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## Emergency Compensation Policy

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**Scope:** All campuses served by Louisiana State University (LSU) Office of Accounting Services, herein referred to as “LSU” or “University”.

This policy is intended to cover all emergency incidents as declared by the LSU President and shall be effective as of the amended date. The provisions of this policy are applicable only upon declaration of an emergency incident that results in a partial (less than one day) or full closure of the University and shall remain applicable until normal operations are resumed. A delayed opening is not considered a partial closure.

**Issuance Date:** January 1, 2020

**Amended:** January 11, 2022. This FASOP supersedes and replaces all prior versions.

**Purpose:** This policy establishes guidelines for the compensation of employees during an emergency incident that results in a partial or full suspension of normal operations. The policy identifies the compensation level for each employee classification associated with the University.

**Procedures:**

**A. Definition of Emergency Compensation:** As the basis for this policy, LSU applies Special Leave as defined in LSU Policy Statement (PS) -12 “Leave Guidelines for Academic, Professional and Classified Employees” for covered employees released from work; adopts the Civil Service definition of State overtime in Chapter 21 of the Civil Service Rules for classified employees; and adopts the FLSA (Fair Labor Standards Act) definition of overtime for student and contingent employees. Eligibility for overtime is defined in LSU PS-61 “Overtime Policy”.

**B. Classification of Employees**

1. Emergency Essential Employee – Employee in a position that is designated as essential to emergency operations as defined in FASOP: HR-01 “Emergency Essential Personnel”.
2. Emergency Non-essential Employee – Employee in a position that is not designated as essential to emergency operations.
3. Classified Employee – Employee in a position covered by the provisions of the Civil Service System of the State of Louisiana.
4. Unclassified Employee – Employee in a position specifically exempt from classified service such as professional and administrative staff and faculty.
5. Contingent Employee – Employee appointed for temporary, seasonal, or intermittent service.

6. Exempt – Employee performing work exempt from the overtime provisions of the FLSA.
7. Non-exempt – Employee performing work subject to the overtime provisions of the FLSA.
8. Student Employee – Employee that is an undergraduate, graduate, or high school student enrolled in classes (except during summer periods), in good academic standing and appointed for part-time temporary work.
9. Graduate Assistant – Employee that is a graduate student enrolled full-time and holds an assistantship.
10. Professional Hourly – Unclassified employees that are paid on an hourly basis.

### **C. Emergency Compensation Provisions**

1. A full campus closure is defined as a suspension of operations that begins at 12:00 AM and continues through 11:59 PM.
2. A partial campus closure (less than a full day) is defined as a suspension or delay of operations that is announced during the workday and results in a partial day closure. Employees are released from duty for the remainder of their shift or instructed not to report to work for shifts scheduled during suspended operations. Essential employees instructed to remain or report to work during suspended operations will be paid state overtime beginning with the time of suspended operations. Hours worked prior to early dismissal or after normal operations resume will be paid at the regular rate of pay.
3. For an emergency incident that does not result in a full campus closure (less than a full day), the compensation guidelines provided in this policy will apply only to the employees whose ability to report or remain at work are affected by the incident.
4. This policy is intended for situations of short duration as LSU is not in a position to maintain employees on Special Leave indefinitely. Should an emergency incident extend past a reasonable period of time, as determined by the LSU President, in light of circumstances and available resources, Special Leave may no longer be a viable option and another course of action may be implemented.
5. Essential employees scheduled to report for shelter in place on the day prior to a full official closure may charge the entire shift to emergency hours worked for the entire shift.
6. Employees scheduled to report to work during a full official closure shall enter emergency hours worked for all hours worked in addition to special leave for all regularly scheduled hours. . Shifts that extend beyond 11:59 PM on the day of the full official closure shall receive emergency pay for the entire shift based upon the start time of that shift.
7. Employees shall be given time off, without loss of pay or charged to annual, sick, or compensatory leave, when operations are suspended. Classified and Professional Hourly Employees not scheduled to report during suspended operations shall be given special leave. Departments shall maintain emergency response plans and communications as directed by FASOP HR-01, Emergency Essential Personnel. Failure of an essential employee to return or report to work when directed may result in the employee being

required to use annual or compensatory leave or leave without pay for continued absence, and the employee may ultimately be subject to disciplinary action.

8. Employees who are on leave without pay are not eligible for compensation during an emergency incident. Official closings are not considered holidays; therefore, holiday pay is not applicable for an emergency incident unless employees are assigned to work an emergency incident on a declared University holiday as designated by the governor or LSU President.
9. Classified and Professional Hourly Emergency Essential Employees required to shelter in place shall be compensated according to FLSA guidelines. An employee who is required to be on duty for less than 24 hours is working even though he/she is permitted to sleep or engage in other personal activities when not busy. An employee required to be on duty for 24 hours or more may agree with the employer to exclude from hours worked bona fide regularly scheduled sleeping periods of not more than 8 hours, provided adequate sleeping facilities are furnished by the employer and the employee can usually enjoy an uninterrupted night of sleep. No reduction is permitted unless at least 5 hours of sleep is taken.
10. An employee scheduled to begin employment on a day that becomes an official closure will be placed on Special Leave and the effective date of employment will be considered that day. An employee scheduled to resign on a day that becomes an official closure will be placed on Special Leave and the date of resignation will be considered that day.
11. In the event of a campus closure or suspended operations on a scheduled holiday per PM-5, emergency compensation will be paid for all hours worked. Additional holiday worked premium will not be paid during suspended operations.
12. Granting of Special Leave pursuant to this policy shall be solely at the discretion of the LSU President.

**D. Employee Classification and Compensation Level**

In the event of an emergency incident that results in a **full or partial closure** of the University, the following employee compensation plan will be implemented during suspended operations as directed above:

<b>Employee Classification</b>	<b>Compensation</b>
Classified and Professional Hourly (Exempt or Non-exempt)	Placed on Special Leave; receives Regular Pay for all regular scheduled work hours
Classified and Professional Hourly Emergency Essential (Exempt or Non-exempt)	1.5 times regular rate of pay for all hours worked during suspended operations. Employees enter emergency hours worked for all hours worked in addition to special leave for regularly scheduled hours
Unclassified Emergency Non-essential	Placed on Special Leave; receives Regular Pay for scheduled work hours
Unclassified Emergency Essential	Receives Regular Pay
Student & Contingent Employees	Receives pay at regular rate for hours actually worked; overtime as applicable under FLSA
Graduate Assistants	Receives Regular Pay