

# CAPS PROPOSAL

**Bargaining Unit:** 10

**Date:** July 13,  
2022 at 1052am

**Exclusive Representative:** CAPS

**Article:** 7

**Subject:** Hours of Work and Overtime

## 7.XX On-Call/Standby – DWR Environmental Scientists

- A. On-Call/Standby
  1. On-Call/Standby” – is defined as time during which an employee is required to be available during their scheduled off-duty hours to receive communication regarding an order to work and be fit and able to return to work, if required. It shall be considered under the appropriate call back provisions of subsection 5 if an employee is required to work during their off-duty hours.
- B. Schedule
  1. The program staff will create and publish on-call/standby schedules on a monthly basis. The on-call/standby scheduler, a designated Unit 10 rank-and-file employee, will consult with other staff required to be on-call/standby in an effort to accommodate staff time off and/or other travel when preparing the on-call/standby schedule.
  2. If an employee, due to an emergency or illness, is unable to fulfill their assigned on-call/standby duty responsibilities, they must notify the appropriate designee of program management. The on-call/standby scheduler will first seek volunteers to cover the shift. All substitutions must be voluntary on the part of both employees.
  3. No employee will be required to be on call more than 13 weeks per calendar year. If current staffing does not allow this, an employee can 1) decline to be on on-call/standby and result in the Department not having coverage for that timeframe or 2) can volunteer for additional weeks of on-call/standby at double compensation.
  4. If a conflict arises, it will be resolved by the management designee prior to the beginning of the on-call/standby assignment. However, if no one volunteers or the program is under time constraints, management retains the discretion to make on-call/standby assignments from amount Unit 10 environmental scientists.
  5. Environmental Scientists assigned to on-call/standby duty will make every effort to respond within twenty (20) minutes of being contacted by a DWR staff member unless they are engaged on another call. If the Environmental Scientist does not respond to the initial call, the caller will be instructed to leave a voicemail. If the caller is still unable to reach the on-call/standby Environmental Scientist after 20 minutes, the caller shall contact the on-call/standby scheduler. “Respond” in this case means calling or texting the caller. Environmental Scientists assigned to on-call/standby who do not respond or cannot be located may forfeit their on-call/standby compensation.
  6. No Unit 10 employee is considered to be on-call/standby unless expressly informed by the management designee or not being assigned on-call/standby would cause undue harm to the citizens of California, or the program itself.
- C. Cell Phones
  1. The program will furnish cellular telephones and require employees assigned to on-call/standby duty to carry these with them. Assigned employees shall be required to

keep the cell phone activated and available, and to respond in the event they are contacted by a departmental representative during such on-call/standby time.

2. It is the responsibility of the environmental scientist to figure out a way to be contacted via the on-call/standby cell telephone if the employee is in an area where the cell phone does not work.

#### D. Compensation

1. Any Unit 10 Environmental Scientist covered by the Fair Labor Standards Act (FLSA) and engaged to be available for on-call duty/standby time shall be credited with four (4) hours of compensating time off (CTO) or cash at regular pay for every eight (8) hours of on-call/standby time on a normal workday and six (6) hours of CTO or cash for on-call/standby time on a regularly scheduled day off (24 hour period) provided their on-call/standby time is not interrupted by a call-back.
2. No more than six (6) hours of cash will be compensated for a twenty-four (24) hour period consisting of three (3) eight (8) hour on-call/standby shifts.
3. For the purposes of this Agreement, "on-call/standby time" does not include the employee's normal work hours, including the lunch period. On-call/standby time and compensation shall not be considered as time worked for overtime purposes consistent with federal and state law.

#### E. Call Back

1. An employee who has completed a normal work shift, when ordered back to work, shall be credited with a minimum of four (4) hours' work time provided the call back to work is without having been notified prior to the completion of the normal work shift. When such an employee is called back under these conditions within four (4) hours of the beginning of a previous call or an additional call is received while still working on an earlier call back, the employee shall not receive an additional four (4) hours credit for the new call back. When an employee is called back to work, the employee will be permitted to leave when the situation(s) that were called in for are completed. It is not the intent to have the employee perform additional work that should be accomplished during the normal work day.
2. When such an employee is called back within four (4) hours of the beginning of the employee's next shift, call back credit shall be received only for the hours remaining before the beginning of the employee's next shift. If an employee is called in within four (4) hours of their next shift, the employee will be allowed to work until the end of their regular shift, should they choose.
3. When staff meetings, training sessions, or work assignments are scheduled on an employee's authorized day off, the employee shall be scheduled for a minimum of four (4) hours' work. When the employee is notified prior to the completion of their work shift and the work begins less than three (3) hours after completion of the work shift, the employee will be credited for the hours actually worked; if the work begins more than three (3) hours after the completion of the work shift, the employee will be scheduled for a minimum of four (4) hours of work.
4. Off-duty hours worked will be paid via cash or compensating time off (CTO) at the overtime rate established in this Agreement after the employee has worked forty (40) hours in the work week. Unit 10 employees may cash out any CTO earned over 40 hours, per pay period.
5. When an employee receives a call to work while not on duty, compensable time starts when the employee leaves home in route directly for the call back and ends when the

employee has returned home by the most direct route. Travel time for a call to work will not be paid when the employee is ordered to report early for a scheduled work shift even though the order to report early is made while the employee is not at work. When an employee is called back to work on off-duty hours which results in an additional commute during the work week, the employee shall be reimbursed for travel mileage, to and from the report location, in accordance with applicable Contract provisions and/or rules. Such mileage reimbursement shall not exceed a total of fifty (50) miles for each call back.

F. Dispute Resolution

1. Disputes concerning the interpretation of application of this Agreement shall be subject to the grievance and arbitration procedure in Article 9.