Attachment A

**AUTHORIZATION FOR ON-CALL DUTY**

Effective ­­­­­­­­­­­­­\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ you are approved to serve On-Call (ONR) Duty **only** when given an assignment by your supervisor. Your work section will have a process in place for obtaining your specific ONR schedule listing the day(s) and time(s) for coverage. Please note that only the supervisor has the authority to establish an ONR schedule. The decision of when ONR coverage is needed is to be determined by the supervisor and not the employee.

**Please review your ONR schedule carefully.** To meet one of the qualifications for on-call duty, the employee is specifically required to be ‘*available’* for work.If you anticipate that at any point of the ONR assignment you would not meet this provision, **you must inform your supervisor in a timely fashion** so they can decide to either:alter the schedule; keep the assignment as scheduled, or assign the ONR duty to another employee**. Examples of non-availability include:** vacation days**\***; recovering from an illness**\***; an activity and/or location at time of ONR duty *which might prevent or reduce your ability* to receive or send calls, or not having essential equipment available to respond to a call. \***Note**: On-Call Duty **cannot** be claimed by an employee on days when the employee is on paid leave or unpaid leave (LWOP) for periods of one week or more. Generally, ONR should ***not*** be assigned to employees on days when the employee is on **all-day leave** or **recovering from an illness**.

ONR duty cannot be claimed while an employee is otherwise engaged in State work. For example, if an employee is approved to work extra hours following the end of their normal shift, *and* the extra time worked **crosses** into the time of the ONR assignment, pay for the ONR would ***not* be applicable** until the employee has ceased work. Once **released from work** theONR would be eligible to begin/resume until the pre-appointed end time.

**Call-Back Penalty** is **not** applicable when receiving calls during scheduled ONR duty, even if it results in a return to the work site. When responding to a call, **ONR ceases** and the appropriate compensation begins. Employees **cannot** claim on-call during time that they are also being compensated at their applicable regular rate or a premium rate of pay (STA, HP, OT, CTA, etc). The pay code used when responding to a call will vary based on the employee’s representation, FLSA status, plus any applicable Policy or CBA (Collective Bargaining Agreement). Generally, if **non-exempt from FLSA,** the pay code is OT/CTA. If **exempt from FLSA**, the pay code is STA. Once work ceases, if time remains on the original ONR assignment then the ONR status will resume until the pre-appointed end time.

**State Observed Holidays:** Use the pay code ONR while serving on-call duty during a State Observed Holiday. If a call requiring attention is received, the ONR ceases and the pay code of HP begins. HP is coded while engaged in state work and is compensated at the rate of time and one-half. Once work ceases, if time remains on the original ONR assignment then the ONR status will resume until the pre-appointed end time. Note: If banked compensatory time is preferred in place of HP, consult payroll for the correct pay code.

On Call Time (ONR) is not counted as qualifying time towards a 40 hour work week or an eight (8) hour work day for the purpose of overtime pay. Shift Differential (SDE) is not applicable during ONR coverage, however during time spent resolving a call this may apply ***if* both the following conditions are applicable**: Employee meets the requirements of SEIU CBA, Article 26-Differential Pay, Section 5(a); and the time spent resolving the ONR call takes at least 30 minutes or more.

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Employee Name (printed) OR Number

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Employee Signature Date

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Supervisor Signature Date

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Administrator’s Signature Date

**Note: This On-Call Agreement supersedes any previous On-Call Agreements, making them null and void.**

**When ONR duty is to be cancelled, please fill out the below and send a copy to EGS, Shared Payroll Services**

Effective Date of Cancellation:\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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Employee’s Signature acknowledging cancellation of ONR Duty Supervisor’s Signature acknowledging cancellation of ONR Duty

DATE:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ DATE:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_