

MEMORANDUM OF AGREEMENT

BETWEEN:

PHYSICIAN AND CLINICAL ASSISTANTS OF MANITOBA INC.
("PCAM"),

- and -

WINNIPEG REGIONAL HEALTH AUTHORITY
(the "WRHA"),

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 017 on May 3, 2019, alleging that the WRHA had breached Articles 14.01 and 9.01 of the Collective Agreement by paying employees who regularly work 80 hours over each bi-weekly pay period ("2080 Employees") and who regularly work shifts that exceed 8 hours, 8 hours of holiday pay for each recognized general holiday (the "Grievance");

AND WHEREAS the WRHA denied the Grievance on June 21, 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 is currently scheduled to be heard by Arbitrator Kristin Gibson (the "Arbitrator") on August 22 and 23, 2019 (the "Arbitration");

AND WHEREAS the Parties wish to defer the Arbitration pending the conclusion of the next round of collective bargaining between the Parties anticipated to commence in 2019 and, until such time, maintain a consistent practice with respect to how 2080 Employees are paid holiday pay;

NOW THEREFORE the parties hereto agree with each other as follows:

1. The Parties shall write jointly to the Arbitrator requesting, by consent, to adjourn the Arbitration *sine die* pending the conclusion of the next round of collective bargaining between the Parties;
2. The WRHA shall, from the date this Agreement is entered into until the conclusion of the next round of collective bargaining between the Parties, calculate holiday pay for each 2080 Employee on the basis of each 2080 Employee's regularly scheduled shift length;
3. The Parties confirm their desire to address the administration of this issue at the next round of bargaining;
4. In the event that the administration of this issue is not addressed at the next round of collective bargaining or is not addressed to the satisfaction of PCAM such that there is no material change to the administration of this issue, then PCAM shall be entitled to revive the Grievance and refer it back to the Arbitrator for an arbitration hearing by providing written notice to the WRHA within 30 days from the date of ratification of the new collective agreement. Should the Grievance be referred to arbitration as set out herein, the following applies for the purposes of the arbitration of the Grievance:
 - (a) WRHA shall not advance any argument challenging the timeliness of the Grievance;

- (b) PCAM shall not rely on WRHA's conduct in complying with paragraph 2 above as evidence for the purpose of interpreting the Collective Agreement or any subsequent collective agreement entered into between the Parties or for the purposes of alleging a past practice and/or estoppel; and

- (c) Any decision reached by the Arbitrator in adjudicating the Grievance shall apply to the collective agreement entered into between the Parties immediately following the current Collective Agreement.


Executed by PCAM this ___ day of August, 2019

PHYSICIAN AND CLINICAL ASSISTANTS OF MANITOBA INC.

Per: _____

Executed by the WRHA this 11 day of ^{September}~~August~~, 2019

WINNIPEG REGIONAL HEALTH AUTHORITY

Per: 

DR. AINSLEY HALEY Intern CMO WRHA.