

## **Merit Pay Effective 8/1/2011**

**Merit pay is required to be paid to certain employees based on contract language. Merit Pay is usually paid on the last payday of the month immediately after the month for which time is evaluated. Certain leaves do not charge against the qualification of merit pay – they are “JUR” Jury duty, “WCQ” – Restricted Light Duty, “TDE” – Temporary Duty Elsewhere (TDE) “CTT” – Comp Time Taken and in certain groups “BRV” - Bereavement.**

### **AESOP Bargaining Unit (Non-Bargaining A)**

The District shall pay one dollar (\$1.00) per hour each month providing they used no sick, annual or personal leave (paid or unpaid); except for the use of up to three (3) days of sick leave for the death of an employee's father, mother, brother, sister, spouse, child or member of the employee's household (BRV). An absence for reason of being called for or serving on a jury, for “light duty” associated with a Workers' Compensation claim; an approved TDE that takes the employee away from his/her regular work site to attend a District approved training; or using approved compensatory time during the month shall not prohibit the earning of merit pay. This provision shall apply to all bargaining unit members beginning with the first day of their second year of consecutive employment with the District in a bargaining unit position occupied for that period of time; however, an employee with at least one (1) year of service with the District who becomes a member of the Association's bargaining unit without a break in service with the District will be eligible for this benefit. AESOP employees that work during the summer sessions receive one dollar (\$1.00) per hour for summer hours worked. Currently each month is assessed in and of itself for payment purposes.

### **Confidential Secretaries (Non-Bargaining C)**

The District shall pay one dollar (\$1.00) per hour each month providing they used no sick, annual or personal leave (paid or unpaid) during the month. An absence for reason of being called for or serving on a jury, for “light duty” associated with a Workers' Compensation claim; an approved TDE that takes the employee away from his/her regular work site to attend a District approved training; or using approved compensatory time during the month shall not prohibit the earning of merit pay. This provision shall apply to all bargaining unit members beginning with the first day of their second year of consecutive employment with the District in a bargaining unit position occupied for that period of time; however, an employee with at least one (1) year of service with the District who becomes a member of the non- bargaining unit without a break in service with the District will be eligible for this benefit. Currently each month is assessed in and of itself for payment purposes.

### **Bus Drivers and Bus Attendants (FPSU B)**

Merit pay shall be paid on or by the last day of the following month in which it is earned.

**Bus Attendants** shall receive a supplement of one dollar (\$1.00) per regular hours worked, to be earned each month, provided the bus attendant is not absent for any reason. “Not absent for any reason” means the employee was in attendance during all scheduled working hours on all scheduled work days except that

absences for approved jury duty, an approved TDE to attend other work related activities, or "light duty" under an approved Workers' Compensation claim, will not count as being absent when determining eligibility to receive a merit pay supplement. While absences on any emergency days when schools are closed will not count as being absent, being absent on any make-up days except as provided above, will disqualify the employee from receiving a merit pay supplement. Bus attendants will be eligible for the supplement during the summer months upon the same conditions that apply to merit pay during the regular contract year.

**Bus Drivers** shall receive \$175.00 per month in which the driver is not absent for any reason and that they have no motor vehicle violation with conviction or accidents while operating a school bus. "Not absent for any reason" shall mean that for the month of September, August attendance shall be counted and for the month of May, June attendance shall be counted. August and June are considered extensions of September and May.

Bus drivers who do not miss any days of work and who have no motor vehicles violation with conviction or accidents while operating a school bus during the summer school session receive a merit pay supplement of \$175 on or by August 31st each year.

#### **School Food Service (FPSU B)**

Merit pay for food service employees is thirty-five cents (\$.35) per regular hours worked, to be earned each month, provided the food service employee is not absent for any reason. Merit pay shall be paid by the 31st of the following month in which it is earned. Food service workers will be eligible for merit pay supplement during the summer months upon the same conditions that apply to merit pay supplement during the regular contract year.

#### **Paraprofessionals (FPSU D)**

Employees represented by this bargaining unit (Paraprofessional II's, Child Development Associates, Hearing Interpreters, Language Translators, etc.) shall be eligible for a twenty-five cent (\$.25) per hour attendance incentive for having no absences during any month in which they work 11 or more compensable days. If an employee is absent for any reason, they will be ineligible for the merit pay for that month. All merit pay shall be paid by the 31st of the month immediately following the month when merit pay was earned.

#### **Custodial (FPSU B and FPSU F)**

Attendance incentive pay for custodial employees will be \$.70 cents per hour, earned each month, provided the custodian is not absent for any reason that month. If the custodian is absent for any reason, they will be ineligible for incentive pay for that month. Attendance incentive pay shall be paid on the last pay date of the month immediately following the month when the incentive pay was earned. Absences for "WCQ" – Restricted Light Duty, "JUR" – Jury Duty or "TDE" – Temporary Duty Elsewhere are excluded for this purpose and do not affect the ability of the employee to earn merit.

### **Frequently asked Questions:**

**Question:** 'You have an employee with two part-time positions: example, School Food Service Assistant 187(B) and 260(B) Custodian, both positions are FPSU but each job belongs to a different pay group. Employee received merit on the 187B position but not the 260B position.'

**Answer:** As long as the employee is not absent in either position they are eligible for the merit attendance incentive based on the rules of each job. This is not 'double dipping'. They are earning the attendance merit incentive as a Food Service Worker and also earning it as a Custodian. However, if the employee is absent in only one job they would receive merit for only the eligible position.

**Question:** 'An employee was hired in the bargaining unit FPSU as a 180(B) effective 11/07/07. She was promoted to a 206 AESOP effective 8/20/08. Should she receive merit pay immediately since she has been in the district? In the merit pay documents it states that if you enter into bargaining unit AESOP for the 1<sup>st</sup> time the rule is you have a one year waiting period.'

**Answer:** Because she was in a separate bargaining unit position before transferring to an AESOP bargaining unit, she is eligible for the attendance incentive immediately upon moving to the AESOP unit position, provided it meets the monthly attendance requirements.

**Question:** 'An employee that has been with the district since 2006 goes out on leave for 2 months and then returns and the system does not pay her merit pay. What is the rule for an employee returning from leave in the same year?'

**Answer:** If the employee is an AESOP or FPSU represented employee and was simply on an approved leave of absence, that is not considered a break in service and they are eligible for attendance incentive pay after returning from leave.

**Quick note: If you have an employee who ended employment and was re-hired at a later date, then they would be considered a new employee, and therefore would have to wait a year (AESOP) before being eligible again to start receiving merit pay**