

Special Called Meeting Notice

So what does this mean? The key language in this paragraph is (as defined by the Fair Labor Standards Act) and ("Employees who are on call"). Now we have to go visit the FLSA and find out what it states. Here is what it states,

"CALL BACK" and "STAND BY" TIME

An employer is obligated to pay the wages of an hourly employee for all time that the employee is under the control of the employer, and includes all the time the employee is suffered or permitted to work, whether or not required to do so. In Section 2 of Industrial Welfare Commission Orders 4 and 5, there is a modified definition of hours worked for employees in the health care industry. On-call or standby time at the work site is considered hours worked for which the employee must be compensated even if the employee does nothing but wait for something to happen. "[A]n employer, if he chooses, may hire a man to do nothing or to do nothing but wait for something to happen. Refraining from other activities often is a factor of instant readiness to serve, and idleness plays a part in all employment in a stand-by capacity." (*Armour & Co. v. Wanlock* (1944) 323 U.S. 126) Examples of compensable work time include, but are not limited to, meal periods and sleep periods during which times the employees are subject to the employer's control. (See *Bono Enterprises v. Labor Commissioner* (1995) 32 Cal.App.4th 968 and *Aguilar v. Association For Retarded Citizens* (1991) 234 Cal.App.3d 21) Whether on-call or standby time off the work site is considered compensable must be determined by looking at the restrictions placed on the employee. A variety of factors are considered in determining whether the employer-imposed restrictions turn the on-call time into compensable "hours worked." These factors, set out in a federal case, *Berry v. County of Sonoma* (1994) 30 F.3d 1174, include whether there are excessive geographic restrictions on the employee's movements; whether the frequency of calls is unduly restrictive; whether a fixed time limit for response is unduly restrictive; whether the on-call employee can easily trade his or her on-call responsibilities with another employee; and whether and to what extent the employee engages in personal activities during on-call periods."

The language is very clear in what our obligation is to our employers and what our employer's obligation is to us as IUEC employees. If you are an IUEC member who is confronted by a supervisor who may not know his obligation I would recommend that you have him or her contact the IUEC union hall for clarification or just hand them this article. Remember the employer agreed to this language and so did we.

In solidarity