EMPLOYEE WORKING AGREEMENTS

between

EAU CLAIRE PUBLIC SCHOOLS and HOURLY EMPLOYEES

Effective *July 1, 2024,* and through the end of the 2024-2025 school year, the Employee Working Agreements (the "Agreement") is entered into between Eau Claire Public Schools (the "Employee") and the Hourly (the "Employees") of Eau Claire Public Schools. Hourly Employees include all employees in the following job classifications: *Clerical (related secretarial positions), Custodians, Food Service, Paraprofessionals, Permanent Substitute Bus Drivers, and Maintenance employees.*

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 the job description).
 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, with no minimums.

2. <u>Time and one-half and Overtime Pay</u>:

- All overtime pay and compensatory time <u>must</u> have prior approval of the 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 actual time worked over forty (40) hours in one workweek (Monday 12:00 am through Sunday 11:59 pm), on Sundays and holiday work.
- d. Compensatory time, Paid Holidays, and Paid Leave Days shall not count as actual hours worked.

4. 2024-2025 Holidays:

- a. Employees covered by this agreement shall receive pay for the following Holidays, pending that the employee works the last scheduled work day before and after the holiday. *Unless granted prior written permission by the Superintendent.
 - 10-month employees~ 9 Days: Labor Day, Thanksgiving Day, and the Day after Thanksgiving; Christmas Day, Christmas Eve; New Year's Day, New Year's Eve; President's Day, and Memorial Day.
 - 12-month employees~ 10 Days: Independence Day; the Friday before Labor Day, Labor Day; Thanksgiving Day and the Day after Thanksgiving; Christmas Day, Christmas Eve; New Year's Day, New Year's Eve; and Memorial Day.
- b. Employees who request extended time off (i.e., paid/unpaid leaves of absence and/or FMLA) are not eligible for Holiday pay.
- c. Employees eligible for vacation and on approved vacation time the day before and after the holiday are entitled to Holiday pay.

5. Sick/Personal Days:

- a. Employees covered by this agreement shall receive one (1) sick leave day per month worked, equal to the hours of the employee's approved work day, without loss of pay.
- b. Sick Leave days may be used only on student instructional days (see employee calendars) for use as protection against loss of income because of absences due to:
 - personal illness
 - personal health
 - family illness
 - family health care
 - maternity/adoption/child care
 - funeral/bereavement
- c. Up to two (2) sick leave days may be used for personal business (non-consecutive) at the employee's discretion on *scheduled* workdays.
- d. Sick/Personal days shall not be used consecutively for reasons other than an employee or immediate family illness. A Doctor's note may be required when an employee returns to work after three (3) or more consecutive days of illness.
- e. All Sick/Personal leave days must be entered into the employee's Skyward account and approved by the Supervisor within 48 hours of leave.
- f. Employee's Sick/Personal shall accumulate to a maximum of ninety (90) days.
- g. Accumulated leave shall be paid upon separation (non-disciplinary in nature) of employment only after a minimum of fifteen (15) 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.

6. Vacation Time:

- a. Only Full-time, twelve (12) month employees covered by this Agreement shall receive ten (10) vacation days (*unless noted otherwise in an individual employee contract).
- b. Vacation Days may be used at the employee's discretion, but they should be used at the least disruptive time for the department.
- c. Vacation Days may not be carried into the next fiscal year unless the Superintendent grants written approval.
- d. Employees on approved vacation time the day before and after the holiday are entitled to Holiday pay.

7. Bereavement Leave Days:

- a. Bereavement Leave shall be granted in case of a death in the immediate family.
 - Immediate family shall include husband, wife, domestic partner, 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 up to three (3) regularly scheduled workdays, in which two (2) days will not be charged against the Employee's Sick/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.

8. 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 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 due to 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 learning of jury duty, employees must accurately complete the "Report of Absence" on Skyward, indicating that the absence was due to Jury Duty.

9. 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.
- c. Employees who request extended time off (i.e., paid/unpaid leaves of absence and/or FMLA) are not eligible for Holiday pay.

10. <u>Unforeseen/Emergency Closures</u>:

- a. On days when school is not in session due to an unforeseen circumstance or other conditions that the Superintendent determines it is necessary to cancel a scheduled student instruction day, employees who work
- b. Twelve (12) months will be expected to report for duty on a two (2) hour delay unless directed by the Superintendent or Designee to the contrary.
- c. 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.

11. 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. Working from home is only permitted with written approval from the Superintendent and must include specific details of expectations.
- d. In the event work does not exist, employees will be unpaid.

12. Layoff:

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

13. 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 employee's overall effectiveness, including areas of strength and weakness and suggestions for improvement (if applicable).
- c. If the employee feels an evaluation is incomplete or unjust, they may state their objections in writing before signing the summary.

14. Employee Insurance:

- a. The Eau Claire Board of Education will offer health insurance coverage that provides "minimum essential coverage" as required by the Patient Protection and Affordable Care Act (the PPACA) to all full-time employees as defined under the PPACA (i.e., thirty (30) hours of service or more).
- b. All employees who qualify for this benefit and elect such coverage are responsible for 100% of the health insurance premiums.
- c. *Please note:* Employees hired before 2022-2023 with Insurance coverage will retain the same Health Insurance option they selected.

Hourly Employee Salary Schedule: (Please note that levels do not correlate with how many years the Employee has worked with the District.)

LEVEL	Administrative Secretary	Clerical	Para/Aide	Certified Para	Food Service	Custodial	Head Maintenance
Prob. 60-90 days	\$15.45	\$15.45	\$15.45	\$15.45	\$15.45	\$15.45	\$15.45
1	\$17.00	\$15.97	\$15.97	\$17.00	\$15.97	\$15.97	\$17.51
2	\$17.17	\$16.12	\$16.12	\$17.15	\$16.12	\$16.28	\$17.83
3	\$17.32	\$16.29	\$16.29	\$17.32	\$16.29	\$16.61	\$18.15
4	\$17.48	\$16.45	\$16.45	\$17.48	\$16.45	\$16.94	\$18.49
5	\$17.64	\$16.61	\$16.61	\$17.64	\$16.61	\$17.28	\$18.83
6	\$17.81	\$16.78	\$16.78	\$17.81	\$16.78	\$17.63	\$19.17
7	\$17.98	\$16.95	\$16.95	\$17.98	\$16.95	\$17.98	\$19.52
8	\$18.15	\$17.12	\$17.12	\$18.15	\$17.12	\$18.34	\$19.88
9	\$18.32	\$17.29	\$17.29	\$18.32	\$17.29	\$18.71	\$20.25
10	\$18.49	\$17.46	\$17.46	\$18.49	\$17.46	\$19.08	\$20.62
11	\$18.67	\$17.64	\$17.64	\$18.67	\$17.64	\$19.46	\$21.01
12	\$18.84	\$17.81	\$17.81	\$18.84	\$17.81	\$19.85	\$21,40
13	\$19.02	\$17.99	\$17.99	\$19.02	\$17.99	\$20.25	\$21,79
14	\$19.20	\$18.17	\$18.17	\$19.20	\$18.17	\$20.65	\$22,20
15	\$19.38	\$18.35	\$18.35	\$19.38	\$18.35	\$21.07	\$22,61
16	\$19.56	\$18.53	\$18.53	\$19.56	\$18.53	\$21.49	\$23.03
17	\$19.75	\$18.72	\$18.72	\$19.75	\$18.72	\$21.92	\$23,46
18	\$19.94	\$18.91	\$18.91	\$19.94	\$18.91	\$22.35	\$23.90
19	\$20.13	\$19.10	\$19.10	\$20.13	\$19.10	\$22.80	\$24.35
20	\$20.32	\$19.29	\$19.29	\$20.32	\$19.29	\$23.26	\$24.80
21	\$20.52	\$19.48	\$19.48	\$20.52	\$19.48	\$23.49	\$25.05
22	\$20.73	\$19.67	\$19.67	\$20.73	\$19.67	\$23.73	\$25.30
23	\$20.94	\$19.87	\$19.87	\$20.94	\$19.87	\$23.96	\$25.55
24	\$21.15	\$20.07	\$20.07	\$21.15	\$20.07	\$24.20	\$25.81
25	\$21.36	\$20.27	\$20.27	\$21.36	\$20.27	\$24.45	\$26.07