

On-Call/Standby Assignments Policy

The On-Call/Standby Policy is in accordance with the Memorandum of Understanding between the State of Connecticut and Connecticut Employees Union Independent, Local 511 SEIU (NP-2 Unit) pursuant to Case No. SPP-25, 543.

Southern Connecticut State University and the Union agree as follows:

1. Southern Connecticut State University has determined a need for Maintenance (NP-2 employees to be placed on "standby" or "on-call" while off-duty. The on-call/standby assignment is for the purpose of addressing emergency situations on campus and non-emergency needs for faculty/staff/students during the off-duty work hours of Maintenance staff to ensure the safety and full operation of the University and its' personnel. Off-duty hours occur from May 25th – August 17th or when the University is not in 24/7 operational mode. August 18th – May 24th all emergency calls go to the Power Plant for the first response because they are a 24/7 operating unit during the standard academic year. May and August dates are subject to change depending on the academic year start/end schedule. Employees will be notified in writing of being added or removed from the on-call assignment associated to the academic start/end schedule. The following classifications will be required to service this assignment and are considered the primary personnel for on-call/standby assignments:

- Electrical Department Supervisor
- Plumbing Department Supervisor
- Carpentry Department Supervisor
- Stationary Engineer Department Supervisor
- HVAC Department Supervisor

2. The University reserves the right to have as few as one person or as many people on-call as needed pending it's operational needs. The University recognizes that each division in Facilities Operations has a unique and separate function; therefore the University will determine and distribute on-call assignments based on division needs including but not limited to the hours of the on-call assignment, and the number of staff assigned, in association with the academic year. Some divisions operate 24/7 and in these instances there will be no on-call/standby assignments for that division. On-call/Standby is not equivalent to overtime. This policy is not relative to or subject to Article 18 regarding overtime or equalization of overtime.

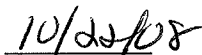
In the event that the primary on-call individual is on a scheduled vacation or other scheduled absence, then the on-call/standby assignment will go to the secondary on-call individual being the next employee in charge within that division.

3. In the event that neither the primary nor the secondary on-call employee are able to fulfill the assignment, the agency will solicit volunteers in writing within the designated classification(s) prior to assigning employees involuntarily. If there are insufficient volunteers, the agency will make the on-call assignment in the designated classification(s) and function based on inverse seniority. If more employees volunteer than initially requested, the agency may increase the number in the on-call rotation or with the secondary assignment and/or the agency will select based upon seniority among employees in the same classification who have permanent status in the classification.
4. The agency shall provide three (3) weeks advanced written notice of any changes to this on-call program to the Union and the affected employees.
5. While on-call/standby, the employee will be provided with a response device as defined in Article 55, Section 6 (e) (i.e. cell phone, beeper, pager, etc.) and will be expected to reply by telephone to a page or call within 15 minutes. The employee will be compensated for the on-call/standby assignment as provided in Article 55, Section 6 (d). If the situation requires a worker to report to the facility, the on-call employee would be expected to assess the situation and contact one of their staff members to report to the facility to handle the situation. If the on-call employee assigns the task to one of his/her subordinates, then this process is subject to Article 18. If the primary responder can not get a staff member to respond within 15 minutes from making the phone call, then the primary responder must report to the facility to handle the situation.

6. An employee who is issued a response device for purposes of on-duty contact will not be considered as having an off-duty on-call assignment, unless the employee is notified of the on-call requirement in writing. The fact that an employee is not required to turn in the response device at the end of the workday does not mean that the employee will be considered on-call. These provisions, however, do not change the employee's responsibility to report for work in the case of emergencies, weather extremes or other reasons if contacted via his/her personal phone number(s).
7. On-call/standby employees who are required to report to work and those who are not on-call but who are required to report to work under paragraph 6 shall be compensated in accordance with Article 18, Section 16 (c).
8. An employee who volunteers for the on-call assignment and who fails to reply or to report when contacted without reasonable justification may be removed from the assignment. Employees will be notified of this provision either in the solicitation for volunteers or the notice of the on-call assignment or otherwise in writing prior to the instance which results in his/her removal from the assignment. After six months, the employee may apply to be reinstated to the on-call assignment. The decision to cancel or to not reinstate the employee's on-call status shall not be able to be grieved or arbitrated.
9. An employee who is assigned the on-call requirement and who fails to reply or to report when contacted without reasonable justification may be subject to progressive discipline up to and including dismissal, which will be subject to appeal as provided in the NP-2 Contract.
10. The decision to institute this on-call program and the designation of the number of employees, job classification(s) and function(s) to be assigned shall be the prerogative of the agency.
11. If an agency determines that the institution of its on-call program would require different terms than those described in this agreement, the agency will notify the Office of Labor Relations, which shall seek voluntary discussions with the Union. If no agreement is reached upon a different agreement or different terms, the agency's on-call program will follow the terms of this agreement.
12. Disputes regarding the application or interpretation of this agreement shall be addressed through the NP-2 contract grievance procedure.
13. This agreement shall remain in effect for the duration as the operational need remains for the on-call assignment, but may be modified as described in this agreement or in accordance with contract language changes.



Southern Connecticut State University



Date Signed