

LETTER OF UNDERSTANDING

BETWEEN:

**WINNIPEG REGIONAL HEALTH AUTHORITY
(the "Employer" or "WRHA")**

- and -

**PHYSICIAN AND CLINICAL ASSISTANTS OF MANITOBA
(“PCAM” or the “Association”)**

RE: MODIFIED REGULAR HOURS OF WORK AND OVERTIME - CRITICAL CARE PROGRAM

1. This Letter of Understanding applies to Employees working in the Critical Care Program at all sites (the "Applicable Employees").
2. Pursuant to Article 9.04 of the April 1, 2015 to March 31, 2019 Collective Agreement (the "Collective Agreement), the Employer and PCAM have agreed to continue modified regular hours of work for the Applicable Employees.
3. "Full-Time Employee" means an Applicable Employee who is scheduled on a regular ongoing basis to work the Full-Time regular hours averaging forty (40) hours per week over an eight (8) week schedule, as described herein. This definition shall replace the definition of "Full Time Employee" in the Collective Agreement for Applicable Employees and any such employee will be considered a Full-Time Employee for the purposes of the Collective Agreement.
4. "Part-Time Employee" means an Applicable Employee who is not employed as a Full-Time Employee but who works on a regular schedule, that averages less than forty (40) hours per week over an eight (8) week schedule. A Part-Time Employee shall be paid a pro-rata salary and pro-rata benefits as set out under the terms of this Agreement. This definition shall replace the definition of "Part Time Employee" in the Collective Agreement for Applicable Employees and any such employee will be considered a Part-Time Employee for the purposes of the Collective Agreement.
5. Full-Time regular hours of work for the Applicable Employees shall be in a shift rotation consisting of three hundred and twenty (320) regular hours worked over an eight (8) week period (an average of forty (40) hours per week), during which Applicable Employees will be scheduled to work according to the following:

- a. A maximum number of eighty (80) hours of working time scheduled in one week (including paid time off for general holidays, vacation, banked time and CME time);
 - b. A maximum number of twenty-four (24) consecutive hours of working time scheduled (including paid time off for general holidays, vacation, banked time and CME time).
 - c. Four (4) weekends out of eight (8) will normally be scheduled to be worked during the shift rotation (and correspondingly four (4) weekends out of eight (8) will normally be scheduled as time off);
 - d. Any period of twenty-four (24) hours of consecutive working time must be followed by a period of twenty-four (24) consecutive hours of time off;
 - e. Any period of sixteen (16) hours but less than twenty-four (24) hours of consecutive working time must be followed by a period of at least eight (8) hours of time off.
6. The shift rotation will primarily consist of a combination of twelve (12) hour day shifts and twelve (12) hour night shifts, but will include shifts of other durations in order to accommodate service delivery.
7. Part-time regular hours of work for Applicable Employees shall be in a shift rotation consisting of less than three hundred and twenty (320) regular hours of work over an eight (8) week period (an average of less than forty (40) hours per week).
8. Overtime for Applicable Employees shall be defined as any pre-authorized time worked in excess of three hundred and twenty (320) hours over an eight (8) week rotation period (including paid time off for general holidays, vacation, banked time and CME time). This definition is applicable to both Full-Time Employees and Part-Time Employees.
9. Articles 9.01, 9.02 and 10.03 of the Collective Agreement shall not apply to the Applicable Employees, and are replaced with the foregoing provisions. For greater certainty, the balance of Articles 9 and 10, and the Collective Agreement as a whole, shall apply to the Applicable Employees.

10. This Letter of Understanding shall continue to be in effect while the Collective Agreement remains in effect, and is subject to renewal and expiration on the same basis and term as the Collective Agreement. The parties may agree to any amendment of this Letter of Understanding in writing.

Executed this 29 day of January, 2015

PHYSICIAN AND CLINICAL ASSISTANTS OF MANITOBA INC.

WINNIPEG REGIONAL HEALTH AUTHORITY

Per: 

Per: 

Per: 

Per: 