

**EXECUTIVE ORDER NO. 61**

**EFFECTIVE DATE:** February 27, 1996

**SUBJECT: INCLEMENT WEATHER POLICY FOR METRO REGIONAL CENTER**

The purpose of this Executive Order is to set forth procedures for employees reporting to work at the Metro Regional Center during inclement weather. Employees at other Metro facilities will follow established procedures for each specific location. These procedures also establish how employee time will be charged when employees are absent due to inclement weather conditions. **These procedures replace all prior Executive Orders regarding inclement weather for Metro Regional Center employees.**

**I. GENERAL**

All employees are expected to work and to arrive at work on time. However, under severe weather conditions, it may be necessary to close Metro Regional Center or provide employees additional time to arrive at work to ensure employee safety. The following procedures shall apply when the Executive Officer determines that late opening, early closing, or closing of Metro Regional Center is warranted. This policy does not apply to employees who are not scheduled to work or on approved leave.

**II. POLICY AND PROCEDURES**

A. General Rules. As a general rule, Metro Regional Center will be open. However, to ensure the safety of Metro employees, the Executive Officer may decide to: close for the day, close early, or allow employees additional time to report to work in the mornings. If the Metro Regional Center is closed entirely or employees are allowed additional time to travel to work, Metro will contact two AM radio stations, KEX (1190 AM) and KXL (750 AM) to request that they broadcast Metro's closure or late opening. The information will be given to the stations by the Media Coordinator before 6:30 AM. Metro has no control over the actual time the information is broadcast after it is communicated to the stations. In addition, a voice mail message will be sent to employees' voice mail boxes at Metro Regional Center. The voice mail message will be available no later than 6:30 AM. It should be noted that situations can arise whereby the voice mail system may be out of service or overloaded with call-ins.

B. Delayed Opening. If the Executive Officer decides that it would be in the best interest of Metro and the safety of Metro Regional Center employees to authorize a delayed opening of Metro Regional Center, the following rules for reporting and compensation will be observed. Employees whose reporting time is before the delayed opening time will be allowed until the delayed opening time to report to work. Employees reporting to work will be compensated for the period from the beginning of their shift up to the delayed opening time at straight time without penalty. An employee requiring additional time beyond the delayed opening time may use their accumulated vacation or personal leave. Compensation due to a delayed opening applies only to employees who report to work. An employee choosing not to report to work will not be compensated.


C. Early Closure. If the Executive Officer decides to close the Metro Regional Center early due to threatening weather conditions, employees who have reported to work will be compensated for the remainder of their normal shift.

D. Metro Regional Center Closed. If the Executive Officer decides to not open the Metro Regional Center due to inclement weather, employees who work at Metro Regional Center, and are scheduled to work that day (i.e. not on vacation or other leave) shall receive pay for a regular shift. Employees whose normal workday is a day when the Metro Regional Center is closed should follow policies and procedures established by their individual departments.

E. Exception for Certain Employees. Due to operational needs and responsibilities, employees in operational positions who work at Metro facilities other than the Metro Regional Center shall follow specific inclement weather procedures established and maintained at each facility for the purpose of reporting and compensation.

The presence of certain non-exempt employees may be required to ensure the safety and security of the Metro Regional Center. If the presence of an employee has been so designated by his/her Department Director and approved by the Executive Officer in advance, he/she shall be entitled to an additional half time pay above the regular pay. Department directors are to submit and maintain a list of any employees in this category for approval by the Executive Officer.

IT IS SO ORDERED this 27<sup>th</sup> day of February, 1996.

  
\_\_\_\_\_  
Mike Burton, Executive Officer



**METRO**

**December 13, 1996**

**To: Doug Butler, Administrative Services Director**

**From: *Judy* Judy Gregory, Human Resource Director**

**Subject: AFSCME 3580, Article 28 - Inclement Weather**

The above referenced article makes it clear that when the Executive Officer decides to open any Metro site late or close any site early due to inclement weather, the affected employees get paid for a full shift.

Because REM cannot close a transfer station, it was their desire to reward their affected employees with some kind of additional pay for having to work when others did not. We included such a provision in the REM manual discussions with the REM Labor/Management Committee. At the October 29 meeting of that committee, it was agreed that the contract should not be reopened on this issue.

There is no contractual provision for rewarding employees who, because of the nature of their job, must work when others do not. Because of the bargaining history of this provision mentioned above, I cannot condone going beyond the terms of the contract.

I have searched for creative solutions to this problem, but have found none. Unfortunately, it's the nature of some people's jobs that they have to work when others do not.

Gatehouse:

each site

Zoo:

Administration Office area

Each bulletin board will have a sign designating a specific AFSCME posting area. Members must confine their posting to these areas.

Section 24.2 Union Representatives: The Union shall appoint and certify the names of shop stewards to Metro.

Shop stewards shall be allowed to investigate and process grievances during working hours. In the event such activities would interfere with either the steward's or employee's work Metro agrees to arrange a mutually agreeable time within seventy two (72) hours. The steward must notify his/her supervisor prior to engaging in Union activity.

#### ARTICLE 25: SAVINGS CLAUSE

Should any Article, Section or portion thereof of this Agreement be held unlawful and unenforceable by any court of competent jurisdiction, such decision shall apply only to the specific Article, Section or portion thereof directly specified in the decision. Upon the issuance of any such decision, the Parties agree immediately to negotiate a substitute, if possible, for the invalidated Article, Section or portion thereof. All other portions of this Agreement and the Agreement as a whole shall continue without interruption for the term of this Agreement.

#### ARTICLE 26: CHILD CARE

Section 26.1 Metro shall establish under the terms of Section 129 of the IRS Code, as a pre-tax benefit, a voluntary deduction by the employee to a flexible spending account for child care.

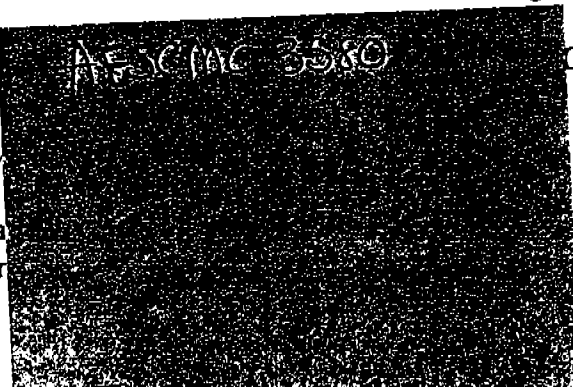
#### ARTICLE 27: EMPLOYEE ASSISTANCE PROGRAM (EAP)

Metro shall provide at no cost to the employee an employee assistance program, subject to approval of funding by the Metro Council.

#### ARTICLE 28: INCLEMENT WEATHER

Section 28.1 Upon determination of the Executive Officer or the Executive Officer's designee, that inclement weather conditions exist, and such determination results in the decision to open later than regularly scheduled hours or close any Metro site to send the staff home before the end of their normal shift, those employees shall receive pay for a regular shift.

#### ARTICLE 29: RECALL UNDERPAYMENT



OVERPAYMENTS/

#### Section 29.1 Overpay

(1) In the event that an employee is not entitled, regard

Metro to which the employee should have known of the

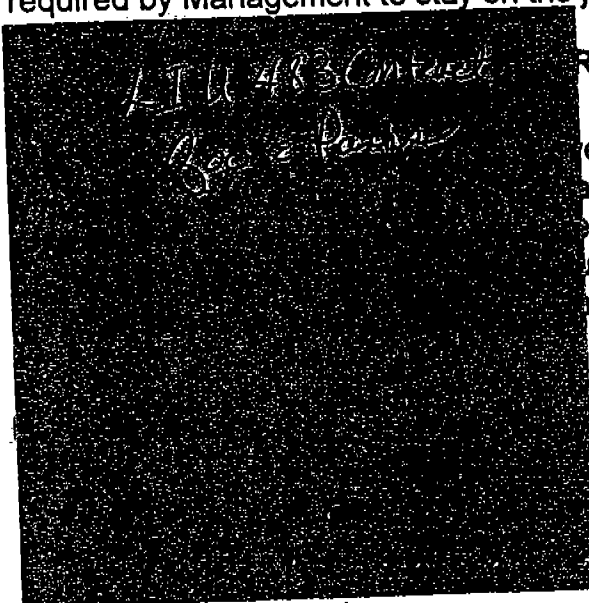
schedule, the employee will be paid time and one-half (1-1/2) only for the time worked in excess of eight (8) hours .

9.2.1 If a Regular Part-Time or Temporary employee is called to work on the Railroad and circumstances make it unfeasible to operate the trains and the employee is sent home, and then later on this same day is called to return to work, he/she shall be guaranteed only two (2) hours pay for the second call.

9.3 Any employee required to work a split shift shall be paid at the rate of time and one-half (1-1/2) for not less than eight (8) hours of such shift (exclusive of any overtime worked in addition thereto). Time worked on the employee's sixth (6th) or seventh (7th) day shall not be covered by this paragraph.

9.4 Upon determination by the Zoo Director or Parks Director, or the Zoo or Parks Director's designee, of inclement weather conditions and such determination results in the decision to close the Washington Park Zoo or the Parks and to send the staff home before the end of their normal shift, those employees required by Management to stay on the job shall receive one (1) hour travel pay.

10.



**SENIORITY**

10.1

Seniority shall be accrued only within their job classification and shall accrue only on the basis of continuous service. Emergency Employment employees shall not accrue seniority during their limited term of employment. All employees shall accrue no seniority rights under this Agreement.

10.2

In the event of lay-off and recall of employees, as well as the reassignment of jobs or opportunities to work on other projects within the Bargaining Unit and the District, the Employer shall prefer those employees with the longest service with the Employer in accordance

with the following sections.

10.2.1 All employees, who transferred to the employment with the Employer from the Portland Zoological Society, seniority dates shall be such dates as their original employment with the Society.

10.2.2 If two or more employees were employed in any classification on the same day, seniority shall be determined by their order of hire by the Employer's records.

10.3 Seniority of an employee as used in this Agreement shall be based upon his/her continuous length of employment with the Employer from their date of hire. Any



**METRO**

DATE: February 26, 1996  
TO: All Metro Employees  
FROM: Mike Burton, Executive Officer  
RE: Executive Order No. 61

A handwritten signature in black ink, appearing to read 'Mike Burton', is written over the 'FROM' line of the memo.

Attached is Executive Order No. 61. This Executive Order is to confirm in writing procedures for employees reporting to work at Metro Regional Center during inclement weather.

The procedures also establish how employee time will be charged when employees are absent due to inclement weather conditions.

These procedures supersede all prior policies or procedures regarding inclement weather days.