a difference arises between the parties hereto relating to the interpretation or application of this Agreement, including any question as to whether the matter is arbitrable or where an allegation is made that this Agreement has been violated, either of the parties may, within five (5) working days after exhausting the grievance procedure established by Article 11 of this Agreement, notify the other party in writing of its desire to submit the difference or allegation to arbitration, and the said notice shall contain the 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 last of them, select a third member who shall be the Chairman. Should the two (2) appointed arbitrators fail to agree upon a Chairman 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 Chairman.
- 12:04 The Arbitration Board shall then hear the matter and determine the difference or allegations and shall issue a decision, which decision shall be final and binding upon the parties and upon any employee or employees affected by it.
- 12:05 The provisions contained in subsection (3) of Section 121 of The Labour Relations Act (R.S.M. 1972, c.75) shall be deemed to be included "mutatis mutandis" in this Agreement.
- 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 Chairman 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 Chairman of the Arbitration Board. Proceedings of the Arbitration Board will be expedited by the parties thereto.
- 12:09 Where the parties agree in writing, a single arbitrator, mutually agreed to in writing, may be appointed and the single arbitrator shall constitute the Arbitration Board. The parties shall jointly bear the expense of the single arbitrator.
- 12:10 The Arbitration Board Hearings shall not be open to the public unless the parties mutually agree that such hearings shall be open to the public.

**HOURS OF WORK**

- 13:01 Hours of work shall be such as to satisfy the normal expectations of the position as determined by a reasonably assigned workload.
- 13:02 Where, under special circumstances, an employee is required to work excessive periods of time beyond the normal expectations or requirements of the position, the Executive Director may approve reasonable time off with pay on the recommendation of the authorized supervisor.

**VACATION LEAVE**

- 14:01 For the purposes of this Agreement, a vacation year is the period beginning on the first (1st) day of April and ending on the thirty-first (31st) day of March next following.
- 14:02 Vacation leave credits are calculated based on accumulated service. In addition, for purposes of calculation of vacation credits only, an employee shall be considered to have earned accumulated service in accordance with the following:
- (a) where an employee is absent due to injuries or disabilities for which compensation is paid under The Workers Compensation Act, vacation leave shall accumulate as if the employee were not absent, but the extent of such accumulation shall not continue beyond twelve (12) consecutive calendar months from the date the injury or disability occurred;
  - (b) full-time employees will receive vacation credits during approved leaves of absence without pay up to a maximum of forty (40) hours in a vacation year.
- 14:03 Employees shall earn vacation credits during each vacation year on the following basis:
- (a) Employees who have completed less than two (2) calendar years of service, shall earn vacation credits at the rate of a maximum of fifteen (15) credits for 1,885 hours of accumulated service to be taken in the vacation year following the vacation year in which the vacation is earned;
  - (b) Commencing from the beginning of the vacation year in which two (2) calendar years of service will be completed, employees shall earn vacation credits at the rate of a maximum of twenty (20) credits for 1,885 hours of accumulated service to be taken in the vacation year in which three (3) calendar years of service are completed and yearly thereafter;
  - (c) Commencing from the beginning of the vacation year in which nine (9) calendar years of service will be completed, employees shall earn vacation credits at the rate of a maximum of twenty-five (25) credits for 1,885 hours of accumulated service to be taken in the vacation year in which ten (10) calendar years of service are completed and yearly thereafter;
  - (d) Commencing from the beginning of the vacation year in which nineteen (19) calendar years of service will be completed, employees shall earn vacation credits at the rate of a maximum of thirty (30) credits for 1,885 hours of accumulated service to be taken in the vacation year in which twenty (20) calendar years of service are completed and yearly thereafter;

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

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

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

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

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

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

(d) With the approval of the Commission, the employing authority may authorize that vacation leave of up to ten (10) days be carried forward to the next following year to supplement the vacation period of that year, but in no case will the vacation carry-over be allowed for more than one (1) consecutive year nor will temporary assistance be supplied as a result of this absence.

14:07 (a) Where an employing authority finds it necessary to restrict the whole or part of the vacation leave of an employee, the employing authority, after submitting a statement setting out the reasons and the circumstances giving rise to the restriction may, subject to the approval of the Commission, authorize payment of salary in lieu of vacation, and in addition to all other amounts due such employee, the salary to be calculated in the case of an employee other than an employee paid on an hourly or daily basis in any bi-weekly period, at the daily rate for each day of vacation, such pay not to be subject to deduction of pension fund contributions or life insurance contributions.

(b) An employee whose vacation leave has been restricted may, in lieu of receiving additional pay under subsection (a), subject to subsections (d) and (f) of Section :05, elect to postpone his unexpended vacation leave until the next following year.

14:08 Where an employee dies, the employee's estate shall receive the employee's accumulated vacation credits.

### **SICK LEAVE**

15:01 Legal Aid Manitoba may grant sick leave with pay to an employee.

15:02 The sick leave to which an employee is entitled shall accumulate:

- (a) during the first four (4) years of calendar service, at the rate of 3.625 hours for each 72.5 hours of accumulated service;
  
- (b) after the first four (4) years of calendar service, at the rate of 7.25 hours for each 72.5 hours of accumulated service.

15:03 Subject to Sections :04 and :05, sick leave shall not accumulate beyond two hundred and eight (208) working days.

15:04 Legal Aid Manitoba 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 (1,508 hours) of sick leave with pay during this years of service, an additional period of sick leave with pay, which additional sick leave will increase his total sick leave for all his years of service to not more than two hundred and twelve (212) working days (1,537 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 (1,537 hours) of sick leave during this years of service, an additional period of sick leave with pay which additional sick leave will increase his total sick leave for all his years of service to not more than two hundred and forty (240) working days (1,740 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 (1,740 hours) of sick leave during this years of service, an additional period of sick leave with pay which additional sick leave will increase his total sick leave for all his years of service to not more than two hundred and eighty (280) working days (2,030 hours).

15:05 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 :04.

15:06 An employee who has been absent on sick leave with pay, upon returning to work, shall continue to accumulate sick leave up to a maximum of two hundred and eight (208) working days (1,508 hours) in accordance with Sections :02 and :03.

15:07 An employee shall accumulate sick leave credits from the date of commencement of employment.

15:08 Sick leave shall not be taken in advance of when it is earned.

15:09 Sick leave shall not accumulate during periods when an employee is absent on sick leave and/or absent on Workers' Compensation for a period of more than ten (10) consecutive working days

15:10 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. 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.

### **MATERNITY LEAVE**

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

#### **Plan A**

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

- a) have completed seven (7) continuous months of employment for or with the Government;
- b) submit to the employing authority an application in writing for leave under Plan A at least four (4) weeks before the day specified by 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 day of her delivery.

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

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

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

- 16:05 a) An employee who has been granted Maternity Leave shall be permitted to apply up to a maximum of 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 reaccumulation of the number of sick days granted under subsection (a), the employee shall compensate the employer for the balance of the outstanding days at the time of termination. Approved sick leave with pay granted during the period of return shall be counted as days worked.

### **Plan B**

16:06 Effective the latter of:

- a) the bi-weekly pay period following the date of signing, or
- b) the date a Supplementary Employment Benefit Plan (SUB) is approved for implementation by the Human Resources and Development Canada (H.R.D.C.) and limited to Maternity Leaves commencing on or after that date, the provisions of Plan B will come into effect.

16:07 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 unemployment insurance benefits and that the H.R.D.C. has agreed that the employee has qualified for and is entitled to such Unemployment Insurance benefits pursuant to Section 22, Employment Insurance Act.

16:08 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.

- 16:09 An employee who qualifies is entitled to a Maternity Leave consisting of:
- a) a period not exceeding seventeen (17) weeks if delivery occurs on or before the date of delivery specified in the certificate mentioned in Section :07(c); or
  - b) a period of seventeen (17) weeks plus an additional period equal to the period between the date of delivery specified in the certificate mentioned in Section :07(c) and the actual date of delivery, if delivery occurs after the date mentioned in that certificate.
  - c) The Commission may vary the length of Maternity Leave upon proper certification by the attending physician, and recommendation by the employing authority.
- 16:10 During the period of Maternity Leave, an employee who qualifies 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 E.I. benefits the employee is eligible to receive and ninety-three percent (93%) of her weekly rate of pay.
  - c) all other time as may be provided under Section :09 shall be on a leave without pay basis.
- 16:11 Plan B does not apply to term employees or employees subject to lay-off.
- 16:12 During the period of Maternity Leave, benefits will not accrue. However, the period of Maternity Leave will count as service towards eligibility for Long Service Vacation and Long Service Sick Leave Entitlement.

### **PATERNITY/ADOPTIVE LEAVE**

- 17:01 A male employee may be granted up to a maximum of one (1) day's 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 or adoption 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.
- 17:02 An employee may be granted up to a maximum of one (1) day's leave with pay to attend to needs directly related to the adoption of the child. Such leave may be granted on the day of, or the day following, or such other day as may be mutually agreed.

### **PARENTAL LEAVE**

- 18:01 In order to qualify for Parental Leave, an employee must:
- a) be the natural mother of a child; or
  - b) be the natural father of a child or he must assume actual care and custody of his newborn child; or
  - c) adopt a child under the law of a province.

- 18:02 An employee who qualifies under :01 must:
- a) have completed seven (7) continuous months of employment; and
  - b) submit to the employing authority an application in writing for Parental Leave at least four (4) weeks before the day specified in the application as the day on which the employee intends to commence the leave.
- 18:03 An employee who qualifies in accordance with :01 and :02 is entitled to Parental Leave without pay for a continuous period of up to thirty-five (35) weeks.
- 18:04 Subject to Section :05, Parental Leave must commence no later than the first anniversary date of the birth or adoption of the child or the date on which the child comes into the actual care and custody of the employee.
- 18:05 Where an employee takes Parental Leave in addition to Maternity Leave, the employee must commence the Parental Leave immediately on expiry of the Maternity Leave without a return to work unless otherwise approved by the employing authority.

### **COMPASSIONATE LEAVE**

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

19:06 An employee shall be entitled to additional compassionate or special leave up to a maximum of two (2) days without loss of salary, requested for the purpose of attending a funeral at a distance in excess of two hundred and twenty-five (225) kilometres from the employee's home.

**FAMILY RELATED LEAVE**

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

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

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

**HOLIDAYS**

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

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

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

21:02 Legal Aid Manitoba's offices shall be closed at one o'clock in the afternoon on December 24 when that day is a normal working day and this day shall be considered as a full working day for the purposes of calculation.

21:03 Where the thirty-first (31st) day of December falls on a day other than Saturday or Sunday, Legal Aid Manitoba's offices shall be closed at five o'clock in the afternoon on that day.

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21:04 An employee is entitled to pay for a holiday on which he does not work provided:

- (a) he has earned wages with Legal Aid Manitoba for part or all of at least fifteen (15) days during the thirty (30) calendar days immediately preceding the holiday;
- (b) he 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) he 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 his absence is by reasons of established illness.

21:05 An employee who is otherwise entitled under this Article to pay for a holiday on which he 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.

### **EDUCATIONAL LEAVE**

22:01 Educational leave practices shall be as set forth from time to time in the regulations under The Civil Service Act with respect thereto. The Association may express its view with respect to the educational leave practices in accordance with the provisions established for the Labour Management Committee.

22:02 Where operational requirements permit, the employing authority may grant leave of absence with or without pay to Association members for the purposes of attending at conferences and seminars. Attendance at conferences and seminars by employees within the bargaining unit shall be subject to the budgetary constraints placed on Legal Aid Manitoba and will be referred to the Labour Management Committee for discussion and allocation.

**RECOGNITION OF ASSOCIATION**

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

**ASSOCIATION BUSINESS**

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

**ACTING STATUS**

- 25:01 Where a person employed in one position has temporarily taken over and has continued to perform for thirty (30) or more consecutive working days, the full duties and responsibilities of some other position having a higher grade of pay, he 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 he shall, unless he is appointed or promoted to some other position, revert to his original position and be paid the rate of pay for his original position that he would be paid if he had never held the temporary appointment.

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

### **PROBATION**

26:01 An Employee shall, upon appointment, be on probation for a period of twelve (12) months except where an employee is appointed immediately following completion of his Articles with Legal Aid Manitoba in which case he shall be subject to a six (6) month probation period. At any time during the probationary period, he may be rejected by the employing authority and notwithstanding any provision of this Agreement, there shall be no appeal against such rejection.

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

### **LABOUR MANAGEMENT COMMITTEE**

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

### **TRANSFER OF EMPLOYEES**

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

28:02 Where an employee is to be transferred from one Legal Aid Office to another Legal Aid Office in a different city or town, the employee's prior consent with respect to such transfer shall be obtained by Legal Aid Manitoba. The

employee's prior consent, however, shall not be unreasonably withheld from Legal Aid Manitoba.

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

### **PERSONNEL FILES**

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

### **RECRUITMENT AND APPOINTMENT**

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

**DUES CHECK-OFF**

31:01 (a) During the term of this Agreement, employees within the bargaining unit shall pay to the Association, by payroll deduction, an amount equal to the regular bi-weekly membership dues of the Association or such lesser amount as may be determined by the Association as representing the per capita cost of negotiating and administering the Agreement. For new employees, the payroll deduction of the amount as set out above shall become effective on the first day of the full bi-weekly pay period following the date of appointment.

(b) The Association agrees to indemnify and save the Government harmless against any claim or liability arising out of the application of this Article, except for any claim or liability arising out of an error committed by Government.

31:02 The Government shall not be required to deduct current or retroactive dues for or during any period that employees refuse to work, or in the event of an illegal work stoppage, or for any similar job actions.

**GENERAL PROVISIONS**

32:01 The parties hereto agree that the following provisions shall continue to be recognized during the term of this Agreement:

(a) The existing government regulations with respect to the payment of Remoteness Allowances;

(b) The existing government policy with respect to the payment of Mileage Allowance for the use of Privately Owned Vehicles;

(c) The existing government policy with respect to payment as a result of Loss or Damage to Personal Effects;

- (d) The existing government policy with respect to Travelling and Related Expenses. Where such policy or regulation is different from the Legal Aid Policy Manual, the Legal Aid Policy Manual shall apply;
- (e) The existing practice of Legal Aid Manitoba with respect to payment of Law Society fees, Liability Insurance, and Parking at an employee's place of employment.

32:02 The Executive Director may grant leave of absence without pay to employees. Where a request has been denied by the Executive Director, the matter may be referred to the Personnel Committee of the Board whose decision thereon shall be final.

### **LAY-OFF AND RECALL**

33:01 Subject to consideration of respective merits, abilities and records of performance of the employees concerned, in determining the order of laying off employees, consideration shall be given to the service seniority of the employees in the classification from which employees are being laid off.

33:02 Both parties recognize that job security should increase in proportion to length of service. Therefore, in the event of a lay-off, seniority shall apply in the following manner:

- a) For the purpose of this Article there shall be two (2) classifications - Supervising Attorneys and Attorneys.
- b) (i) A Supervising Attorney who is about to be laid off may displace either the most Junior Supervising Attorney provided he is qualified to perform the work or the most Junior Attorney provided he is qualified to perform the work;
- (ii) A Junior Supervising Attorney about to be displaced or laid off may displace the most Junior Attorney provided he is qualified to perform the work.
- c) An Attorney about to be laid off may displace the most Junior Attorney provided he is qualified to perform the work.
- d) The most Junior Supervising Attorney or the most Junior Attorney shall mean the employee with the least amount of seniority in either the Supervising Attorney classification or the Attorney classification.
- e) The terms and conditions of this Article shall apply to those employees who were employees of Legal Aid Manitoba before August 15, 1989.

33:03 Employees who are laid off shall be recalled to work in the reverse order of seniority providing they are qualified to perform the work.

33:04 New employees shall not be hired until those laid off have been given an opportunity of recall.

33:05 Employees who are laid off shall have the right to recall for a maximum period of eighteen (18) months.

**DENTAL PLAN**

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

**VISION CARE PLAN**

35:01

The Vision Plan shall continue with the following changes:

- (a) effective the first of the month following the date of signing of this Agreement and limited to vision care services performed on and after that date, the basis for payment for covered services shall be the 2008 Optometric or Ophthalmological Fee Guide;
- (b) the 2009 and 2010 Fee Guides will be implemented effective January 1 of each respective year;
- (c) the maximum per claimant will be increased to two hundred dollars (\$200) effective the first of the month following the date of signing.

**LONG TERM DISABILITY PLAN**

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

**AMBULANCE AND HOSPITAL SEMI-PRIVATE PLAN**

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

**VOLUNTARY REDUCED WORK WEEK**

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

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

Witness

\_\_\_\_\_  
Greg Selinger  
Minister Responsible for  
The Civil Service Act

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Chair, Management Council  
Legal Aid Manitoba

\_\_\_\_\_  
Witness

\_\_\_\_\_  
President of the Legal Aid  
Lawyers' Association

**SALARY SCHEDULES**

<http://www.gov.mb.ca/finance/labour/lala.html>



**APPENDIX "B"****ATTORNEY 1**

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

**ATTORNEY 2**

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

**ATTORNEY 3**

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

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

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

2008 – 2009: \$110.00

2009 – 2010: \$115

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

2008 – 2009: \$220.00

2009 – 2010: \$230.00

**ATTORNEY 4 (GENERAL COUNSEL)**

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 order to be eligible for consideration for promotion to this level, an attorney must have a minimum of ten (10) years experience at the Bar, including five (5) continuous years of employment as a Legal Aid Lawyer in Manitoba, and must be currently classified as an attorney in the Legal Counsel 3 classification.

The two current Two (2) General Counsel positions are confirmed effective March 2008.

An additional two (2) General Counsel positions will be established effective March 2009.

The method of selection for appointment into this classification shall be contained in a separate Memorandum between the parties to this agreement.

**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 Legal Aid Lawyers Association bargaining unit on the condition 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.

\_\_\_\_\_  
On Behalf of Legal Aid Manitoba

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On Behalf of the Legal Aid Lawyers  
Association

\_\_\_\_\_  
On Behalf of the Province of Manitoba

\_\_\_\_\_  
Date

**MEMORANDUM OF AGREEMENT**

**SUBJECT: DRUG PLAN**

1. The government agrees to implement a Drug Care plan effective the first of the month following signing as follows:
  - a) eligibility requirements for employees and dependants will be the same as the Dental Services Plan;
  - b) co-insurance be based on 80% reimbursement;
  - c) the maximum payment per contract (family) is five hundred dollars (\$500) per year.
  - d) effective April 1, 2008, the maximum payment per contract (family) is eight hundred dollars (\$800) per year.
  
2. Other terms and conditions of the Drug Care Plan will be similar to those currently in effect for the Drug coverage provisions of the existing employee-paid Extended Health Benefit (EHB) plan.

\_\_\_\_\_  
Behalf of Legal Aid Manitoba

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On Behalf of the Legal Aid Lawyers  
Association

\_\_\_\_\_  
On Behalf of the Province of Manitoba

\_\_\_\_\_  
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.

\_\_\_\_\_  
Behalf of the Legal Aid Manitoba

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On Behalf of the Legal Aid Lawyers  
Association

\_\_\_\_\_  
On Behalf of the Province of Manitoba

\_\_\_\_\_  
Date

**MEMORANDUM OF AGREEMENT**

**SUBJECT: GROUP INSURANCE PLAN SURPLUS WITHDRAWAL**

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

\_\_\_\_\_  
Behalf of the Legal Aid Manitoba

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On Behalf of the Legal Aid Lawyers  
Association

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On Behalf of the Province of Manitoba

\_\_\_\_\_  
Date

**MEMORANDUM OF AGREEMENT****SUBJECT: TRANSFER**

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

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

28:03 Subject to Section 30:03, where an employee wishes to transfer to another Legal Aid Office in the same city or town, or in a different city or town, the Society shall make a reasonable effort to accommodate such transfer provided:

- a) this employee has the skill and ability to perform the duties of the position available and;
- b) it is in the best interests of the Society to effect such transfer.

28:04 Where two (2) or more employees wish to transfer to the same position and all the criteria established in :03 above are met, and in addition, the skills and ability of the employees are judged equal by the Society, then seniority shall be the determining factor.

30:01 Subject to Section :03 herein, the selection of individuals by the Society for vacant or new positions shall be on the basis of ability, prior work experience and performance, employment equity and seniority. Where ability and work experience, employment equity and performance are equal, seniority with the Society shall be the determining factor.

30:02 Where a vacant position in the bargaining unit is to be filled, the employing authority agrees to post notice of such vacancy at all law centres.

30:03 Where a vacant position in the bargaining unit is to be filled, the employing authority shall decide whether to advertise the position internally only or externally. If the decision is to advertise internally and externally, Section :01 shall apply to the hiring process. If the decision is to advertise the position internally only, Section 28:03 shall apply to the hiring process.

**Policy Interpretation**

Management will provide reasonable notice to Legal Aid Attorneys employed in regional offices of any vacant or new positions in Winnipeg Legal Aid Offices or other Legal Aid before filling the positions.

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

However, it is also recognized that it is desirable for the Legal Aid Society to encourage Legal Aid Attorneys to make a commitment to a position in a regional office at the time that the Legal Aid Attorney accepts the position in order to provide a high level of service to communities in regional areas of Manitoba. Therefore, the Legal Aid Society may require the employee to commit to the regional office for a period of up to five years at the time the employee is hired to the position. Despite this commitment, Society management will act reasonably and fairly to attempt to accommodate legitimate reasons for a transfer.

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

This policy does not relate to the assignment of Legal Aid Attorneys within the Winnipeg Legal Aid offices.

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On Behalf of the Legal Aid Manitoba

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On Behalf of the Legal Aid Lawyers  
Association

\_\_\_\_\_  
On Behalf of the Province of Manitoba

\_\_\_\_\_  
Date

**MEMORANDUM OF UNDERSTANDING**

**SUBJECT: ATTORNEY 4**

Those Attorneys who meet the criteria established for the Attorney 4 classification may apply to a committee for consideration for promotion to this level. The committee, which shall meet on an annual basis, shall consist of the Chairman of the Board, Legal Aid Services Society, Executive Director, Legal Aid Services Society, Assistant Deputy Attorney-General (Justice) 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 Attorney 4 classification.

The selection or non-selection of a candidate to the Attorney 4 classification is neither grievable nor arbitrable unless either the criteria or the process described in this Memorandum is not applied to the selection or consideration of a candidate.

\_\_\_\_\_  
On Behalf of the Legal Aid Manitoba

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On Behalf of the Legal Aid Lawyers  
Association

\_\_\_\_\_  
On Behalf of the Province of Manitoba

\_\_\_\_\_  
Date