

## JOINT WGH & PSAC/YEU MEMO

### AGREED TO SETTLEMENT LANGUAGE REGARDING TELEPHONE CALLS RECEIVED AT HOME OUTSIDE EMPLOYEE'S NORMAL HOURS OF WORK

#### MEMO TO: All Members of PSAC/YEU Local Y025

Effective November 3, 2006, the *Yukon Hospital Corporation operating Whitehorse General Hospital* AND the *Public Service Alliance of Canada/Yukon Employees Union Local Y025* agreed to the following language to cover situations where Union members are called at home to provide telephone advice outside of their normal working hours.

1. In this Settlement Agreement "Telephone Advice" is defined as advice relating to a Hospital work situation given by Union members over the telephone outside their normal working hours. Telephone advice does not include a situation where the Union member is called for the purpose of correcting an avoidable oversight or error that is thought to have been caused by the Union member when he/she was at the Hospital.
2. Commencing November 3, 2006, Union members who provide Telephone Advice shall be paid for that Advice as follows:
  - a) Regular fulltime employees who would be entitled to overtime in accordance with Article 22, shall be paid at the applicable overtime rate, in accordance with that Article.
  - b) Regular part time employees who have worked the regular full time daily hours specified for the particular classification held by the regular part time employee shall be paid at the rate of time and one half, for each completed fifteen minutes, subject to a minimum fifteen minute payment.
  - c) If the regular full time employee is not entitled to overtime in accordance with Article 22, or the regular part time employee has not worked the regular full time daily hours specified for the particular classification held by the regular part time employee, he/she shall be paid at straight time rates, subject to a minimum payment of 15 minutes.

This agreement will remain in full force and effect until such time as the Parties negotiate new collective agreement language specifically dealing with payment for Telephone Advice.

3. This settlement is applicable to the issue of payment for Telephone Advice only and is without prejudice to, and has no application to, nor does it relate in any other way to the interpretation or application of any other article of the collective agreement.
4. Arbitrator Bob Pekeles is seized of any disputes arising out of the implementation, interpretation or application of this Settlement Agreement.

What does this mean? For **Regular Full Time Employees**, this means that when you receive a call at home outside of your regular working hours, and you are entitled to overtime, you will be paid in accordance with the overtime provisions in Article 22. In the most cases, other than calls received on your second day of rest, this means that for a telephone call lasting up to and including 15 minutes, you will receive pay for 15 minutes at time and a half. For calls lasting more than 15 minutes but less than 30 minutes, you will receive 15 minutes at time and one half. For calls lasting 30 minutes but less than 45 minutes, you will receive 30 minutes at time and one half. If the same call comes in on your second day of rest, you will receive pay for the same amount of time but at the rate of double time.

For **Regular Part Time Employees**, this means that when you receive a call at home on a day that you have worked your regular daily hours (whether it be for example 7.5, 8.0 or 11.0 hours), you will be paid at time and one half for each completed 15 minutes, with a 15 minute minimum. Thus, on a day when you have completed your regular daily hours of work, and where you get a telephone call at home lasting up to and including 15 minutes, you will receive pay for 15 minutes at time and a half. For calls lasting more than 15 minutes but less than 30 minutes, you will receive 15 minutes at time and one half. For calls lasting 30 minutes but less than 45 minutes, you will receive 30 minutes at time and one half.

For both Regular Full Time and Regular Part Time Employees, in the event that you are not covered by the above (for example when as a RFT you are not entitled to overtime OR as a RPT you have not worked your regular daily hours on the day you receive the call) then you get paid at straight time subject to a 15 minute minimum.

If you have any questions regarding the above, please contact Deb Seaboyer @ 604-430-5761 (call collect) and/or Roxane Larouche, Human Resources.