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TENTATIVE AGREEMENT

ECRA/UTLA

February 10, 2016

ARTICLE XVII – COMPENSATION AND SALARY POINT CREDIT

16.1 Compensation

16.1.1 The salary schedule for 2015-2016 is set forth in **Appendix A**. For newly hired employees, initial placement on the salary schedule shall be based on verifiable, credited years of experience and semester units as set forth in section 16.2 below.

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16.1.2 The Differential and Stipend Schedule for 2015-2016 are set forth in **Appendix B**.

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16.2 Salary Schedule Advancement

16.2.1 Salary schedule advancement is based on semester units (or the quarter unit equivalent of semester units) for undergraduate or graduate level courses, taken at accredited colleges or universities, which are directly related to subjects commonly taught at ECRA or as part of a broader education program such as BTSA, first aid, CPR, etc.).

16.2.2 Classes taken at a community college must be UC/CSU transferable.

16.2.3 Other coursework (including LAUSD courses and distance learning program) will not be given credit unless authorized and approved in advance.

16.2.4 The employee must provide transcripts showing a grade of at least "C," "Pass," or better.

16.2.5 Salary point credit for repeat coursework shall not be allowed unless five (5) years have passed since the course was originally taken.

16.2.6 Credit will not be given where the course was taken during paid time or where ECRA paid the tuition and/or costs.

16.2.7 Credit will not be given for coursework completed prior to the earning of a Bachelor's degree, nor for professional development projects, travel, or work experience.

16.3 National Board Certification (NBC) Differential

Unit members who work directly with students on a daily basis in a classroom setting who obtain National Board Certification (NBC) from the National Board for Professional Teaching Standards (NBPTS) are entitled to additional compensation, which shall be implemented in the following manner:

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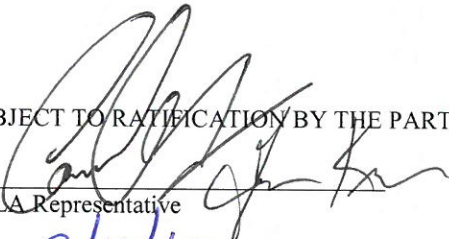
- 16.3.1 Each qualified employee in permanent or probationary status shall receive compensation at their daily rate in the form of a differential of seven and one-half (7 1/2%) percent per year, payable as part of their regular paycheck, and, upon completion of the required 92 additional hours of activities pre-approved by ECRA, shall also receive compensation at their daily rate equal to seven and one-half (7 1/2%) percent, payable in the form of a stipend, for a total of 15% increase in compensation above their base rate. Teachers must keep track of their hours on the form provided by ECRA and turn it in to their supervising administrator upon completion of each pre-approved activity. Teachers must work in the classroom for a minimum of 60% of the day or four periods to earn 100% of the 15% increase in compensation.
- 16.3.2 Teachers on Half-Time, Reduced Workload Leave or working for a minimum of 50% of the day as a classroom teacher (or three out of six periods) will receive 50% of the 15% -- or 50% of the 7 1/2% for holding the certification and 50% of the 7 1/2 % for completing 46 required additional hours of work.
- 16.3.3 Such qualified employees will continue to receive the additional compensation as long as they hold a valid certificate and satisfactorily fulfill their assigned duties.
- 16.3.4 ECRA and UTLA agree to meet and negotiate regarding any position for which the NBPTS creates an NBC after the expiration of this agreement. Implementation issues, such as professional duties, shall be determined by a committee composed of an equal number of representatives appointed by UTLA and ECRA. One additional committee member may be appointed by mutual agreement of the committee.


16.4. Payroll Errors

- 16.4.1 Salary Overpayments: For cases in which the amount and circumstances are such that it is probable that the employee was unaware of a salary overpayment, ~~\$200 per pay period will be~~ the normal limit on repayment deductions will be \$200 per pay period or twelve (12) equal installments whichever is greater. However, in such cases the repayment may be accelerated upon termination of paid status, ~~or may be larger than \$200 per pay period if necessary to recover the full overpayment within a two-year period.~~ Where the amount and circumstances are such that the employee knew or should have known that there was an overpayment, the recovery payment may be as much as the entire amount. In such cases, however, the ECRA will notify the employee and work out a suitable recovery payment schedule which may be as much as the entire amount within one pay period. Recovery of temporary disability overpayments is handled separately from the above repayment provisions.
- 16.4.2 Salary Underpayments and Correction: If ECRA fails to issue a scheduled regular pay warrant, or makes an error of ~~\$300+00~~ or more due to problems involving assignment, time reporting, payroll processing or the like, the error will be corrected within 24 hours. If the error is less than \$300, payment will be made within three (3) business days.
- 16.4.3 Limitations Upon Recovery: Any payroll or other salary errors claimed by an employee against ECRA in a timely manner as provided in the grievance

procedure of this Agreement, shall be corrected retroactively up to a maximum of three years from the date of claim. In the event of an error in favor of an employee, ECRA shall be limited in its retroactive recovery against the employee to a three-year period dating from the discovery of the error..

SUBJECT TO RATIFICATION BY THE PARTIES:

HB

UTIA Representative
Date: 2/10/16


ECRA Representative
Date: 2/10/16