

EMPLOYEE WORKING AGREEMENTS

between

EAU CLAIRE PUBLIC SCHOOLS & SUPPORT STAFF EMPLOYEES

Effective **July 1, 2021**, and through the end of the 2021-2022 school year, the Employee Working Agreements (the "Agreement") is entered into between Eau Claire Public Schools (the "Employer") and the Support Staff (the "Employees") of Eau Claire Public Schools. Support Staff Employees include all employees in the following job classifications: *Clerical (related secretarial positions), Custodians, Food Service, Instructional Support Staff (Paraprofessionals), Permanent Substitute Bus Drivers, Bus Driver Aides, Van Drivers, and Maintenance employees.* **Please note: an employee's individual contract supersedes the working agreements outlined in this agreement.*

Working Agreements:

1. Typical Work Day:

- a. The normal workday for the employees covered under this agreement shall consist of 2 to 8 hours. The average workweek shall consist of 10 - 40 hours (as per individual contract agreements). However, nothing contained herein shall constitute a guaranteed 2 - 8 hours of work or pay per day or 10 - 40 hours of work or pay per week.
- b. Employees are paid only for the time worked, and there are no minimums.

2. Overtime Pay:

- a. All overtime pay and compensatory time must have prior approval of the Assistant Superintendent or Superintendent (no exceptions).
- b. Overtime pay and compensatory time will be awarded only in unusual situations when the employee is asked to work beyond customarily scheduled work time.
- c. Time and one-half (1-1/2) will be paid only for all time worked over forty (40) hours in one workweek (*Monday 12:00 am through Sunday 11:59 pm*).
 - i. Paid Holidays and Paid Leave Days shall not count as hours worked.

3. Holidays:

- a. Pending that an employee works the last scheduled school day before the holiday and the scheduled school day following the holiday, the employee may be granted paid time off for the following holidays:
- b. *Labor Day; Thanksgiving Day, and the Day after Thanksgiving; Christmas Day, Christmas Eve; New Year's Day, New Year's Eve; and Memorial Day.*
- c. *12-month employees will also be granted paid time off for Independence Day.*

4. Paid Leave Days:

- a. Employees covered by this agreement shall receive one (1) paid leave day per month, equal to the daily hours worked, without loss of pay.
- b. Paid leave days may be utilized for the following purposes:
 - 1. Illness of the employee, employee's children, spouse, and immediate family member.
 - 2. Two (2) days may be used for personal business (non-consecutive) at the employee's discretion.
 - 3. Employees may elect to use a day of paid leave to receive compensation when schools are closed for days the district is closed (i.e., holiday breaks, spring break, ½ days, or other district student-released days).
 - 4. If an employee takes a paid leave day, then the same hours allocated for paid leave days will be deducted from the employee's accumulated paid leave bank. A paid leave day off equals the time allotted (average hours worked) for earned paid leave days.
 - 5. Paid Leave days shall not be used consecutively on days when schools are in session for reasons other than an employee or immediate family illness.
 - 6. A Doctor's note may be required when an employee returns to work after three (3) or more consecutive days of illness.
 - 7. All paid leave days must be entered into the employee's Skyward account and approved by the Supervisor.
 - 8. Employee's Paid Leave shall accumulate to a maximum of ninety (90) days.
 - 9. Accumulated leave shall be paid upon separation (non-disciplinary in nature) of employment only after a minimum of twelve (12) years of service with Eau Claire Public Schools. Accumulated leave will be paid at fifty percent (50%) of the Employee's then-current hourly rate.

5. Vacation Time:

- a. Only Full-time, twelve (12) month employees covered by this Agreement shall receive ten (10) vacation days to be used at the discretion of the employee with approval from the employee's Supervisor and the Superintendent of Eau Claire Public Schools.
- b. Vacation Days may not be carried into the next fiscal year unless written approval is granted by the Superintendent.

6. Bereavement Leave Days:

- a. Bereavement Leave shall be granted in the event of a death in the immediate family.
 - 1. Immediate family shall include husband, wife, father, mother, brother, sister, son,

daughter, grandparents, grandchildren, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, stepchildren, or relatives living in the same household.

- b. Such leave shall be granted for a period of up to three (3) regularly scheduled workdays, in which two (2) of these days will not be charged against the Employee's Family/Person Medical Days or Personal leave time.
- c. Additional time may be granted at the administration's discretion, upon request by the employee, and charged to the employee's allowable paid leave.

7. Jury Duty:

- a. All employees must notify their immediate supervisor of impending absence because of jury duty. Employees called to jury duty but not selected as jurors or who are released after a partial day's jury duty, MUST return immediately to work and personally report to their immediate supervisor.
- b. Employees requested to appear for jury qualification or service shall receive their pay from the Employer for the actual time lost as a result of such appearance of service, less any compensation received for such jury services. All monies received for jury duty shall be reported to the District Business office.
- c. Upon knowledge of jury duty, employees must accurately complete the "Report of Absence" on Skyward indicating the absence was because of Jury Duty.

8. Unpaid Leave Time (Family and Medical Leave):

- a. A leave of absence without pay will be granted to an eligible employee for the purpose listed and consistent with the provisions of the Family and Medical Leave Act of 1993.
- b. Before any unpaid leave, the employee shall exhaust all accrued paid leave and paid vacation time, which would otherwise be unpaid under the Act.

9. Act of God/Emergency Closures:

- a. On days when school is not in session due to an Act of God or other conditions that the Superintendent determines it is necessary to cancel a scheduled student instruction day, employees who work twelve (12) months will be expected to report for duty on a two (2) hour delay unless directed by Superintendent or Designee to the contrary.
- b. Ten (10) month employees shall not be required to report for work and shall suffer no loss of pay for up to the state allocated days of forgiveness. However, if school days are added to the school calendar to make up for the act of God days, ten (10) month Employees shall be required to work the rescheduled days with no additional compensation.

10. Meaningful Work:

- a. The district recognizes that State Emergencies (i.e., COVID 19 school closure, flu, and inclement weather) may impact employees' pay.
- b. If the district is forced to close due to an emergency, district Employees may be redeployed to carry out meaningful work not outlined in specific job descriptions to maintain employee pay and hours.
- c. In the event work does not exist, employees may be laid off.

11. Layoff:

- a. When, as a result of economic necessity or a program change, it becomes necessary to lay-off employees, employee evaluations and length of service (seniority) shall govern the order of layoffs.

12. Employee Evaluation:

- a. Each employee is entitled to know their immediate supervisor's opinion of his employment performance. Therefore, it shall be required that at least one written evaluation be prepared annually for each employee.
- b. Specific and general summaries will contain the supervisor's opinion concerning the overall effectiveness of that employee and will include areas of strength and weakness and suggestions for improvement (if applicable).
- c. In the event the employee feels an evaluation is incomplete or unjust, they may state objections in writing before signing the summary.

13. Employee Insurance:

- a. The Eau Claire Board of Education will offer Employees health insurance coverage that provides "minimum essential coverage" as required by the Patient Protection and Affordable Care Act (the PPACA) to all "Twelve(12) month, full-time" employees as defined under PPACA (i.e., thirty (30) hours of service or more).
- b. All employees who qualify for this benefit and who elect such coverage are responsible for 100% of the health insurance premiums.

14. Support Staff Salary Schedule

- a. **See Appendix A, page 5:** Employee Compensation Scale

Appendix A:
Employee Compensation Scale

Support Staff Salary Schedule

LEVEL	Administrative Secretary	Clerical	Para/Aide	Certified Para	Cook	Head Cook	BUS AIDE	TRANS	Custodial	Head Maintenance
Prob. 60-90 days	\$15.00	\$15.00	\$15.00	\$15.00	\$15.00	\$15.00	\$15.00	\$16.01	\$15.00	\$15.00
1	\$16.50	\$15.50	\$15.50	\$16.50	\$15.50	\$16.50	\$15.50	\$16.45	\$15.50	\$17.00
2	\$16.66	\$15.66	\$15.66	\$16.66	\$15.66	\$16.66	\$15.66	\$16.78	\$15.81	\$17.31
3	\$16.81	\$15.81	\$15.81	\$16.81	\$15.81	\$16.81	\$15.81	\$17.11	\$16.13	\$17.63
4	\$16.97	\$15.97	\$15.97	\$16.97	\$15.97	\$16.97	\$15.97	\$17.46	\$16.45	\$17.95
5	\$17.13	\$16.13	\$16.13	\$17.13	\$16.13	\$17.13	\$16.13	\$17.80	\$16.78	\$18.28
6	\$17.29	\$16.29	\$16.29	\$17.29	\$16.29	\$17.29	\$16.29	\$18.16	\$17.11	\$18.61
7	\$17.45	\$16.45	\$16.45	\$17.45	\$16.45	\$17.45	\$16.45	\$18.52	\$17.46	\$18.96
8	\$17.62	\$16.62	\$16.62	\$17.62	\$16.62	\$17.62	\$16.62	\$18.89	\$17.80	\$19.30
9	\$17.78	\$16.78	\$16.78	\$17.78	\$16.78	\$17.78	\$16.78	\$19.27	\$18.16	\$19.66
10	\$17.95	\$16.95	\$16.95	\$17.95	\$16.95	\$17.95	\$16.95	\$19.66	\$18.52	\$20.02
11	\$18.12	\$17.12	\$17.12	\$18.12	\$17.12	\$18.12	\$17.12	\$20.05	\$18.89	\$20.39
12	\$18.29	\$17.29	\$17.29	\$18.29	\$17.29	\$18.29	\$17.29	\$20.45	\$19.27	\$20.77
13	\$18.47	\$17.47	\$17.47	\$18.47	\$17.47	\$18.47	\$17.47	\$20.86	\$19.66	\$21.16
14	\$18.64	\$17.64	\$17.64	\$18.64	\$17.64	\$18.64	\$17.64	\$21.28	\$20.05	\$21.55
15	\$18.82	\$17.82	\$17.82	\$18.82	\$17.82	\$18.82	\$17.82	\$21.70	\$20.45	\$21.95
16	\$19.00	\$18.00	\$18.00	\$19.00	\$18.00	\$19.00	\$18.00	\$22.14	\$20.86	\$22.36
17	\$19.17	\$18.17	\$18.17	\$19.17	\$18.17	\$19.17	\$18.17	\$22.58	\$21.28	\$22.78
18	\$19.36	\$18.36	\$18.36	\$19.36	\$18.36	\$19.36	\$18.36	\$23.03	\$21.70	\$23.20
19	\$19.54	\$18.54	\$18.54	\$19.54	\$18.54	\$19.54	\$18.54	\$23.49	\$22.14	\$23.64
20	\$19.73	\$18.73	\$18.73	\$19.73	\$18.73	\$19.73	\$18.73	\$23.95	\$22.58	\$24.08