

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

Employment & Salary Administration Handbook
For Non-Bargaining Unit Employees

This booklet is a part of the budget filed with the Florida State Department of Education and all statements in the Employment and Salary Administration section of this booklet have the effect of School Board Policy. However, any major policy issue such as a change in work calendar may not be added to a salary schedule until adopted by the Board.

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I. Purpose

The purpose of this handbook is to communicate to employees with The Broward County School District, in positions not covered by union contract, the rules governing employment and salary administration. These rules may change from time to time and will be revised accordingly. References to elements of compensation identified in this document as based upon collective bargaining agreement provisions shall be administered according to the terms specified in the appropriate collective bargaining agreement.

Unless otherwise stated, this information is applicable to the following employee groups:

- Administrative, Supervisory, Professional, and Technical
- School-Based Administrators
- Confidential Office Personnel

Employees covered under union contracts shall refer to the contract language applicable to their position for comparable information. If contract language is silent these rules shall apply. The unions with representation in Broward County School District and their associated contracts are as follows:

- Broward Teachers Union (BTU)
 - Teachers Contract
 - Technical Support Professional Contract (TSP)
- Paraprofessional Association (PPA)
 - Paraprofessional Contract
- Federation of Public Employees (FOPE)
 - Clerical/Secretarial Contract
 - Food Service Contract
 - Maintenance, Campus Monitors, Security Specialists, Transportation, and Facilities Service Contract

II. Definitions

- A. **Assigned Calendar** - annual work days in effect for the position which may be 186, 196, 216, 244, etc.
- B. **Compensation Committee** - members of senior management who have been assigned by the Superintendent to provide oversight to the classification review and job evaluation process. Recommendations from this committee are made to the Board for adoption concerning new *jobs* and revisions to existing jobs.
- C. **Conditional Employment** - employment with the Broward County School District is on a conditional basis pending satisfactory completion of the Background Security Check process including receipt of FDLE/FBI review of the employee's fingerprints.
- D. **Confidential Office Personnel** - clerical positions that are excluded from the clerical bargaining unit and are assigned "confidential employee" status by virtue of acting in a confidential capacity to assist or aid select managerial employees, as defined by Section 447.203 (4) and (5) Florida Statutes (2005). Employees in positions identified as "confidential" are eligible for membership in the Confidential Office Personnel Association (COPA).

Two salary schedules are applicable for Confidential Office Personnel based on position assignment: County/Area and School-Based.

One clerical position may be designated at each school by the principal as the Confidential School-Based office position.

- E. **Demotion** - an action resulting in an employee being assigned to a position with a lower *pay grade*.

Involuntary - action may occur as result of a *job study* on the existing position or an involuntary assignment to a position of a lower pay grade.

Voluntary - action which may result from employee response to a vacancy posting for a position of a lower pay grade.

- F. **Exempt/Nonexempt Job Status** - attributes of jobs, as defined by the Fair Labor Standards Act, which determines eligibility for payment of overtime. Exempt jobs, or those meeting the definition under Executive, Administrative or Professional exemptions, are exempt from the overtime provisions of the Fair Labor Standards Act. Nonexempt jobs, those jobs not meeting the definition of exempt jobs, are covered by the overtime provisions of the Fair Labor Standards Act and Florida minimum wage and overtime provisions.
- G. **Fiscal year** - operational period for the Broward County School District. The fiscal year begins on July 1st and ends on June 30th.

- H. **Job** – a specific function or body of work to be performed which is defined under a job description. Jobs may have one or more *positions* assigned to them.
- I. **Job Classification** – assignment of the job to the appropriate *salary schedule* and *pay grade*.
- J. **Job Study** – process of assigning the job to the appropriate *salary schedule* and *pay grade*. The process includes analysis of job responsibilities and knowledge required to perform the job; comparison to jobs of similar scope internally and externally to ensure appropriate pay level; review and approval by senior management; approval and adoption by the School Board.
- K. **Lateral Transfer** – an action resulting in an employee being assigned to a position with the same or equivalent *pay grade*. This action may occur as result of an involuntary assignment to a different position of the same or equivalent pay grade, or a voluntary request to be assigned to a different position of the same or equivalent pay grade.
- L. **Pay Grade** – level of the *job*, for pay purposes, on the assigned *salary schedule*. The salary range is the pay opportunity associated with the pay grade.
- M. **Probationary Period** -
 - 1. **Administrative, Supervisory, Professional & Technical (ASPT) and School Based Administrator positions** - first 97 work days of employment of the initial contract in a position during which the employee may be dismissed without cause or may resign without breach of contract.
 - 2. **Confidential Office Personnel (COPA) positions** - first 131 work days of employment of the initial contract in a position during which the employee may be dismissed without cause or may resign without breach of contract.
- N. **Promotion** – an action resulting in an employee being assigned to a position with a higher *pay grade*. This action may occur as result of a *job study* on the existing position or application and acceptance to a vacant position of a higher pay grade.
- O. **Range Position** – is a measure of the employee’s salary in relationship to the minimum salary of the assigned salary range. Range position is determined by dividing the salary by the minimum salary of the salary range.
- O. **Salary Schedule** – a compilation of *pay grades* and salary ranges for assigned *jobs*. Broward County School District maintains multiple salary schedules based on job functions, i.e. clerical, teachers, maintenance workers, professional/technical; as well as union representation.

- P. **Task Assigned Position** - the temporary assignment of the employee, with the approval of the School Board, to a position for which a job description may or may not exist.

- Q. **Workday** - the normal workday for employees covered by these guidelines is eight and one-half (8 1/2) hours, which includes a one (1) hour unpaid lunch period. The actual work schedule for the position will be determined by the supervisor based on department need.

- R. **Year of Service** - employees who worked at least one (1) day more than half of their assigned calendar and/or salary schedule in the prior fiscal year will have attained the required year of service.

III. Employment

The Broward County School District, the sixth largest and the largest fully accredited school district in the United States, is considered to be an employer of choice in South Florida. High standards must be fully met, as outlined in the job description, for job applicants to be considered for employment with the District.

- A. New employees are hired on a conditional basis and must successfully complete an initial probationary period.
- B. Continued employment is on a fiscal year basis pending Board approved reappointment for the next fiscal year.
- C. Salaries are paid on a bi-weekly basis. An employee's first paycheck will normally be received by the second payday following the effective employment date.
- D. New employees will enter at the appropriate pay for the job classification and pay grade based on the candidate's skills and experience. Consideration will be given to external market competitiveness, comparability, and internal consistency in making the final pay determination. Under no circumstances will salary placement be less than the minimum or above the maximum of the salary range for the job.

New employees in Confidential Office Personnel positions will normally enter at the salary range minimum for the job classification and pay grade. New employees with at least four years of related work experience receive a starting salary of 2% above the minimum of the assigned pay grade.

- E. Permanent, full-time employees are eligible to choose from a menu of core insurance benefits that are offered by the Board. In some instances employees may, at their own expense through payroll deduction, purchase additional amounts and types of benefit coverage for themselves, their spouses and/or their dependent children. Insurance benefits begin the first of the month following two consecutive payroll checks in the appropriate pay periods.
- F. Permanent, full-time employees are required to be members of the Florida Retirement System. Contributions are fully paid by Broward County School District. Details are outlined in the plan document. Personnel hired on or after December, 1970, are also covered under social security.

IV. Salary Administration

- A. Salary schedules are reviewed on an annual basis to ensure maintaining competitive pay opportunities.
- B. The Board shall decide annually on the amount, if any, of salary schedule increases and manner of implementation. Board approved salary increases resulting from the annual review process will be effective the first day of the fiscal year, regardless of when adopted.
- C. Eligibility for Salary Increase
 - 1. Employee eligibility to participate in a Board approved salary increase requires employment with the District attaining a *year of service*, as defined below, in active, permanent status with a Satisfactory or better performance evaluation rating. The salary increase will be based upon the job classification in effect as of July 1st. Changes in pay grade or job classification administered after the payment of the annual salary increase will not result in the payment of an additional annual increase based on the new classification.
 - 2. A *year of service* is attained by working at least one (1) day more than half of the work calendar and/or salary schedule to which an employee was assigned during the prior fiscal year. An employee with a break in service and a new hire date or has accepted a position on a different salary schedule will be treated as a new employee and required to attain a new year of service for future salary increase eligibility.
- D. Employees will be paid no less than the salary range minimum for the pay classification of the job.
- E. Periodically job studies are performed to ensure that job descriptions accurately reflect the current requirements to perform the job, that the associated performance responsibilities are up to date, and that the job has been accurately classified within the salary schedule. The purpose of these studies is to ensure internal equity and alignment with external pay opportunities for comparable jobs. New job descriptions are developed and classified as organizational needs dictate. The following is the job study process for new and existing jobs:
 - 1. On an annual basis the organization is reviewed by the Superintendent and members of senior management to ensure that the deployment of positions is aligned with strategic needs. This review may determine the need to develop new job descriptions or update existing descriptions.

2. Compensation Department staff will work in coordination with senior management to develop new or revised job descriptions. The job study process, including review and recommendation by the Compensation Committee, is utilized by the District to develop job classifications and pay grades.
 3. New or revised job descriptions and associated pay grade recommendations require Board approval.
 - a. Non-material changes in job titles, responsibilities, or minimum qualifications, with an upgrade of no more than one (1) pay grade, shall not require advertisement of the position.
 - b. Position upgrades which result from a substantial increase in minimum qualifications and/or material changes in job responsibilities, with an upgrade of two (2) or more pay grades, will require a job to be advertised. These will be treated as new positions so that current incumbents, if any, must apply for the position and compete equally with other job applicants.
- F. Employees in Confidential Office Personnel positions (COPA) are eligible to receive Career Incentive Pay, paid annually over twenty-six (26) pay periods, effective beginning the anniversary date of service based on achieving the required *years of service in a clerical position. Payment of the incentive will be consistent with the terms, conditions, and amounts specified in Federation of Public Employees (FOPE) Clerical/Secretarial Contract.
- *Years of service shall include all years of work as a permanent employee in a Confidential Office position plus all years in the Federation of Public Employees secretarial bargaining unit. A year of service requires an employee to work one day more than half of their assigned work calendar. Employees who worked in a Broward School Board bargaining unit other than the secretarial/clerical unit shall be given credit for one-half of all such years toward years of service requirements for confidential secretaries.
- G. Employees in Confidential Office Personnel positions (COPA) who work the full school year without any absenteeism, excluding vacation, Family Medical Leave, Military Service Active Duty (Reservist/National Guard) leave, Workers Compensation Leave (including Illness in the Line of Duty), Declared Emergency Leave, and Subpoena/ Jury Duty, are eligible to receive the Perfect Attendance Award. Payment of the incentive will be consistent with the terms, conditions, and amounts specified in Federation of Public Employees (FOPE) Clerical/Secretarial Contract.
- H. Administrative Supervisory Professional & Technical (ASPT) and School Based Administrator employees who possess an advanced degree in a related field that is higher than the minimum education requirement in the job description for their position are eligible to receive an annual supplement according to the Board adopted schedule agreed to by the meet and confer representatives for Administrative Supervisory Professional & Technical (ASPT) and School Based Administrator positions.

V. Job Changes

Numerous opportunities exist for varied work experiences and career advancement within the Broward County School District. The following outlines how associated pay changes will be administered based on the category of change.

A. Reclassification - Administrative Supervisory Professional & Technical (ASPT) and School Based Administrator positions

1. When, as a result of a Board adopted job description, a job has been reclassified to a higher pay grade, the employee(s) salary shall increase at least 5% to the closest step/range position in the new pay grade that includes the new salary but is not more than the maximum salary of the new pay grade.

If the reclassification results in an upgrade of one pay grade, the pay raise will be at least 5%. An upgrade of two or more pay grades will be eligible for an additional 3% increase for each additional pay grade.

If the employee has been in the position since on or before first day of the fiscal year, the effective date of this change will be the first day of the fiscal year regardless of Board approval date. Otherwise the effective date of the pay increase will be consistent with the date the employee became active in the job.

2. When a job has been reclassified to a lower pay grade, the affected employee(s) shall have their pay grade adjusted accordingly. If the employee's salary is within the salary range of the new pay grade, it will be adjusted to the closest step/range position that includes the employee's salary prior to reclassification. The effective date will be the day following the Board adoption date.

If, after the pay grade adjustment, the employee(s) salary is greater than the maximum salary of the new pay range, the employee will continue to be paid at the higher rate of pay for the remainder of the current fiscal year and through the last day of the next full fiscal year. On the first day of the subsequent fiscal year the salary will be adjusted to the closest step/range position in the new pay grade that includes the employee's salary but is not more than the maximum salary of the assigned pay grade.

B. Promotion - Administrative Supervisory Professional & Technical (ASPT) and School Based Administrator positions

1. When an employee is promoted, as a result of a job change or job progression, to a higher pay grade position, within the same, or to a different, salary schedule, the salary placement within the new pay grade shall be determined as follows: apply 5% on the salary of the previous grade/schedule and step/salary for promotions of one pay grade, and an additional 3% for each additional pay grade. Step placement shall be the closest step/range position that includes the new salary in the new pay grade/schedule. The resulting pay will be no less than the minimum of the new pay grade and no less than a 5% salary increase but not more than the maximum salary of the assigned pay grade.

2. The daily/hourly rate of an employee will be the basis when the promotion results in a salary schedule and/or assigned calendar change.
3. There may be times when the uniqueness of an individual job and level of necessary skills may require a higher salary schedule placement than stipulated in this section. Under such circumstances, the Superintendent may recommend a higher salary placement within the assigned pay grade.

C. Promotion - Confidential Office Personnel Positions (COPA)

1. When an employee moves to a position of a higher pay grade/class, where the salary prior to the promotion is in the first quartile of the salary range, the employee shall receive 4.5% increase for one pay grade, 6.5% increase for two pay grades, and 8.5% increase for three or more pay grades; but the resulting salary shall be no less than minimum of the salary range for the new position, whichever is greater.
2. When an employee moves to a position of a higher pay grade/class, where the salary prior to the promotion is above the first quartile of the salary range, the employee shall receive a 4.5% increase for one pay grade, 6.5% increase for two pay grades, and 8.5% increase for three or more pay grades; but the resulting salary shall be no less than the minimum of the second quartile or more than the maximum of the salary range for the new position.

D. Demotion for Administrative Supervisory Professional & Technical (ASPT) and School Based Administrator positions

1. An employee may be reassigned, either voluntarily or involuntarily, to a position with a lower pay grade.
2. As a result of assignment to a position in a lower pay grade, for non-disciplinary reasons, if the reassignment is to a non-bargaining unit position and the employee's salary in the former position is within the salary range of the new position, the salary will not decrease but be adjusted to the closest step/range position in the new pay grade that includes the salary prior to the demotion. The effective date will be consistent with the effective date in the new position.
3. If the reassignment is to a non-bargaining unit position and the employee(s) salary in the former position is greater than the maximum salary of the new pay range, and the demotion is for non-disciplinary reasons, the employee will continue to be paid at the higher rate through the remainder of the current fiscal year and through the last day of the next full fiscal year. On the first day of the subsequent fiscal year following the salary protection period, the salary will be adjusted to the closest step/range position in the new pay grade that includes the employee's salary but is not more than the maximum salary of the assigned pay grade.
4. If the reassignment is to a non-bargaining unit position and the demotion is for disciplinary reasons the employee's salary will be adjusted immediately to the

same step, or percentage, above the salary range minimum on the new pay grade as the employee's salary prior to the demotion. Placement on the teacher salary schedule will be determined based on the verified experience requirements outlined under Article 19 - Professional Compensation in the BTU Collective Bargaining Agreement.

5. If the reassignment/demotion is to a bargaining unit position the provisions of the respective collective bargaining agreement shall apply.

E. Demotion for Confidential Office Personnel Positions (COPA)

1. When an employee on a Confidential salary schedule moves to a non-bargaining position of a lower pay grade/class, for non-disciplinary reasons, the employee will continue to be paid at the employee's current salary at a fixed rate through the remainder of the current fiscal year and through the last day of the next full fiscal year.
2. On the first day of the subsequent fiscal year following the salary protection period, the salary will be adjusted to the same percentage above the salary range minimum on the new pay grade as the employee's salary prior to the demotion.
3. If the demotion is for disciplinary reasons the employee's salary will be adjusted immediately to the same step, or percentage, above the salary range minimum on the new pay grade as the employee's salary prior to the demotion.
4. If the reassignment/demotion is to a bargaining unit position, the provisions of the respective collective bargaining agreement shall apply.

F. Lateral Transfer - an assignment to a different position of the same or comparable pay grade will result in little to no change in pay. If the change is to a position on a different salary schedule, the closest step, if applicable, that includes the current salary, will apply.

G. Task Assigned Position

1. Task assignments to a position of the same or lower pay grade or to a non-graded project assignment will result in no change in pay and the normal cycle of annual salary actions will apply, if appropriate.
2. Task assignments to a position of a higher pay grade require Board approval and shall be treated as temporary promotions. See sections B. (ASPT and School Based Administrator positions) or C. (Confidential Office Personnel Positions - COPA) for salary administration guideline.
3. The effective date of the temporary pay grade and salary will be the day following Board approval unless otherwise indicated in the approved Board item.
4. At the end of the task assignment the employee's salary and pay grade will return to that in effect prior to the assignment, including any changes in pay that may have applied due to the normal cycle of salary actions, if appropriate.