

To: Payroll Managers
Associate Vice Presidents, Human Resources

From: Gene Howard
Sr. Manager, HR Data Operations and Payroll Systems

Date: March 26, 2020

Re: Emergency Pay for CSUEU, IUOE, and Teamsters 2010

In Vice Chancellor Nazario's March 25, 2020 memorandum to campus presidents, it was announced that the emergency pay provisions for CSUEU, IUOE, and Teamsters 2010 are being implemented retroactive to March 20, 2020, for the Coronavirus (COVID-19) pandemic. This memo supplements Vice Chancellor Nazario's letter and includes pertinent collective bargaining provisions as well as information on non-represented employee groups. If any statements herein conflict with a collective bargaining agreement (CBA), the CBA is controlling.

Emergency Pay provisions are available for individuals in the following CBIDs: CSUEU (Units 2, 5, 7 and 9), IUOE (Unit 10), and Teamsters 2010 (Unit 6). Represented employees in CBIDs not listed above, as well as non-represented employees, are not eligible for emergency pay. Emergency Pay should be paid in accordance with the provision language in the employee's respective collective bargaining agreement. Please refer to the Overtime Pay Determination Chart for Civil and CSU Employees in Section G of the SCO's Payroll Procedures Manual for the appropriate earnings ID codes to use (e.g., 0.5 = OT, 1.0 = OT5, and 1.5 = OT6).

Emergency pay provisions of a collective bargaining agreement (CBA) are only available to those employees assigned to work on campus during the governor's stay at home order. In addition to emergency pay provisions of these CBAs, the following will apply;

- i. Employees who are able to telecommute 100% will be paid their regular salary.
- ii. Employees assigned to work on campus will receive emergency pay pursuant to their CBA for the time they were assigned to work on campus.
- iii. Employees scheduled to work on campus but only need to go into the office part of the week are eligible for emergency pay for the time worked on campus. Employees are paid regular pay for days they telecommute. If unable to telecommute, employees may be eligible to receive CSU paid administrative leave policy, state or federal law, or use accrued leave balances.
- iv. Employees who are unable to telecommute are eligible for CPAL 128 hours paid administrative leave and any other applicable enacted CSU paid administrative leave policy, state or federal law, or accrued leave balances.

- v. Employees who are not assigned duties on campus and are unable to telecommute are eligible for (CPAL 128) leave under the provisions of any applicable enacted CSU paid administrative leave policy, or state or federal law or use accrued leave balances.

* As defined by the memo dated 3/25/2020 from the office of Evelyn Nazario – attached below for your reference

EMERGENCY PAY PROVISIONS – CSUEU, IUOE & TEAMSTERS 2010:

CSUEU (Units 2, 5, 7 and 9)

20.37 Emergency Pay:

When the President has declared a state of emergency at a campus, in exchange for the performance of emergency work by bargaining unit employees outside of their normal assignment, and at a time when those employees would, subject to the approval of the University, otherwise have been able to use administrative leave, the following emergency pay will be provided.

Non-exempt personnel required to return to or remain at work shall receive emergency pay of an additional one-half (½) hour for each hour worked up to forty (40) hours per week. Hours worked in addition to forty (40) hours per week shall be paid at time and one-half (the inclusion of the phrase "an additional" is for the purpose of clarification only).

An exempt employee who is required to work on a day or days declared as a state of emergency at a campus, who would otherwise have been able to use administrative leave, shall receive equivalent informal time off at such time(s) as agreed upon by the employee and the Appropriate Administrator.

IUOE (Unit 10)

24.46 Emergency Pay:

When the President determines it is necessary to close the campus because of an emergency situation or condition and other employees are sent home on paid administrative leave, an employee that volunteers, is asked or is assigned by the appropriate administrator to continue working at the campus where the emergency exists, shall receive “Emergency Pay.”

- a. The term “emergency” as used in this provision means a sudden, unexpected happening; an unforeseen occurrence or condition requiring immediate action including, but not

- limited to a natural disaster, act of terrorism, or threat to campus health and safety or property.
- b. "Emergency Pay" is compensation for the hours worked by the designated employees during their normal shift while the campus is closed during the administrative leave period.
 - c. "Emergency Pay" is a premium payment (exclusive of the employee's regular pay), paid at one times the employee's straight time rate of pay for each hour worked during the emergency when the campus is on administrative leave. At the discretion of management, emergency pay may be awarded as cash or CTO. If paid as cash, the payment must be paid at the employee's straight time rate. If credited as CTO, the hours credited must be on a straight time basis.
 - d. Time worked while receiving "Emergency Pay are regular hours worked during their normal shift within the four (4) hour workweek period.
 - e. The emergency pay premium will also be paid for any hours worked on an overtime basis during the emergency when the campus is on administrative leave.
 - f. Premium pay received as emergency pay for hours worked during the employee's regular shift and when on an overtime basis shall be includable compensation for the purposes of determining the regular rate of pay for the payment of overtime.
 - g. Employees on paid time off (i.e. Sick Leave, Vacation, Personal Holiday) when the emergency is declared who are not called back to work shall remain on such paid time off status and will not receive administrative leave pay or emergency pay.

Teamsters 2010 (Unit 6)

24.53 Emergency Pay:

When the President determines it is necessary to close the campus because of an emergency situation or condition and other employees are sent home on paid administrative leave, an employee that volunteers, is asked or is assigned by the appropriate administrator to continue working at the campus where the emergency exists, shall receive "Emergency Pay."

- a. The term "emergency" as used in this provision means a sudden, unexpected happening; an unforeseen occurrence or condition requiring immediate action, including, but not limited to a natural disaster, act of terrorism, or threat to campus health, safety or property.
- b. "Emergency Pay" is compensation for the hours worked by the designated employees during their normal shift while the campus is closed during the administrative leave period.
- c. "Emergency Pay" is a premium payment (exclusive of the employee's regular pay), paid at one times the employee's straight time rate of pay for each hour worked during the emergency when the campus is on administrative leave. At the discretion of management,

emergency pay may be awarded as cash or CTO. If paid as cash, the payment must be paid at the employee's straight time rate. If credited as CTO, the hours credited must be on a straight time basis.

- d. Time worked while receiving "Emergency Pay" are regular hours worked during their normal shift within the forty (40) hour workweek period.
- e. The emergency pay premium will also be paid for any hours worked on an overtime basis during the emergency when the campus is on administrative leave.
- f. Premium pay received as emergency pay for hours worked during the employee's regular shift and when on an overtime basis shall be includable compensation for the purposes of determining the regular rate of pay for the payment of overtime.
- g. Employees on paid time off (i.e., Sick Leave, Vacation, Personal Holiday) when the emergency is declared who are not called back to work shall remain on such paid time off status and will not receive administrative leave pay or emergency pay.

NON-REPRESENTED GROUPS

Management Personnel Plan (MPP) (M80), Confidential (C99) and Excluded (E99)

MPP, confidential and excluded employees including student assistants are not entitled to emergency pay. However, if an employee is assigned work on campus during the Governor's "stay at home" directive due to COVID-19, any additional pay will be left to the discretion of the Campus President. If the president offers emergency pay provisions to the student employees, the hourly pay is processed as per standard campus procedures when processing premium time.

If campuses posted or distributed information that is contrary to what is in the collective bargaining agreements and indicated above, please contact your designated campus Labor Relations Manager.

Please direct campus questions to Human Resources Management at (562) 951-4411.

Thank you.

MEMORANDUM

DATE: March 25, 2020

TO: CSU Presidents

CC:

FROM: Evelyn Nazario
Vice Chancellor
Human Resources



SUBJECT: Emergency Pay for CSUEU, IUOE, and Teamsters 2010

As discussed on our call on Monday, March 23, 2020, with the rapidly changing circumstances regarding coronavirus and the Governor's 'stay at home' directive, the provision of emergency pay for CSUEU, IUOE, and Teamsters 2010 is being implemented retroactive to March 20, 2020.

A technical letter providing instructions on implementing the emergency pay provision for each of the three collective bargaining agreements (CSUEU, IUOE and Teamsters 2010) is currently being drafted and will be forwarded to campus AVPs for HR and Faculty Affairs and payroll managers with instructions to share the information as appropriate.

I also agreed to send you the information I shared on the call regarding how some campuses are determining critical duties on campus. Listed below are the criteria some campuses are currently using to determine duties that must still be performed during times of emergency, which in turn helps identify what classification of employees are required to report to work.

1. The health, welfare, and safety of community members who remain on campus
2. Critical information technology services and security
3. Building or property safety, security, or integrity
4. Research animals, specimens, or equipment support

CSU Campuses
Bakersfield
Channel Islands
Chico
Dominguez Hills
East Bay

Fresno
Fullerton
Humboldt
Long Beach
Los Angeles
Maritime Academy

Monterey Bay
Northridge
Pomona
Sacramento
San Bernardino
San Diego

San Francisco
San José
San Luis Obispo
San Marcos
Sonoma
Stanislaus

5. Operation of critical infrastructure (power, water, heat, roads, etc.); or,
6. Critical business, contractual, or legal obligations.

I hope this information is helpful.

Thank you very much for your patience during this time of influx and uncertainty as we continue to work through and find solutions to all the different issues and challenges we are having to address.