

STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS

INTER-OFFICE MEMORANDUM

TO: Anthony A. Bucci
Personnel Administrator
Department of Administration

Marc A. Leonetti
Controller
Department of Administration

FROM: Richard A. Licht
Director
Department of Administration



DATE: February 11, 2013 (Mon)

SUBJECT: **Compensation Policy for Snow Storm Nemo for RI Brotherhood of Correctional Officers: State of Emergency for period ranging from 1:00 PM Friday, February 8, 2013 through 4:00 PM Saturday, February 9, 2013 (RIBCO Arbitration Award 11390-922-05)**

Based upon the above identified Arbitration Award (attachment #1) and legal review by the Department of Administration proceed to compensate consistent with the parameters established by the Award. That is, proceed to compensate "Essential Employees" at the premium rate of double time and one half and "Non-essential Employees" at the straight time rate of compensation without the requirement of leave discharge.

All other parameters established by the Compensation Policy dated February 11, 2013 entitled COMPENSATION POLICY: SNOW STORM - CLOSURE OF STATE GOVERNMENT for period ranging from 1:00 PM Friday, February 8, 2013 through 4:00 PM Saturday, February 9, 2013 (attachment #2) shall continue to be in full force and effect.

CC: Kenneth C. Kirsch, Executive Director(DOA)
Frederick W. Stolle, Executive Counsel (DOA)
George H Rinaldi, Chief Legal – State Labor Relations
Peter M. Marino, Director – Office of Management & Budget
Thomas A. Mullaney, State Budget Officer
Melanie Marcaccio, Deputy Personnel Administrator
Lois M. Hayes, Human Resources Administrator

American Arbitration Association

VOLUNTARY LABOR ARBITRATION TRIBUNAL

In the Matter of Arbitration Between

RIBCO

-and-

STATE OF RHODE ISLAND

CASE NUMBER: 11 390 00922 05

RECEIVED
APR 11 2006
DOC/PERSONNEL

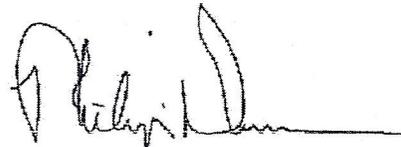
AWARD OF THE ARBITRATOR

The UNDERSIGNED ARBITRATOR(S), having been designated in accordance with the arbitration agreement entered into by the above-named Parties, and dated and having been duly sworn and having duly heard the proofs and allegations of the Parties, AWARDS as follows:

1. The grievance is arbitrable.
2. The State violated the Collective Bargaining Agreement when it failed to pay double time and one half for hours worked by bargaining unit employees during the period of the declared emergency from 9 a.m. January 23rd, 2005 to 5 p.m. January 24th, 2005.
3. The State violated the Collective Bargaining Agreement by charging accrued leave to those employees who were scheduled to work, but did not work those scheduled hours during that period of declared emergency.
4. The State shall make the employees who performed work whole by paying them the difference between what they were paid, and the contractually mandated rate of double time and one half. The State shall make the employees who were excused from work whole by restoring their accrued leave balances.
5. The arbitrator reserves jurisdiction to resolve any remedial issues.

Date:

April 5, 2006



Philip Dunn, Arbitrator

Appearances: Gerard P. Cobleigh, Esq., Counsel for the Union
John Breguet, Esq., Counsel for the State

ISSUE PRESENTED

The parties did not agree upon a precise statement of the issues to be decided by the arbitrator in this proceeding. The State proposed the following issue:

6. Is the grievance arbitrable?
7. Is so, did the State violate the Collective Bargaining Agreement in the manner in which it compensated employees who worked from 9 a.m. January 23rd, 2005 to 5 p.m. January 24th, 2005?
8. If so arbitrable, did the State violate the Collective Bargaining Agreement when it did not compensate employees who were scheduled to work, but did not work those hours according to the Special Time Office criteria?
9. If so, what should be the remedy?

I find that this statement of the issues will permit each party to make the arguments that it wishes to raise in the context of this grievance arbitration proceeding. Accordingly, I adopt it as the statement of the issues presented for determination in this case.

RELEVANT CONTRACT LANGUAGE

ARTICLE IV – MANAGEMENT RIGHTS.

4.1 The Brotherhood recognizes that except as limited, abridged, or relinquished by the terms and provisions of this Agreement, the right to manage, direct, or supervise the operations of the State and the employees is vested solely in the State.

For example, the employer shall have the exclusive right, subject to the provisions of this Agreement and consistent with applicable laws and regulations: ...

- E. To relieve employees from duties because of lack of work or for other legitimate reasons;

- F. To take whatever actions may be necessary to carry out its mission in emergency situations....

ARTICLE XVIII – ARBITRATION

18.4 All other matters concerning changes in wage schedules, monetary fringe benefits or any other matters requiring the appropriation of money shall not become a subject for arbitration. It is understood that this section shall not apply to any obligation arising under the interpretation of this Agreement....

ARTICLE XXXV – PAST PRACTICE

35.5 Except as otherwise expressly provided herein, all privileges and benefits which employees have hereto enjoyed shall be maintained and continued by the State during the term of this Agreement.

EVIDENCE PRESENTED

Rhode Island first adopted a merit system in 1939, and authorized therein the promulgation of personnel rules which would “carry out the provisions of this chapter.” Said rules were specifically imbued with “the force and effect of law” (§36-4-8, G.L.R.I.).

Since at least 1973, those Personnel Rules have contained the following provision:

PR 5.051 Whenever it appears desirable, in the best interests of the State and its employees to allow collective absence from duty, the Personnel Administrator may authorize Department Director(s) to excuse employees at a stated time, providing that enough employees remain on duty to ... carry on crucial work. Employees who are required to work when other employees are so excused shall be paid their regular rate of pay and in addition shall be granted cash payment for this service at the rate of one and one half times for the time worked.

Collective bargaining for State employees was first statutorily recognized in 1958. By 1978, the above-quoted PR 5.051 was expressly incorporated – almost word for word – into all the collective bargaining agreements except for the RIBCO/Rhode Island agreement. Thus, all the other collective bargaining agreements contained the following language from 1978 to 2000:

SPECIAL TIME OFF: Whenever it appears desirable, in the best interest of the State and its employees, to allow collective absence from duty, the Personnel Administrator may authorize department directors to excuse employees at a stated time, providing that enough employees remain on duty to ... carry on crucial work. Employees who are required to work as a skeleton crew when other employees in their department are excused shall be paid their regular rate of pay and in addition shall be granted, in the discretion of the appointing authority, either compensatory time off or cash payment for this service at the rate of one and one half time for each hour worked.

In contrast to all the other State CBA's, this above-quoted language was not incorporated into the RIBCO collective bargaining agreement. Nor was there any other language in the RIBCO contract which explicitly and directly addressed this issue of how bargaining unit employees would be paid during periods of declared "special time off."

From 1978 through 1999, there were seven occasions in which states of emergency were declared and PR 5.051 and/or the contractual STO were implemented for employees of the State of Rhode Island: the blizzard of '78; an ice storm in February 1978; a snow storm in April 1982;¹ Hurricane Gloria in September 1985; Hurricane Bob in August 1991; a winter storm in March 1993; and a critical electrical shortage in June 1999. On each of those occasions, all unionized employees of the State of Rhode Island were treated in the same manner, including the RIBCO members even though their collective bargaining agreement did not contain the STO provision. All unionized employees who worked during the declared emergencies were paid double time and a half, while those who did not report to work were granted administrative leave with pay.

In 2000, all the State CBA's except the RIBCO agreement were modified by the deletion of the above-quoted STO language, with its replacement by the following:

INCLEMENT WEATHER/EMERGENCIES:

Delete the current Special Time Off provisions in Article 10 and substitute the following:

In the event that the Governor or designee determines that an emergency situation exists and as a result makes a public

¹In State of Rhode Island and NAGE, AAA Case No. 1139-0640-87, Arbitrator Schmidt included in his findings of fact that a "State of Emergency" was declared for the blizzard of '78, an ice storm in February 1978, and a snow storm in April 1982.

declaration that an emergency exists or that State offices are closed, the following provisions shall apply:

1. The Department of Administration shall determine the designated starting time of the emergency.
2. Employees who are either allowed to leave their work place early or are excused from traveling to work shall be allowed to discharge vacation leave, personal leave or sick leave....
3. Employees who are required to remain at their place of work or to travel to work shall be compensated at the rate of time and one half for each hour worked commencing at the designated starting time of the emergency....

Again in contrast to all the other State CBA's, this above-quoted language was not incorporated into the RIBCO collective bargaining agreement. Nor was there any other language in the RIBCO contract which explicitly and directly addressed this issue of inclement weather/emergencies.

On January 23, 2005, Governor Carcieri issued an executive order declaring a state of emergency and ordering "non-essential State offices and agencies ... closed" from 9 a.m. Sunday, January 23 to 5 p.m. Monday, January 24, 2005.

Director of Administration Najarian followed up with a January 26, 2005 memo which set forth the manner in which employees would be compensated during the period of that declared emergency. Those excused from duty would be allowed to use accrued leave time in order to be paid. Those required to work would be compensated at the rate of time and one half. This method of payment was applied to the employees in the RIBCO bargaining unit, as well as to all other unionized employees of the State of Rhode Island.

RIBCO filed a class action grievance alleging that its members who were required to work should have received compensation at the rate of double time and a half, and those excused from work should have received straight time pay without any charge against their accrued leave reserves. That grievance has remained unresolved, resulting in this arbitration proceeding.

DISCUSSION

The State argues that the grievance is not arbitrable on substantive grounds, citing section 18.4 of the collective bargaining agreement:

18.4 All other matters concerning changes in wage schedules, monetary fringe benefits or any other matters requiring the appropriation of money shall not become a subject for arbitration. It is understood that this section shall not apply to any obligation arising under the interpretation of this Agreement....

The State asserts that no specific clause in the RIBCO labor agreement defines compensation rights during periods of declared emergency when employees are excused from work. The State notes that the Union's proposed remedy involves the appropriation of money. Thus, the State concludes, the grievance is not substantively arbitrable, given the first sentence of Section 18.4.

The State further argues that to the extent that the Union is claiming a violation of a Personnel Rule – as opposed to any provision of the CBA – then such a claim belongs in a different forum. The arbitration clause in article XVIII of the CBA limits the arbitrator's authority only to "grievances arising out of the provisions of this contract relating to the application or interpretation thereof," the State notes. There simply is no basis for a grievance arbitrator to decide claims based only upon the Personnel Rules, the State concludes.

However, the Union presents two distinct claims that the State violated the terms of the RIBCO collective bargaining agreement, by the manner in which it compensated the employees in the RIBCO bargaining unit during the period of the declared state of emergency. First, the Union argues, the personnel rules are incorporated into the collective bargaining agreement via the following language in Section 4.1 of the CBA:

Section 4.1 The employer shall have the exclusive right, subject to the provisions of this Agreement and consistent with applicable laws and regulations: ...

- E. To relieve employees from duties because of lack of work or for other legitimate reasons;
- F. To take whatever actions may be necessary to carry out its mission in emergency situations (emphases added)....

Under this language, while the State had the right to take actions it deemed necessary to deal with an emergency situation, it had to do so in a manner consistent with applicable laws and regulations which would include the promulgated personnel policy and personnel rules, the Union contends. Thus, while the State pursuant to Article IV of the CBA could tell most employees not to come to work (while keeping essential employees on duty), it had to compensate the RIBCO employees in the manner specified in the Personnel Regulations (as

incorporated into the CBA, as per Section 4.1), the Union concludes.

Separately, the Union cites Section 35.5, "Past Practice." The Union argues that the State consistently over the years has paid employees in the RIBCO bargaining unit in the manner specified in Personnel Rule **PR 5.051**. The Union contends that given that consistent and long-standing practice, the State violated Section 35.5 when it unilaterally abandoned that practice with regard to the declared emergency in January 2005.

It remains to be decided at this point, of course, whether either of those theories of contract violation are correct. However, the Union has articulated theories of contract violation which if correct would result in an "obligation arising under the interpretation of this Agreement." Given that the Union is presenting a claim that the State has violated specific and express terms of the RIBCO/RI CBA, it must be concluded that the grievance is substantively arbitrable.

The State argues that for a number of reasons, the Union's contractual claims are without merit. However, that goes to the merits of the grievance, not to its substantive arbitrability. It is time, then, to turn to the merits of the Union's contractual claims.

As noted above, the Union's first contractual claim is based upon the language of Section 4.1. The Union concedes, quite correctly, that the State had the management right to instruct most employees from the bargaining unit to stay home during the declared emergency period of January 23 and 24, 2005, while directing a skeleton crew to report to duty to maintain essential operations of the Department of Corrections. However, as the Union correctly argues, Section 4.1 further required that in its exercise of that management right, the State had to act in a manner "consistent with applicable laws and regulations," which included compliance with Personnel Regulation **PR 5.051**. Thus, the Union by virtue of the language in article IV, section 4.1 had the contractual right to insist that its members be compensated in the manner set forth in **PR 5.051**.

All the other unions representing state employees in the other bargaining units elected to agree with the state – both prior to and after 2000 – to regulate through specific and detailed contract language the precise manner in which their members would be compensated during period of declared emergency situations. RIBCO and the State, however, for whatever reason decided not to do so. Rather, RIBCO and the State in effect instead decided to leave this matter to the regulation contained in **PR 5.051**, as incorporated by reference into article IV, section 4.1.

Thus, though the designated bargaining agents for the other bargaining units agreed in 2000 to change the manner of compensation during periods of declared emergency, those agreed-to changes had no impact upon the employees in the RIBCO bargaining unit. Rather, because **PR 5.051** (as still incorporated by reference into the CBA via section 4.1) remained unchanged, and continued to regulate the matter of compensation of employees in the RIBCO bargaining unit during periods of declared emergency, the State remained contractually

obligated to compensate the RIBCO members in the manner specified in **PR 5.051**. The State violated article 4.1 if it ignored its own Personnel Regulation with regard to the compensation payable to the employees in the RIBCO bargaining unit.

The ruling herein, that section 4.1 of the CBA incorporates by reference any applicable Personnel Regulations, is consistent with a long line of arbitrable precedent between these parties.² See arbitration awards between RIBCO and Rhode Island in AAA case numbers 1139-2275-86 (Arbitrator Jerue), 1139-1230-85 (Post), 11-390-01223-90 (Gosline), and 11-390-01948-01 (Cochrane).

The State argues that even if **PR 5.051** is enforceable as a contractual matter in this arbitration proceeding, this arbitrator must find that the Union has failed to prove that the State violated **PR 5.051** by the manner in which it paid the RIBCO members during the January 23 and 24, 2005 declared emergency. The State cites the specific wording of the Regulation:

PR 5.051 Whenever it appears desirable, in the best interests of the State and its employees to allow collective absence from duty, the Personnel Administrator may authorize Department Director(s) to excuse employees at a stated time, providing that enough employees remain on duty to ... carry on crucial work. Employees who are required to work when other employees are so excused shall be paid their regular rate of pay and in addition shall be granted cash payment for this service at the rate of one and one half times for the time worked.

First, the State suggests, it was the governor, not the personnel administrator, who issued the declaration of emergency for January 23 and 24, 2005. Thus, the State suggests, the trigger as required by **PR 5.051** never was activated.

However, when the personnel administrator's superior, the governor and chief executive of the State of Rhode Island, issued a declaration of emergency, that action activated the triggering mechanism of **PR 5.051**. Consistent with the governor's declaration, the personnel administrator issued follow-up directives to comply with and implement the governor's declaration. Given these actions of first the governor and then the personnel administrator, the trigger for Regulation **PR 5.051** was pulled for January 23 and 24, 2005.

²Of course, explicit contract language in a CBA can override a contrary Personnel Rule. The contracts for the other State bargaining units from 2000 forward contain detailed and specific language which overrides **PR 5.051**, but the RIBCO/Rhode Island collective bargaining agreement does not.

Second, the State argues, **PR 5.051** does not specify whether or to what extent compensation will be extended to employees who are not required to work; the rule is entirely silent in that regard.

Regulation **PR 5.051** is less than crystal clear with respect to the manner of payment (if any) to be made to those who are excused from working their regularly scheduled hours during a period of declared emergency. However, the reasonable implication of employees being "excused" from work at a stated time is that these employees will receive their straight time pay for the hours they would normally have been scheduled to work, but for the declared emergency; pursuant to the rule, they are being "excused" from work, rather than being merely permitted to take an unpaid leave.

Furthermore, those who are required to work shall receive – in addition to their straight time pay – additional compensation at the rate of time and one-half for all hours actually worked. The logical implication is that all employees will get their regular, straight time pay for their regularly scheduled hours, and that those who are required to perform duties during the emergency will additionally get time and one half for the hours actually worked. Any ambiguity in that regard is resolved by the longstanding, universally applied practice up through 2004 of compensating at straight time those excused from their regularly scheduled hours of work during a period of a declared emergency – without having their accrued leave reserves charged for the excused absence.

Finally, the State argues, the Union failed to prove which employees from the RIBCO bargaining units were required to work. However, the reasonable inference is that the senior managers of the Department of Corrections fulfilled their responsibility and exercised their discretion to determine the number of correctional officers who should and should not work during the period of the declared emergency.³ If they abdicated their responsibility in that regard – and there is no evidence that they did so – the cost of that abdication must fall upon the State, not upon the employees who got themselves to work notwithstanding the severe weather conditions. There is no evidence that any employee ignored the directives of superiors regarding whether or not to report for duty during the period of the declared emergency.

In sum, Personnel Regulation **PR 5.051** remained in full force and effect in January 2005 with respect to the employees in the RIBCO bargaining units. That Regulation required the state to pay RIBCO members who worked during the period of the declared emergency at the rate of double time and one half for all time worked; and to pay those excused from work straight time (without any deduction from accrued leave reserves) for scheduled hours not worked. That

³It is possible that the managers elected to see who could make it into work at the correctional facilities, and then determined that those who were able to arrive constituted a sufficient force to safely and securely operate the facilities through the period of the storm. Such a method of determining staffing, if that is what the Department did, would have been consistent with the governor's declaration.

Regulation was incorporated into the CBA by reference, pursuant to the language of Section 4.1 of the CBA. Accordingly, the State violated the collective bargaining agreement when it paid the employees in the RIBCO bargaining unit in a less favorable manner for the period of the declared emergency on January 23 and 24, 2005.

ArbdecCD:RIBCO92205dec.wpd

STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS

INTER-OFFICE MEMORANDUM

TO: Department Directors and Agency Heads
Associate Directors and Assistant Directors
Human Resources Administrators
Key Personnel Officers
Chief Financial Officers
Chief Payroll Officers
Labor Union Officials

FROM: Richard A. Licht
Director
Department of Administration



DATE: February 11, 2013 (Mon)

SUBJECT: **COMPENSATION POLICY: SNOW STORM - CLOSURE OF STATE GOVERNMENT** for period ranging from 1:00 PM Friday, February 8, 2013 through 4:00 PM Saturday, February 9, 2013

BACKGROUND:

Governor Lincoln D. Chafee directed closure of state government due to a severe Snow Storm.

SPECIFICALLY:

For purposes of compensation policy non-essential State offices and agencies shall be closed (as defined by the applicable department or agency head) on Friday, February 8, 2013 and Saturday, February 9, 2013 and non-essential personnel (as defined by the applicable department or agency head) shall not report to work for the period ranging from 1:00 PM on Friday, February 8, 2013 through 4:00 PM on Saturday, February 9, 2013. For purposes of this policy, all subsequent shift operations shall resume and personnel (as defined by the applicable department or agency head) shall report to work as scheduled at 4:00 PM Saturday, February 9, 2013.

DEFINITIONS:

For purposes of this policy memo, the following definitions shall apply:

ESSENTIAL EMPLOYEES shall be those state employees who on Friday, February 8, 2013 between the hours of 1:00 PM through Saturday, February 9, 2013 at 4:00 PM were determined by their respective department or agency head (or his/her designee) to be necessary and were required to work in order to carry out on that date during said hours the critical business of that department under the emergency condition that then existed.

NON-ESSENTIAL EMPLOYEES shall be those state employees normally considered necessary to the business of the State but whose department or agency head (or his/her designee) determined on Friday, February 8, 2013 between the hours of 1:00 PM through Saturday, February 9, 2013 at 4:00 PM that such employees were not essential on that date during said hours to carry out the critical business of that department. Therefore, they were excused from duty.

Closure of State Government

Snow Storm – February 8/9, 2013

Compensation Policy - February 11, 2013 (Mon)

Page 2 of 3

COMPENSATION POLICY:

This compensation policy includes the **total rate** for the hours physically worked and is **not a premium to be calculated on top of the regular wage**. Further, Union business leave is not an acceptable leave discharge. Finally, this compensation policy is consistent with collective bargaining agreements with one exception/modification regarding credit for “administrative leave” for nonessential employees as discussed below. This policy is applicable to all employees as follows:

- All **non-essential nonunion** employees and all **non-essential bargaining unit** employees excused from duty for their regular scheduled work shift (during the closure) shall be compensated at the **straight time rate of compensation (administrative leave)** for those hours regularly scheduled but not worked. This option shall not set a precedent of any kind and shall not be used or referred to for any purpose in any case for any future like incidents/closures.
- All **essential non-union** “standard work week” employees, all essential non-union “nonstandard work week” employees, and all essential non-union “nonstandard/nonexempt work week” employees directed/required to work (as defined by the applicable department or agency head) by their respective department or agency head (or his/her designee) shall be compensated for all hours worked at the **rate of time and one half** for each hour worked during the period ranging from 1:00 PM on Friday, February 8, 2013 through 4:00 PM on Saturday, February 9, 2013.
- All **essential bargaining unit** “standard work week” employees, all essential bargaining unit “nonstandard work week” employees, and all essential bargaining unit “nonstandard/nonexempt work week” employees directed/required to work (as defined by the applicable department or agency head) by their respective department or agency head (or his/her designee) shall be compensated for all hours worked at the **rate of time and one half** for each hour worked during the period ranging from 1:00 PM on Friday, February 8, 2013 through 4:00 PM on Saturday, February 9, 2013.
- All hours worked prior to 1:00 PM on Friday, February 8, 2013 and after 4:00 PM on Saturday, February 9, 2013 shall be compensated at the normal standard straight time rate of compensation for those hours worked during the employee’s regular scheduled work shift.

NOTE: Employee pre-requested/pre-planned/management pre-approved leave hours scheduled within the regular standard work shift during the hours of the state of emergency (1:00 PM on Friday, February 8, 2013 through 4:00 PM on Saturday, February 9, 2013) stand as scheduled. Administrative Leave is not credited. Examples of such include vacation leave, personal leave, sick leave, pay reduction leave, compensatory leave, military leave with pay and all leaves without pay. The reasoning behind this decision focuses on the fact that an employee who is scheduled to discharge pre-planned/management pre-approved leave by his or her own choosing is unavailable for work and therefore is not available to be scheduled for work during said hours. Under this circumstance, the employee is neither categorized as “essential” (time and one half) or “non-essential” (straight time administrative leave) because of the employee’s pre-planned unavailability to report to work or be available to be scheduled for work on that particular shift during said hours. More importantly, the purpose of “non-essential” employees being allowed to remain at home as opposed to being

Closure of State Government

Snow Storm – February 8/9, 2013

Compensation Policy - February 11, 2013 (Mon)

Page 3 of 3

required to work is to keep them safe and out of harm's way when their services are not absolutely necessary. If no storm was to occur, the employee(s) would have been out of work and unavailable regardless.

NOTE: All provisions of a collective bargaining agreement which modify or supplement this policy shall take precedent over any portion of this policy that may be in conflict with such agreement. In case of such modification or supplementation by a collective bargaining agreement, those portions of this policy not affected thereby remain in full force and effect.

NOTE: Inquiries relating to policy requirements should be addressed initially to respective department Human Resources Administrators and subsequently to Anthony A. Bucci, Personnel Administrator (telephone: 222-2160 email: Anthony.Bucci@hr.ri.gov).

NOTE: PAYROLL REPORTING guidelines shall follow in a separate communication.

*******END*******

INTER-OFFICE MEMORANDUM

Office of Accounts and Control

**TO: Chief Payroll Officers
All State Agencies**

DATE: February 11, 2013

**FROM: Louise M. Anderson
Associate Controller - Operations**

**SUBJECT: Posting Employee Hours for Pay Period 16
CPO 13-14**

Posting Hours for Non-Essential Employees:

For non-essential employees **who did not come into work** on Friday, February 8 and elected to discharge time for their entire shift, please use normal leave codes.

For non-essential employees **who came into work** on Friday, February 8 and left early or left at 1:00 PM due to the Executive Order:

- Post R for all hours worked prior to 1:00 PM
- Discharge leave for any hours not worked prior to 1:00 PM
- Post A (Administrative Leave) for all scheduled hours not worked between 1:00 PM and 4:00 PM

Posting Hours for Essential Employees:

For essential employees who worked between 1:00 PM Friday, February 8 and 4:00 PM Saturday, February 9, please post hours as follows (hours worked from home are not to be charged):

- Any hours to be paid at extra half time - QH
- Any overtime hours to be paid at time and one half – QO

See following pages for examples.

Example 1: Employee's scheduled work week is 35 hours and the emergency falls on a normally scheduled work day. The employee is considered non-essential and took a Personal Day.

S	M	T	W	TH	F	S
					7.00 P	

Example 1A: Employee's scheduled work week is 35 hours and the emergency falls on a normally scheduled work day. The employee is considered non-essential and took a Vacation Day.

S	M	T	W	TH	F	S
					7.00 V	

Example 2: Employee's scheduled work week is 35 hours, 8:30 AM to 4:00 PM and the emergency falls on a normally scheduled work day. The employee reports to work but is required to leave at 1 PM.

S	M	T	W	TH	F	S
					4.00 R 3.00 A	

Example 3: Employee's scheduled work week is 35 hours, 8:30 AM to 4:00 PM and the emergency falls on a normally scheduled work day. The employee reports to work but leaves at 11:30 AM and charges Personal time.

S	M	T	W	TH	F	S
					3.00 R 1.00 P 3.00 A	

Example 4: Employee's scheduled work week is 35 hours, 8:30 AM to 4:00 PM and the emergency falls on a normally scheduled work day. The employee is essential and works his/her full regular shift only (paid extra half time for hours worked between 1 and 4 PM).

S	M	T	W	TH	F	S
					4.00 R 3.00 QH	

Example 5: Employee's scheduled work week is 35 hours, 8:30 AM to 4:00 PM and the emergency falls on a normally scheduled work day. The employee is essential and works his/her full regular shift and stays until 10:00 PM (paid extra half time for hours worked between 1 and 4 PM and time and one half for hours after 4:00 PM).

S	M	T	W	TH	F	S
					4.00 R 3.00 QH 6.00 QO	

Example 6: Employee's scheduled work week is 35 hours and the emergency does NOT fall on a normally scheduled work day. Employee worked 1:00 PM Fri to 8:00 PM Friday.

S	M	T	W	TH	F	S
					7.00 QO	