ARTICLE XVII 1 SALARY ADMINISTRATION PROCEDURES 2 FOR PESPA SALARY SCHEDULES 3 4 SALARY SCHEDULE The salary of each employee covered by this Agreement is set forth in Appendix B 5 which is attached hereto and made a part thereof. 6 1. An increase of 1.5% will be added to the salary of each bargaining unit 7 member for the 2012 2013 school year, effective November 1, 2012, as per 8 Appendix B. 9 2. No increases on the salary schedule will be provided for the 2009-10 10 school year. However, the parties agree to an increase of 1.5% added to the 11 schedule for the 2010-11 school year. 12 3. \$250 in compensation shall be provided for employees who have 13 completed all three strands of the requirements for Certificate of Distinction 14 H. This amount will be in addition to any compensation received for 15 completion of Certification of Distinction I. Effective 2009-2010, payment 16 for completion of Certificate f Distinction I shall be increased to \$225. 17 Salary Schedule Implementation 2015-2016 work year: For the 2015-2016 18 work year employees shall be placed on Level A through Level N at the 19 appropriate pay grade based on the following: 20 a. No employee shall be paid less than the employee's current base hourly 21 22 b. Employees hired after February 1, 2015 shall be placed on the Level of 23 the Salary Schedule closest to the employee's current base hourly rate of 24 pay on the Salary Schedule. 25 c. Employees hired on or before February 1, 2015 shall be placed on the 26 appropriate Level, B through N, by multiplying the employee's current 27 base by three percent (3%) and then placing the employee at the next 28 higher Level, B through N, for the employee's current pay grade. 29 d. For any Employee where the implementation of item c. 3 above results 30 in a rate higher than the respective hourly rate at Level N for that pay 31 grade, the employee shall be paid the three percent (3%) increase in 32 33 e. Pay increases shall be effective, and paid retroactive to, July 1, 2015. 34 35 1. Effective Date 36 The effective date of the provisions set forth in the following procedures and salary 37 schedules shall be July 1 of the fiscal year, unless otherwise indicated. Only 38

employees on the active payroll, or on approved leave of absence at the time the

annual increases are ratified and are approved by the Board, would be eligible to receive any new salary adjustments.

Base salary/rate is defined as an employee's unequalized hourly rate of pay, exclusive of shift differential or any other applicable bonus.

An individual's base rate of pay will not be less than <u>Level A for the pay grade of</u> the assigned position the minimum of the salary range or over maximum, except when the intern procedure is recommended or in the case of temporary promotions.

For consistency in administration, base hourly rates are used for calculation purposes in applying the following procedures.

2. Placement on Salary Schedule

a. A newly-hired individual may be placed on the applicable salary schedule as follows:

 (1) At <u>Level A of the Pay Grade for the position</u> the minimum of the applicable salary range unless it is determined by the supervisor and <u>approved by Human Resources</u> <u>Personnel</u> that credit for outside experience <u>warrants initial placement at a higher pay Level.</u> is necessary to obtain the most qualified candidate.

(2) If outside experience credit is deemed <u>appropriate based on</u> <u>comparable work experience</u>, an additional Level for each five years of <u>comparable experience</u>, necessary, an additional one percent (1.0%) above minimum may be granted for each year of related job experience in excess of the minimum qualifications up to a maximum of ten percent (10%). When salary credit is granted for outside experience, it is the supervisor's responsibility in conjunction with <u>Human Resources Personnel</u> to review the salaries of current incumbents of the same job within the department to ascertain the impact on internal equity.

The specific related experience must be indicated when applying for the job. After the job offer has been made, the related experience submitted may not be altered.

b. Intern Procedure: An <u>internal</u> applicant who does not meet all minimum qualifications for a job may be hired as or promoted to an intern <u>position</u> at a rate of pay ten percent (10%) below the applicable rate of pay for the job for which the <u>employee is interning.at position</u>. Payment at the intern rate is not to exceed one (1) year. <u>When the minimum qualifications are met, the employee shall receive the appropriate rate of pay for the position</u>. If minimum qualifications are not met after one (1) year, employee is subject to termination or reassignment.

3. Procedures For Salary Increases

- a. Movement Within the Salary Structure Range (Incremental): Each year a portion of the total salary increase may be designated for movement within the salary schedule range. Each employee eligible for this increase will move to the next higher pay Level if funds are designated for this purpose. within the salary range by the approved percentage. In order to be eligible for this incremental increase, an employee must have been hired on or before February 1 and must be in an active pay status or on an approved leave of absence at the time the annual increases are approved by the Board.
- b. <u>Cost of Living (COLA) Increase</u> (Structural): Each year a portion or all of the total salary increase may be designated for <u>a COLA increase</u>. <u>A COLA increase</u> (whether a flat amount or a percentage increase) will be applied equally throughout the salary structure.
- c. Part-Time Regular Employees: Employees hired on or before February 1 and in an active pay status or on an approved leave of absence at the time the annual increases are approved by the Board shall be <u>eligible for increases at the same hourly rate as full-time employees. prorated based on the number of hours worked.</u> placed at the amount which provides the same percent increase granted to full time employees on the same salary schedule contingent upon availability of funds.

d. Retroactive Pay:

(1) The above increases will be retroactive to the beginning date of the employee's annual payroll calendar, unless otherwise indicated. Part-time regular employees are included in the receipt of retroactive pay.

4. Promotional Salary Increases

a. Promotion to a Higher Pay Grade

When an employee currently paid on the Exempt or Non-Exempt Salary Schedule is promoted to a position assigned a higher Pay Grade, the following will apply: from or within either schedule with a hourly midpoint, the employee shall receive an increase equal to the percent difference between the midpoints of the old and new pay grade. Any increase shall not be more than twelve percent (12%) or less than minimum.

- i) <u>if the new position is one Pay Grade higher, the employee shall be</u> placed at the same pay Level at the higher Pay Grade;
- i) if the new position is two (2) or more Pay Grades higher, the employee will be placed at the higher of the minimum for the new Pay Grade or the Level which is closest to but does not exceed a 15% increase.

b. In-Grade or Lateral Adjustments

When an employee currently paid on the Non Exempt Salary Schedule is transferred to a position within the same Pay Grade, the employee shall be paid

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at the same Pay Grade and Level of the prior position. which is determined to be a promotion by Compensation and approved by the Chief of Human Resources, the employee shall receive a five percent (5%) increase calculated on an hourly

c. Temporary Assignment to a Higher <u>Pay Grade</u>Job Classification on the Non-Exempt Salary Schedules

Employees temporarily assigned to assume the duties of an absent employee in a higher Pay Grade, level job classification shall receive whichever is less: an increase of ten percent (10%) of their base salary (calculated on the hourly rate) or the amount he/she would have received had the employee actually been promoted to the position on a regular basis. Employees who do not meet eligibility requirements for the position shall receive an increase of five percent (5%) of their base salary (calculated on an hourly rate). The duration of a temporary assignment shall not be less than sixty (60) working days for classifications on the exempt salary schedule or ten (10) working days, not to exceed ninety (90) calendar days, for classifications on the non exempt salary schedule and will require approval of the appropriate Area Superintendent Cabinet member or his/her designee.

5. Reclassifications

Reclassification to a Higher Pay Grade: When a position is reclassified to a higher Pay Grade, the incumbent's current rate of pay shall be increased in accordance with the promotion guidelines. <u>If there is a Reclassification to a Lower Pay Grade:</u> Procedures for downgrade will apply.

6. Procedures For Downgrade

a. When an Any employee is moved to a lower Pay Grade, the following procedures shall apply: shall maintain have the current base rate of pay until the end of the work year. decreased by the percent difference between the new and old pay grade midpoints (calculated on the hourly rate) effective on the date of entry into the new position.

<u>i)</u>-if the new position is one Pay Grade lower, the employee shall be placed at the same pay Level at the lower Pay Grade;

ii) if the new position is two (2) or more Pay Grades lower, the employee will be placed at the higher of either the same Level in the new Pay Grade or the Level which is closest to but does not exceed a 15% decrease, but in no case will they be paid more than Level N.

b. If an employee is downgraded or promoted then returns to the previous job within one (1) year, the employee will revert to his/her previous rate of pay.

c. If any employee due to a special cause was downgraded to a lower pay grade and allowed to keep his/her hourly rate of pay, the employee will not be eligible for any re-promotional salary increase until he/she exceeds the highest pay grade previously held.

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7. Lateral Move

When an employee is moved laterally from one salary schedule or job title to another, the employee shall be placed at the same pay Level within the new pay grade in a pay grade which has approximately the same midpoint (a midpoint difference of less than one (1) percent), the employee shall retain the current base rate of pay, provided the current base rate of pay is equal to or between the pay grade minimum and maximum. If the employee's current base rate of pay exceeds the new pay grade maximum, it will be reduced to the new pay grade maximum on the effective date of the lateral move.

7.8. Termination and Reinstatement

- a. An employee who terminates employment and is rehired within one (1) year in the same job classification <u>shall</u> may receive the previous rate of pay. In all other instances the procedures for regular employment shall apply.
- b. A <u>substitute or temporary</u> employee who <u>returns within one year to a previously held transfers from a substitute or temporary position into a regular position who has previously held a regular position, will be restored to the pay rate previously held and receive any adjustments <u>under this article.</u> per the current salary language.</u>

89. Overtime Eligibility

Non-exempt employees required to work more than forty (40) hours in any single week shall be compensated at one and one-half (1-1/2) times their base rate of pay for those hours over forty (40), unless the compensatory time provision of these procedures is used.

- a. **Work on Holidays**: Non-exempt employees required to work on paid holidays shall be compensated at a rate of one and one-half (1-1/2) times their base rate of pay for all hours worked in addition to their straight-time holiday pay. Non-exempt employees required to work on unpaid holidays shall be compensated at their straight time base rate of pay for all hours worked up to and including forty (40) in one week.
- b. **Two or More Jobs at Different Rates of Pay**: A non-exempt employee who works over forty (40) hours in a work week with two (2) or more jobs at different rates of pay will receive the overtime rate of pay in accordance with applicable Fair Labor Standards Act (FLSA) regulations.

c. Compensatory Time:

(1) Compensatory time is defined as time required by management beyond an employee's normally scheduled hours to accomplish a specific task or to provide supervision under specified conditions. A non-exempt employee will be eligible for compensatory time off for hours worked in excess of the assigned workweek as approved in advance by his/her director/supervisor. Compensatory time may be offered in lieu of overtime

especially where overtime pay is not available due to financial restrictions. In this regard, it shall be the employee's choice to work offered overtime or additional hours beyond his/her regular shift for compensatory time as an alternative to overtime pay. The employee and the supervisor must mutually agree to how the time is to be earned and used within a six month prescribed time frame. If agreement is not reached, all hours worked in excess of forty (40) hours within a week shall be compensated as overtime.

- _(2) Hours worked over the normal workweek schedule up to and including forty (40) hours will taken on an "hour for hour" basis. Hours worked over forty (40) hours in a workweek must be taken at "one and one-half (1–1/2) hours for each hour of overtime worked.
- (23) Management approved compensatory time will be part of the payroll reporting process. Employees are responsible for providing written documentation of compensatory time approved by the appropriate administrator to the person responsible for departmental payroll administration. Compensatory time will be tracked using the TERMS system unless the compensatory time is earned and used within a single pay period.
- (34) Employees who have requested the use of compensatory time shall be permitted to use the time within a reasonable period after making the request if the use of time does not unduly disrupt operations. An employee may use a full day as compensatory time if approved by his/her supervisor.
- (45) Compensatory time for all employees must be used within six (6) months from the date on which the time is earned. It will be the supervisor's responsibility to keep track of this time limit. Compensatory time not used within six (6) months will be paid.
- (56) Employees can accrue up to 240 hours of compensatory time (160 hours of overtime work). Any work performed over the 240 hours maximum must be paid overtime compensation.
- (67) Compensatory time may be used for purposes of voting when approved by the appropriate administrator so long as release from assignment does not impact normal operations or essential services provided to students and staff.

910. Facility Lease Hours (Excluding Administrative)

When an organization leases School Board facilities that require the services of PCSB employees and said functions are conducted in a school facility on a Saturday, Sunday, holiday or any other non-scheduled workday, the employee assigned to said function shall be compensated as follows:

- a. An affected employee shall receive either straight time or overtime for all hours worked whichever is appropriate. For non-exempts, this will depend on the total number of hours worked by the employee during the normally scheduled workweek.
- b. An affected employee (non-exempts only)-shall receive time and one-half (1-1/2) and appropriate shift differential for all hours worked regardless of the total number of hours worked during the workweek whenever the employee has not had the opportunity (excluding the use of sick, personal, or vacation hours) to accomplish the normal forty (40) "sweat" hour requirement for the computation of overtime, i.e., spring break, Thanksgiving, winter holiday period.

11. Procedures For Payment of Additional or Temporary Positions

- a. If the additional or temporary position to which the employee is assigned has a non-exempt job title, the employee will be paid at **the employee's regular pay Level** the minimum of the appropriate pay grade.
- b. When an employee is paid from funds outside of the primary budgeted position and in the same job classification as the primary job, the employee will receive the same rate of pay.
- c. When an employee is paid from funds outside of the primary budgeted position and in a different job classification from the primary job, the employee will receive the <u>same Level</u> minimum rate of pay in the appropriate <u>pay grade</u> salary range for that job classification.
- d. Full time regular supporting services personnel will be permitted to work two (2) or more jobs only in those instances where prior approval has been granted through the Associate Superintendent, Human Resources or designee. Except where expressly approved by Human Resources, full time regular supporting services employees shall not be permitted to work in two (2) or more jobs where the total number of hours worked exceeds forty (40) hours per week.

12. Procedures for Payment of Substitutes

- a. Supporting Services substitute secretarial and clerical employees shall be paid at one (1) of two (2) classification levels:
- Classification I Non-Exempt Pay Grade D-10 or lower shall be paid at <u>Level A</u> the minimum of Pay Grade D-09
- Classification II Non Exempt Pay Grade D 11 or higher shall be paid at <u>Level A</u> the minimum of Pay Grade D 11
- b. Classroom Assistant Sub—Supporting services substitutes who assist in the classroom, except Interpreters, shall be paid at <u>Level A</u> the minimum of Pay Grade D 06.
- c. Substitute teachers who work as substitutes in supporting services job classifications shall be paid the substitute teacher rate for all hours worked in the

supporting services job with the exception of Cafeteria Attendant, Interpreter Hearing Impaired I and II, Food Service Assistant Sub, Bus Driver Sub, and clerical substitutes - Classification I and II.

d. All other classifications will be paid at <u>Level A</u> the minimum of their corresponding pay grade.

103. Shift Differential (Non exempt)

- a) Any full-time or part-time non-exempt employee whose regularly assigned shift ends at 7 p.m. or after shall receive a shift differential of thirty-five cents (\$.35) per hour for all hours worked.
- b) Any full-time or part-time non exempt employee whose regularly assigned shift begins on or after 10 p.m. but before 5 a.m. shall receive a shift differential of forty-five cents (\$.45) per hour for all hours worked. Employees assigned to relocatable crews shall receive an additional fifteen cents (\$.15) per hour for all hours worked during the moving of relocatables during the year.
- c) Shift differential does not apply to Bus Drivers or those positions that were changed to a higher pay grade to compensate for night work at the evening adult centers and community schools, i.e., Secretary III, Clerk Specialist II, Clerk Typist-Evening, and Bookstore Assistant.
- d) Any hourly shift differential received by an employee shall be paid only on actual hours worked in any pay period and shall be excluded from holiday, vacation, and sick leave pay.

114. Call-Back and Call-In Procedures (Excluding Administrative)

- a) An employee who is called to report for work at times other than the regularly scheduled hours shall receive the applicable rate of pay, or compensatory time, for all time worked. In no event will the employee receive less than two (2) hours straight time pay or compensatory time due to the inconvenience. It is not required that an employee work a minimum of two (2) hours if the task for which the employee was called to perform can be accomplished in less time.
- b) An employee who reports for work at the regularly scheduled time shall receive a minimum of two (2) hours work at the applicable rate of pay, or two (2) hours pay at the straight-time hourly base rate unless:
 - The employee leaves earlier based on their own decision
 - The employee is suspended or dismissed
 - Work is not available for reasons such as fire, flood, power failure, hurricane, tornado, explosion, strike, or civil disturbance

15. Requests to Create New Jobs

- New job title classifications must be requested by the appropriate Cabinet member, recommended by the Superintendent and approved by the Board. The classification and pay grade of each new job shall be recommended by the Compensation Administration Section of the Human Resources Department and submitted to the Cabinet for their concurrence. The Superintendent will then make a
- recommendation to the Board for approval. The new job title classification will become effective upon ratification.

Additional personnel slots must be requested through budget. Job title and pay grade will be determined by Compensation Administration.

12.6. Bus Assistant Supplements and Guidelines

Support Professionals who are assigned to ride buses to supervise students with disabilities shall receive a supplement determined by appropriate parties.

- 1. The assignment of support professionals to assist on a bus will be the decision of the IEP Committee, and their primary responsibility is to the safety of those students.
- 2. Bus assignment is to be determined on the basis of seniority at the commencement of the school year OR a documented process by an all inclusive committee structure that provides for input from ESE Associates and administration. Bus assignments will be provided to ESE Associates first. If additional bus assignments exist, other support professionals may volunteer to be bus assistants.
- 3. The supplement for riding the bus shall be a maximum of \$6.50 per day or \$3.25 per shift and shall be paid only for those days when the <u>ESE Associates</u> Assistants rides the bus. On days when an <u>ESE Associates</u> Assistants is absent, the supplement shall be paid to the substitute.
- 4. On early release days, effective only in the 2012 2013 school year, associates who must ride the bus and miss professional education training at their school, shall receive compensation for the full day but shall be required to provide the equivalent amount of time as mutually agreed to by the employee and the appropriate administrator. Approved compensatory time may be used for this purpose.
- 5. Schools with <u>Support Professionals</u> <u>Assistants</u> who ride the bus will develop a plan to give adequate breaks to <u>Support Professionals</u> <u>Assistants</u> prior to boarding and after arrival from bus.
- 6. Bus drivers are responsible for writing bus referrals for all students. Referrals will be tied to behavior goal violations or a major violation of guidelines for all students. ESE Associates may give input to the referral and both parties may sign. If the bus driver is not aware of the incident, the bus driver will write the referral stating "as related to me by…" and both parties will sign.

- 7. If an intervention plan for bus behavior is written for a student both the bus driver and the teacher assistant will be informed.
- 8. Support Professionals should park on school board property whenever possible. If this is not an option, the driver and the support professional must agree on a safe location, get approval from the transportation department and obtain written approval from the management of the property.
- 9. Commitment of the worksite to return <u>Support Professionals</u> <u>Assistants</u> to their cars in cases of personal emergency: the school will develop a documented process that ensures that the <u>Support Professionals</u> <u>Assistants</u> will be returned to his/her car in cases of emergency. This process can state that another member of the staff provides the transportation or that paid transportation (taxi fare) will be provided.
- 10. Inclusion in celebrations and decision-making: each site/school will develop a documented process that will maximize participation in decision-making and that includes Associates in celebrations and recognition activities.
- 11. Language in the Handbook for Support Professionals Who Ride the School Bus shall be consistent with this contract and shall be revised only by both parties PESPA and Transportation with any contention language being brought to the appropriate bargaining team.

17. EXCEPTIONS

Any exceptions to the above procedures must be approved by the Superintendent or designee.

These procedures are intended to address the most common district compensation issues and are not intended to cover all situations that could possibly occur. For information pertaining to specific compensation issues, please contact Compensation Administration in the Human Resources Department. For positions covered by bargaining units, please refer to the applicable contract language for more detail.