Premium Pay
AFSCME (BL, IN, SB) 3.2

Effective: July 1, 2012
Last Updated: February 11, 2014

Responsible University Office: University Human Resources

Responsible University Administrator: Senior Vice President and Chief Financial Officer

Policy Contact: University Human Resources

A. Scope

This policy applies to all Service Staff employees at Bloomington, IUPUI, and South Bend.

B. Policy Statement

1. Indiana University recognizes that certain work related circumstances call for additional compensation in the form of premium pay in addition to an individual's base salary. The purpose of this policy is to identify those circumstances, the criteria to qualify for the premium pay, the amount of the premium pay, and the general guidelines for administering the premium pay.

2. This policy establishes the university's personnel policies on the following premium pay benefits:
   a. Call back Pay
   b. Changes in work schedules
   c. Confined Space Pay
   d. Emergency Rest Time
   e. High Pay
   f. Shift Differential/ Shift Premium
   g. Stand-by Pay
C. Procedures

1. Call-back (Call-in) Pay
   a. A Staff employee who is called back or called in to work in the regular position outside the scheduled workday, necessitating an additional trip to and from work outside the normal workday, is compensated at time and one half for a minimum of two hours.
      i. A Staff employee will receive this compensation only once for the same block of two hours, regardless of the number of trips back to work during that period.
      ii. At IUPUI, an employee will receive this compensation only once for the same block of two hours for work required on the same project regardless of the number of trips back to work during that two-hour period.
   b. At Bloomington, travel time is included in the call-back calculation in departments where this practice currently exists at the time of this agreement [July 1, 2006].

2. Changes in work schedules
   a. If a change in an appointed employee's work schedule is made requiring work on a day originally scheduled off, such work is compensated at time and one-half unless the notice of the work schedule change is made to the employee at least five calendar days in advance of the scheduled day off.
   b. At Bloomington, Physical Plant craft workers, whose shifts are changed to evenings or nights for temporary assignments exceeding three work days will receive a pay premium equal to 10 percent of their base hourly rate for the entire period of the temporary assignment.
   c. At Bloomington, when a craft worker’s work week is temporarily restructured such that the week includes Saturday and/or Sunday, the employee shall receive a ten percent payment per hour for all hours worked on the weekend. This premium shall be retroactive to July 1, 1991. If an employee earns overtime during a temporary-restructured-weekend schedule, overtime pay is calculated on the total of base pay plus premium.
   d. At Bloomington, any appointed employee, who receives notice of a change in starting time less than 48 hours before the start of his or her regular shift, shall be compensated at a time and one-half rate for all hours worked outside of the regular shift.

3. Confined space pay
   a. At IUPUI and South Bend, appointed employees working in a permit-required confined space will be paid a premium of $1.50 per hour for time actually spent working in the confined space.
      i. University administration will determine the confined spaces that meet the OSHA definition and require a permit.
      ii. Employees must have completed the safety training on confined spaces to be eligible for this premium.

4. Emergency Rest Time at Bloomington
   a. Emergency conditions occasionally require SM employees to work continuously beyond normal work
assignments. Situations develop where workers have inadequate rest to report for their normal work hours. When these conditions occur, the following provisions apply.

i. For purposes of this policy "adequate rest" is defined as six or more hours free from work.

ii. The policy shall be that all work beyond sixteen continuous hours shall be further compensated by granting one hour of time off for each hour of time worked beyond sixteen continuous hours. This time will be designated as Emergency Rest Time (ERT).

iii. This Emergency Rest Time will be in addition to the normal compensation for the hours worked.

iv. Furthermore, under extreme emergency conditions in cases where employees are given less than six (6) hours off-the-clock before returning to the job, the hours of each work assignment will be combined. Emergency Rest Time will be earned for all hours worked in excess of sixteen (16) hours in that period. Emergency Rest Time will not be earned for hours off the job between work assignments.

   1. Extreme emergency conditions are defined as unexpected or serious situations with campus-wide impact that require urgent, immediate action or endanger the university such as: snow, earthquake, flood, fire, tornadoes, riots, terrorism, and utility outages.

   2. Extreme emergency conditions” do not include situations such as scheduled overtime, regular call-back, stand-by, or any other situation not described in the paragraph above.

v. Employees shall receive up to a maximum of eight (8) hours of Emergency Rest Time for all hours actually worked without adequate rest. (7/02)

vi. The employee will be required to use this time for the employee's next normal workday that emergency conditions do not make that employee's attendance necessary. An employee who has accrued the maximum of eight (8) hours of Emergency Rest Time must receive their supervisor's approval to continue working.

vii. Should the emergency cause the employee to continue to work beyond 24 hours without adequate rest of 6 hours off the clock, each hour after 24 hours will be paid at a rate twice the employee's regular rate of pay. (7/02)

5. High Pay

a. At Bloomington, the High Pay will be paid as follows:

   i. When working above elevations of ten feet on sloped (6 on 12) slate or tile roofs or coping suspended by rope device.

   ii. When utilizing a swinging stage, bosun's seat, swinging scaffolding or ladder jack at elevations above 15 feet.

   iii. When working on scaffolding that is higher than 15 feet.

   iv. When working on a step ladder above 15 feet.

   v. Physical Plant Hi-Voltage craft workers who must free climb to repair or re-lamp lighting
systems at the North Fee Lane Fields, Armstrong Stadium, Memorial Stadium, and Woodlawn Field will receive a pay premium equal to 30 percent of their base hourly rate provided they are free climbing and not working from a bucket truck or other mechanical device. This premium is considered to be an incentive pay, and not hazardous duty pay.

vi. Tree trimmers free climbing above 15 feet will be entitled to high pay at the rate provided for the campus below.

vii. Tuck Pointers and to employees doing steeplejack work.

b. At IUPUI, High Pay will be in effect as follows:
   i. Use of bosun chair, swing stage or rope chair
   ii. Use of belts on outside windows
   iii. Use of scaffold: one section (6 feet) or higher
   iv. Use of a ladder: two sections or more or to the second floor height inside and outside
   v. High pay does not apply to any permanent structure nor does it apply to using a permanently fixed ladder to climb to a flat, guarded surface to work. It only applies to working from temporary structures or appliances 6 feet or higher.

c. At South Bend, “Hazardous conditions” for which High Pay is eligible will be in effect when:
   i. Scaffold work is performed at a height of two (2) or more sections;
   ii. Work is performed away from any swinging stage, rope chair, or belt;
   iii. Extension ladders are used to accomplish work at a height equivalent to second floor level from ground level of a building; and
   iv. When such work is assigned by appropriate supervisory or administrative authority within the department

d. At Bloomington and South Bend, the High Pay rate shall be $.75 per hour or 15% of the employee's hourly rate, whichever is larger, in addition to the employee's existing wage.

e. At IUPUI, employees are paid High Pay of an additional $.75 per hour for time actually spent working from these types of structures or appliances

f. Overtime pay shall be calculated on base pay plus the high pay premium.

6. Shift differential

   a. University Human Resources determines which Service jobs at each campus are eligible for shift differential pay based on the current needs of the university and will notify the union of any decision to utilize this provision.

   b. Campuses may request that specific Service jobs be eligible for the premium pay.
c. If a Service job at a campus is deemed eligible for shift differential pay all positions within the job at the campus will be eligible.

d. Employees in eligible positions with pay rates above the university’s published salary schedule are not eligible for shift differential pay until the employee’s pay rate is no longer above the maximum of the pay schedule.

e. The shift differential pay will be provided to Service Staff whose primary position is eligible for the shift differential pay and who are scheduled to work evening and night shifts.
   i. Evening and night shifts for the purposes of determining eligibility for shift differential pay is defined as shifts regularly scheduled to work six (6) or more hours between 3:00 PM and 8:00 AM.
   ii. Shift differential pay will only apply to hours worked between 3:00 PM and 8:00 AM, provided a minimum of six (6) hours is worked during the timeframe. Time worked outside of the designated periods for shift differential purposes will be paid at the employee’s base hourly rate.

f. Shift differentials are a premium pay, and are separate from the base hourly rate of pay.

g. The regular rate calculated for purposes of overtime pay will include shift differential pay.

h. The following paid time off categories are not eligible for shift differential:
   i. Vacation
   ii. PTO
   iii. Sick Time
   iv. Income Protection
   v. Compensatory Time

i. The following categories of paid time off are eligible for shift differential:
   i. Adverse Weather (WTH)
   ii. Adverse Working Conditions (ADW)
   iii. Emergency Rest Time (ERT)
   iv. Holiday (including HOL and HTK)
   v. Injury with pay (INJ)
   vi. Union Business (UNB)

j. An employee who is scheduled, called back, or called in to work outside the normal daily work schedule (and requires an additional trip to and from work outside the normal workday) is eligible for shift differential for time worked between 3:00 p.m. and 8:00 a.m. regardless of the length of time
worked.

k. The shift differential pay shall be a fixed dollar amount of $0.50 per hour of the employee’s base rate.

7. Stand-by Pay

a. A department will establish in consultation with the campus human resources office Stand-by procedures for the department that are consistent with the criteria listed below. The department will determine what jobs are covered and what hours are covered for Stand-by time for the department and provide the information to the employees and to the campus human resources office.

b. Eligibility for Stand-by pay will be determined in consultation with the department and the campus human resources office and must meet all of the following criteria:

i. Employees are required to be available on call to work at a time that is outside their normal scheduled hours of work.

ii. During the designated Stand-by hours, employees who are assigned to Stand-by status are unrestricted in movements or location, but must remain accessible by phone or pager and in a fit condition to work.

iii. Stand-by employees must be available and respond within a reasonable time period established by the department.

iv. Employees assigned to Stand-by status who cannot be located, who do not respond in a timely manner, or who fail to report to work when called in will forfeit Stand-by pay for that shift and may be subject to corrective action.

c. At Bloomington, The amount of the Stand-by pay will be one hour's pay for every eight hours in Stand-by status.

d. At IUPUI, employees assigned to Stand-by status are paid $1.50 or $2.00 per hour (as determined by the department) for the designated Stand-by hours. If called back to work, Stand-by pay is discontinued during the hours the employee is called back.

i. Standby pay does not normally apply to employees in Maintenance (except Building Automation and Key Shop) within Campus Facility Services.

e. At South Bend, Employees who are required to be on Stand-by outside of their regular scheduled work hours for seven or more consecutive days shall receive $1.50 per hour for the designated stand-by period.

i. This is in addition to any compensation that the employee is otherwise eligible for under the Call-Back policy.

ii. There will be one Stand-by list maintained and employees in the SMOQ mechanical maintenance rank and above will serve in the Stand-by rotation. The employee in Stand-by status is responsible for personally filling a minimum of 3 of the weeks assigned and either personally working or finding a qualified substitute in advance for any Stand-by rotations in excess of 3 in a calendar year. The Assistant Director of Facilities Management may allow exceptions to the requirement that employees personally fill their assignments in the event of
emergencies or vacations. Where allowed by this policy or with Management approval, the supervisor shall be notified in the event of a substitute as soon as possible.

D. Sanctions

Managers, supervisors, and employees who violate this policy are subject to corrective action, up to and including separation.

E. Web Address for this Policy

hr.iu.edu/policies/sm-all/salary/premium_pay.html

F. Related Information

Examples of the 16-Hour Rule

F. History

In the Spring of 2012, Indiana University administration and AFSCME Council 62 leadership worked to merge the personnel policies covering Service (SM) Staff at Bloomington, IUPUI, and South Bend into one set of policies. This is one of the 27 policies that is the product of their work. Effective July 1, 2012, it brought together the provisions that were the same on all three campuses; eliminated differences when agreement could be reached; and identified those provisions in which differences remained.