

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 - SEVEN OAKS
GENERAL HOSPITAL EMERGENCY SUB-PROGRAM**

1. This Letter of Understanding applies to Employees working in the Seven Oaks General Hospital Emergency Sub-Program (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 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 week-by-week, irrespective of the number of hours worked in each week. 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 two hundred (200) regular hours worked over a five (5) week period (an average of forty (40) hours per week).
6. The shift rotation will include a combination of twelve (12) hour day shifts, twelve (12) hour night shifts and eight (8) hour evening shifts.

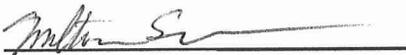
7. Part-time regular hours of work for Applicable Employees shall be in a shift rotation consisting of less than two hundred (200) regular hours of work over a five (5) week period (an average of less than forty (40) hours per week).
8. Overtime for Applicable Employees shall be defined as any pre-authorized time worked in excess of two hundred (200) hours over a five (5) week rotation period. This definition is applicable to both Full-Time Employees and Part-Time Employees.
9. During a shift rotation, the Employer will not unilaterally reduce a Full-Time Employee's scheduled hours of work that have been established pursuant to the shift rotation schedule in order to reduce or eliminate the requirement to pay overtime for hours worked in excess of the scheduled hours of work earlier in the shift rotation.
10. 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.
11. 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**

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