

## MEMORANDUM OF AGREEMENT

Between:

Physician and Clinical Assistants of Manitoba Inc.,

("PCAM"),

- and -

Winnipeg Regional Health Authority,

(the "WRHA"),

### Re: Grievance No. 016

**WHEREAS** PCAM and the WRHA (the "Parties") are parties to a Collective Agreement for the term April 1, 2015 to March 31, 2019 (the "Collective Agreement")

**AND WHEREAS** PCAM filed Grievance No. 016 on May 3, 2019 alleging that the WRHA had breached Article 14.02 by failing to provide employees who were on-call with an general holiday pay and an alternate day off without loss of pay, regardless of whether they were called back to work or not (the "Grievance");

**AND WHEREAS** the WRHA denied the Grievance on June 25, 2019;

**AND WHEREAS** PCAM applied to refer the Grievance to expedited arbitration on July 10, 2019, under section 130 of *The Labour Relations Act* (Manitoba);

**AND WHEREAS** an arbitration with respect to the Grievance was set to be heard by Arbitrator Kristin Gibson on August 19 and 21, 2019;

**AND WHEREAS** the parties have reached a resolution to the Grievance and it is the desire of the parties to have the terms and conditions of the resolution reduced to writing;

### **THE PARTIES THEREFORE AGREE AS FOLLOWS:**

1. , From the date of this Agreement until the ratification of a new Collective Agreement between the Employer and the Union, the parties agree that on a Recognized Holiday, the Employer shall ensure that on-call duty shall be scheduled concurrent with a scheduled shift.
2. Where an employee is scheduled in accordance with paragraph 1 above, the employee shall be entitled to the following compensation:

- a. On-Call Stipend in accordance with Article 11 of the Collective Agreement;
  - b. Time for hours worked on any call-back at 1.5 times the employee's basic rate in accordance with Memorandum of Agreement – Grievance 008;
  - c. Payment for the employee's scheduled shift at 1.5 times the employee's basic rate of pay in accordance with Article 14.02 of the Collective Agreement; and
  - d. Pursuant to Article 14.02, a regular days' pay banked for an alternate day off without the loss of pay, paid out of the employee's accrued stat bank for the Recognized Holiday in question, or in the event that an alternate day off without the loss of pay cannot be provided due to operational circumstances, payment of the employee's stat bank accrual for the Recognized Holiday.
3. The parties acknowledge and agree that this Agreement is being entered into as an efficient and cost effective means of resolving the Grievance.
  4. The parties acknowledge and agree that the Agreement is without prejudice with respect to both the Employer's and Union's respective interpretation of the issues identified in the Grievance related to on-call duty, call back and answering telephone calls during on-call duty.
  5. The Union expressly agrees that it will not file any grievance related to any breach of the Collective Agreement related to a shortfall any individual or group of employee's regular bi-weekly hours of work that may have occurred prior to the execution of this Agreement as a result of the Employer's application of Article 14.02 in instances of a call-back which occurred on a Recognized Holiday.
  6. For greater certainty, the parties acknowledge and agree that the agreement set out in paragraph 5 above shall not apply to any alleged breach of any Memoranda of Agreement previously entered into by the Employer and Union.
  7. The Union agrees to adjourn the arbitration *sine die* pending the implementation of the terms of this Agreement.
  8. Upon implementation of the terms of this Agreement, the Union agrees with withdrawal the Grievance and shall consider the same to be fully and finally resolved.

DATED the 4 day of ~~August~~, 2019

*September*

**Physician and Clinical Assistants of  
Manitoba Inc.**

Per: \_\_\_\_\_

DATED the 11 day of <sup>September</sup> ~~August~~, 2019.

Winnipeg Regional Health Authority

Per: 

DR. AINSLIE MITCLETT  
Interim CMO WRHA.