

Taylor McCaffrey LLP

Peter Mueller

Direct Line: 204 988-0316

Direct Fax: 204 953-7206

E-Mail: pmueller@tmlawyers.com

Assistant: Brenda Aster

Direct Line: 204 988-0353

August 14, 2018

Winnipeg Regional Health Authority
4th Floor, 650 Main St.
Winnipeg, MB R3B 1E2

Attention: Krista Klassen, Legal Counsel Human Resources

Dear Ms Klassen:

Re: PCAM Grievance #008

Further to your letter dated August 7, 2018, please find enclosed a fully executed original copy of the Memorandum of Agreement in respect of the above-noted grievance.

I trust the following is acceptable but should you have any questions or concerns, or wish to discuss matters further, please feel free to contact me.

Yours truly,

TAYLOR McCAFFREY LLP

Per:


Peter Mueller

PM/cf
encl.

MEMORANDUM OF AGREEMENT

Between:

Physician and Clinical Assistants of Manitoba Inc.,

("PCAM"),

- and -

Winnipeg Regional Health Authority,

(the "WRHA"),

Re: Grievance 008

WHEREAS PCAM and the WRHA (the "Parties") are parties to a Collective Agreement expiring on March 31, 2019 (the "Collective Agreement").

AND WHEREAS PCAM filed Grievance 008 on January 26, 2018 alleging that the WRHA had breached Article 14.02 of the Collective Agreement by failing to pay employees at one and one-half (1.5) times each employee's basic hourly rate of pay on recognized holidays when called into work while on call (the "Grievance").

AND WHEREAS the WRHA denied the Grievance on February 15, 2018.

AND WHEREAS PCAM referred the Grievance to arbitration on February 28, 2018.

AND WHEREAS an arbitration with respect to the Grievance is currently scheduled to be heard by Arbitrator Robert Simpson (the "Arbitrator") on July 30, 31 and August 1, 2018 (the "Arbitration").

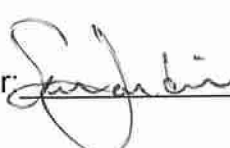
AND WHEREAS the Parties wish to defer the Arbitration pending the conclusion of the next round of collective bargaining between the Parties anticipated to commence in 2019 and, until such time, maintain a consistent practice with respect to how employees called in to work on a recognized holiday while on-call are compensated for such work, the Parties agree 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, pay each employee at one and one-half (1.5) times each employee's basic hourly rate of pay in accordance with Article 14.02 of the Collective

- Agreement when the employee, while on-call, is called into work on a recognized holiday;
3. The parties confirm their desire to address the administration of this issue at the next round of collective 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.


DATED the ___ day of August, 2018.

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

Per:  _____
Aug 13/18

DATED the 7th day of August, 2018.

Winnipeg Regional Health Authority

Per:  _____