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Title: **Milwaukee Board of School Directors and District Council 48, American Federation of State, County and Municipal Employees (AFSCME), Local 1616 – 888J (2001)**

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830721

CONTRACT

between

THE MILWAUKEE BOARD OF SCHOOL DIRECTORS

and

LOCAL 1616 – 888J
(Part-Time Hourly Recreation Workers)

DISTRICT COUNCIL #48

AFSCME

3,300 workers

April 1, 2001

through

March 31, 2003

28 pages

01/24/02

AFSCME
District Council #48
Local 1616-888J

Fritz D. Spinn, Sr., President
P.O. Box 18292
Milwaukee, WI 53218

414/403-1677

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THIS AGREEMENT, made and entered into at Milwaukee, Wisconsin, pursuant to the provisions of Section 111.70, Wisconsin Statutes, by and between the Milwaukee Board of School Directors, a municipal employer (hereinafter referred to as the "Board") and District Council 48, American Federation of State, County and Municipal Employes, AFL-CIO, and its affiliated Local 1616 (hereinafter referred to as the "Union") as representative of the employes employed by the Board and included in the bargaining units certified by the Wisconsin Employment Relations Commission (WERC), WITNESSETH:

WHEREAS, both of the parties to this agreement are desirous of reaching an amicable understanding with respect to the employer-employe relationship which exists between them and to enter into a complete agreement covering rates of pay, hours of work, and conditions of employment; and

WHEREAS, the parties acknowledge that, during the negotiations which resulted in this agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this agreement; and

WHEREAS, it is intended that the following agreement shall be an implementation of the provision of Section 111.70, Wisconsin Statutes, consistent with the legislative authority which devolves upon the Board and the administrative authority and responsibility of the superintendent and the Statutes of the State of Wisconsin and amendments thereto and, insofar as applicable, the administrative rules of the Department of Public Instruction and amendments thereto; and

WHEREAS, it is intended by the parties hereto that the employer-employe relationship, which exists now and has heretofore existed by and between the Board and the members of the Union who are employed by the Board, shall continue to be the same in the event this agreement is terminated or by virtue of its terms becomes terminated.

PART I

A. CONSIDERATION

The consideration for the execution of this binding agreement is the covenants mutually expressed herein and arrived at by the parties hereto.

B. AGREEMENT ON BEHALF OF THE UNION

The Union hereby and herewith covenants, agrees, and represents to the Board that the Union is duly authorized and empowered to covenant for and on behalf of all employes in the bargaining units and represents that it and its members will faithfully and diligently abide by and be strictly bound to all of the provisions of this agreement, as hereinafter set forth. The parties agree that in conferences and negotiations, the Union will represent all employes in the bargaining units.

C. AGREEMENT ON BEHALF OF THE BOARD

The Board hereby and herewith covenants, agrees, and represents to the Union that the Board is duly authorized and empowered to covenant for and on behalf of the Board and represents that the Board will faithfully and diligently abide by and be strictly bound to all of the provisions of this agreement as hereinafter set forth.

D. CONDITIONS AND DURATIONS OF AGREEMENT

1. This agreement shall continue in full force and effect from date of ratification by both parties to and including March 31, 2003. The Board and the Union, for the life of this agreement, each voluntarily and unqualifiedly waives the right and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter not specifically referred to or covered in this agreement, except as otherwise provided herein.

2. All expenditures or compensation by paid employes in accordance with this agreement must first meet the requirements and procedures required by law and the provisions of Chapter 119 of the Wisconsin Statutes.

3. Any reference to or interpretation of Chapter 119, as it related to the foregoing paragraphs, shall not be subject to arbitration.

E. NEGOTIATIONS

Either party to this agreement may select for itself such negotiator or negotiators for the purpose of carrying on conferences and negotiations under the provisions of Section 111.70, Wisconsin Statutes, as such party may determine. No consent from either party

shall be required in order to name such negotiator or negotiators, except as limited by Part II, Section B.

F. TIMETABLE

1. Conferences and negotiations shall be carried on by the parties hereto as follows:

Both the Union and the Board shall submit proposals no later than three (3) months prior to the termination of the agreement and begin negotiations no later than January 15 of the year of the expiration of the agreement.

It is agreed that the dates specified in these guidelines may be waived by mutual consent of the parties.

2. The parties agree that, should it become necessary, they will utilize mediation and fact finding in order to facilitate negotiations.

3. The negotiators for the Board and the Union shall recommend to the Board and the Union, respectively, that they ratify any agreements reached in negotiation. Upon ratification, the agreement shall be reduced to writing and signed by both parties.

PART II

A. RECOGNITION

The Board recognizes the Union as the exclusive collective bargaining agent for the appropriate certified bargaining units and as the certified representative of those employes in the same bargaining units occupying the positions and classifications as defined in the appropriate "Certifications of Representatives," promulgated by the WERC (Case LIX, No. 18432, ME-1118, Decision No. 13134-A). The Union recognizes its responsibility to cooperate with the Board to assure maximum service at minimum cost to the public, consonant with its obligations to the employes it represents. This clause shall not be interpreted for purposes other than identifying the bargaining representative and the bargaining unit.

B. UNION NEGOTIATING COMMITTEE

Meetings for collective bargaining shall involve members designated by the Union and the Board. Employes shall be released for such matters without loss of salary when meetings are scheduled during the workday. Every effort will be made to schedule meetings at times other than during the regular workday. All meetings shall be scheduled by mutual consent.

C. UNION SECURITY

1. **INITIATION FEE CHECKOFF.** The Board agrees to deduct the Union membership initiation fee, upon receipt of the proper authorization card, from the payroll checks of all employes so authorizing the deduction in an amount certified by the secretary-treasurer of the Union. Such deduction shall be made following submission of the proper authorization card, provided the card is received by the Department of Human Resources at least ten (10) workdays prior to the biweekly payroll check date. If there is not sufficient time to place said deduction into effect, it shall be placed in effect on the subsequent Union dues deduction date.

2. **UNION DUES CHECKOFF.** The Board agrees to deduct Union dues from the payroll checks of all employes so authorizing the deduction and who have worked a minimum of thirty-six (36) hours in a biweekly pay period in an amount certified by the secretary-treasurer of the Union, provided the annual dues are evenly divisible by the number of pay periods in which they are to be deducted. Such deduction shall commence or terminate following submission of the proper authorization card, provided the card is received by the Department of Human Resources at least ten (10) workdays prior to the biweekly payroll check date. If there is not sufficient time to place said deduction into effect, it shall be placed in effect on the subsequent Union dues deduction date. A copy of the cards requesting revocation will be transmitted to the Union upon receipt. The deductions shall be made from each biweekly payroll check and paid over to the Union within seven (7) workdays following the deduction.

3. **FAIR SHARE AGREEMENT.** All employes represented by the Union who have a minimum of thirty-six (36) hours of work in a biweekly pay period, and are not members of the Union shall be required, as a condition of employment, to pay to the Union each month a proportionate share of the cost of the collective bargaining process and contract administration. Such charge shall be deducted from the employe's paycheck in the same manner as the Union dues and shall be the same

amount as the Union charges for regular dues, not including special assessments or initiation fees.

In consideration of this provision, the Union agrees:

a. That no employe will be denied membership or have his/her membership terminated in the Union for reasons other than failure of the employe to tender his/her dues, initiation fees, or duly imposed fines uniformly required as a condition of acquiring or retaining membership in the Union. The Union agrees to furnish the Board a current list of employes in the bargaining unit whose applications for Union membership are denied and a list of employes whose memberships are terminated, with grounds therefore, within five (5) days after rejection or termination.

b. The Union further agrees to hold the Board harmless from any damages arising out of any legal action by any employe contesting the above set forth deduction from his/her salary. The Board and the Union agree to jointly defend against any such action.

4. **CREDIT UNION CHECKOFF**. The Board agrees to deduct for the credit union, upon receipt of the proper authorization card, the amount as stated on the authorization form from the payroll check of an employe. Such deduction shall commence or terminate following submission of the proper authorization card provided the card is received by the Department of Human Resources at least ten (10) workdays prior to the biweekly payroll check date. If filed after ten (10) workdays prior to the biweekly payroll check date, it will be placed in effect on the subsequent biweekly payroll check date. In the event an individual desires to revoke the credit union payroll deduction, he/she will fill out two (2) revocation cards. The Department of Human Resources will retain one (1) of the originals and the second, with a copy, shall be sent to the credit union office; one (1) of the cards will be returned to the Department of Human Resources. The Board will pay over to the credit union such deducted fees on or before the seventh workday following the deduction.

5. **UNION ACCESS TO INFORMATION**. The Board agrees to make available, within a reasonable time, upon request of an authorized Union officer, steward, or representative, such information as may be contained in Board records, including, but not limited to, wages, hours, conditions of employment, overtime, sick leave, longevity, and vacation status of employes in the bargaining unit. The employe shall

have access to such information which pertains to the employe's personnel record. The Union may, with the employe's written consent, have access to the employe's personnel record. Any such request shall be specific in scope but shall not extend to confidential records. The personnel record of an employe in the bargaining unit would not be considered confidential, except:

a. Recommendation prior to employment.

b. Recommendations as to promotion to a position outside the bargaining units.

c. Records which might reflect upon the character of the employe where the employe did not wish the Union to see the same.

6. **BARGAINING UNIT LISTS**. The Union shall be given a complete listing of all employes in the bargaining unit twice each year at no cost to the Union. The Union shall notify the Board thirty (30) days prior to each requested date. The list shall be in alphabetical order by last name and include address, work location, salary, social security number, classification, and date of hire.

7. **PROGRAM MANUALS**. On a program-season basis, the Union will be furnished with copies of all major program leader/attendant manuals.

D. LIMITATIONS UPON UNION ACTIVITY

The Union agrees that neither the Union nor its members will conduct any Union activity on time paid for by the Board other than that of collective bargaining or the handling of grievances or complaints, as outlined under the grievance procedure, except as otherwise agreed between the Board and the Union. The Union shall be notified of major seasonal meetings and locations, at least five (5) workdays in advance, and shall be allowed to distribute Union material, without pay or release time, at those locations in a manner determined by the employer.

E. MANAGEMENT RESPONSIBILITIES

The Union recognizes the prerogatives of the Board and superintendent to operate and manage their affairs in all respects, in accordance with their responsibilities. All powers or authority which the Board and superintendent have not officially abridged, delegated, or modified by this agreement are retained by the Board and superintendent.

F. PRINTING OF CONTRACT

The Board shall print the contract and provide the Union with an adequate supply. All proofs of the contract must be approved by both the Board and the Union before printing. The Union shall reimburse the Board for all copies over the first one thousand (1,000) in the first year and two hundred (200) in the second year of the agreement at cost not to exceed three dollars ($3) per copy.

PART III

A. EVALUATION PROCEDURE

1. a. **UNSATISFACTORY WORK PERFORMANCE.** An employe whose work is unsatisfactory will be scheduled for a meeting with his/her supervisor and Union representative. The purpose of this meeting will be to establish specific directions to correct the employe's job performance. Failure to correct job performance in accordance with the directives and to maintain satisfactory job performance in all categories will result in disciplinary action up to and including dismissal.

   Disputes over disciplinary action will be processed in accordance with the grievance procedure (Part V). Disciplinary actions subsequent to the completion of five hundred (500) hours shall be for just cause.

   b. **PERFORMANCE EVALUATIONS.** Evaluations are given at the end of each season, per assignment, or upon resignation. The Union shall receive a copy of unit members whose evaluations are rated "unsatisfactory" and a copy of the unsatisfactory work performance document.

2. Public complaints that are deemed by the Board to have merit shall be made known to the affected bargaining unit member(s) in writing as soon as reasonably possible.

B. RE-EMPLOYMENT

Employes in the bargaining unit will be given preference in employment for the position they previously worked, if their prior evaluation was good or excellent with continuous service in recreation centers, playgrounds, or a combination of the two (2).

Re-employment forms must be returned annually by the following dates:

September 1	Fall/Winter Program
March 1	Spring/Summer Program

Failure to return the appropriate season re-employment form shall be considered as a waiver of re-employment rights in any assignment during that season. If hired in the same year, rights will be renewed. Failure to return the re-employment form by the appropriate date or be rehired in any assignment shall constitute a termination of re-employment rights. Exceptions to the foregoing may be granted upon the division's receipt within thirty (30) days of substantive proof that such failure to return the re-employment form or be re-employed was due to medical, military service, or other reasons for good cause. The decision to grant exceptions shall be at the division's discretion and not subject to the grievance procedure unless denials are applied in an arbitrary and capricious manner.

Employes leaving an assignment during the term of that assignment must within ten (10) days of the last day worked provide written documentation of the reason for leaving the job. The division will review such documentation and may accept or reject without recourse the individual's future employment application. A copy of the decision regarding the documentation received will be provided to the employe and the Union within the succeeding ten (10)-day period.

The employe's failure to supply the above written documentation within ten (10) days will terminate the employe's re-employment rights.

PART IV

A. HOURS

If the hours of an employe are changed and the employe cannot work the new hours, every effort will be made to accommodate the employe in an assignment with comparable hours to those previously worked.

B. BREAKS AND LUNCH

Employes working seven (7) or more consecutive contact hours with participants will receive an unpaid thirty (30)-minute lunch break. If the employe is approved to work through lunch, the lunch period will be paid.

Employes working four (4) or more consecutive contact hours with participants will be entitled to a fifteen (15)-minute break as scheduled by the site director.

C. INSURANCE

1. The Board will reimburse employes against loss or damage to personal property used in the course of employment while on duty on Board premises or Board-sponsored activities, arising from theft, fire, or willful damage, not to exceed one hundred fifty dollars ($150) on any one (1) occurrence. Employes must have taken reasonable precautions to protect their personal possessions.

2. The Board shall provide insurance to cover malicious damage to employes' cars and motorcycles parked at school during school hours or while on school business. The present insurance policy shall be amended to include tape decks. Such policy will not cover the first twenty-five dollars ($25) of damage in any one (1) incident.

3. Present liability insurance covering tort liability paid for by the Board shall be continued in the amount of one million dollars ($1,000,000).

4. The present comprehensive general liability insurance policy shall be continued.

D. PROTECTION OF EMPLOYES

1. ASSISTANCE IN ASSAULT CASES

a. Employes shall report all cases of assault suffered by them in connection with their employment to their immediate supervisors within forty-eight (48) hours, but no later than five (5) workdays, of their occurrence on forms provided by the Board which may be obtained at the office in each school or department. Supervisors shall transmit a copy of the report to the office of the superintendent or designee. The superintendent or designee shall acknowledge receipt of such report immediately after the report is received. In acknowledging receipt, the superintendent or designee shall send a copy to the Union president.

b. If an employe who has been assaulted wishes to file a complaint against the assailant, the police shall be called immediately by the immediate supervisor so that the police may properly investigate and find witnesses to the act.

c. No employe shall be required to subject himself/herself to any clear and imminent danger to the employe's safety.

2. LEGAL COUNSEL

a. The Board agrees to provide legal counsel to defend any employe in civil action arising out of an alleged assault on or by an employe which occurs in connection with the employe's employment.

b. In the event the city attorney's office or the attorney of the liability insurance carrier is unable to defend the employe, the Board agrees to provide up to seventy-five dollars ($75) per hour to aid in the defense of an employe in a civil or criminal action in connection with the employe's employment provided such employe is found not guilty in the criminal action, or judgement is rendered against the other party in a civil action, or if the case is dismissed.

c. If the employe is ordered to the district attorney's office, a warrant has been requested, or a complaint is filed, the employe shall immediately notify the Union president and the director of Labor Relations. If the warrant is refused and the Board was unable to furnish legal counsel, the Board will pay seventy-five dollars ($75) to the employe for the attorney who defended the employe.

E. RESIDENCY REQUIREMENT

All employes who become employes in the bargaining unit after July 1, 1983, shall be residents of the city of Milwaukee and shall maintain such residency during the period of their employment in this bargaining unit. Personnel who are employed at the Oak Ridge Farm or the Palmyra Nature Interpretative Center are exempt from this requirement.

PART V

GRIEVANCE AND COMPLAINT PROCEDURE

A. PURPOSE

The purpose of this grievance procedure is to provide a method for quick and binding final determination of every question of interpretation and application of the provisions of this agreement, thus preventing the protracted continuation of misunderstandings which may arise from time to time concerning such questions. The purpose of the complaint procedure is to provide a method for prompt and full discussion and consideration of matters of personal irritation and concern of an employe with some aspect of employment.

B. DEFINITIONS

1. A grievance is defined to be an issue concerning the interpretation or application of provisions of this agreement or compliance therewith provided, however, that it shall not be deemed to apply to any order, action, or directive of the superintendent or of anyone acting on his/her behalf, or to any action of the Board which relates or pertains to their respective duties or obligations under the provisions of the state statutes.

2. A complaint is any matter of dissatisfaction of an employe with any aspect of his/her employment primarily relating to wages, hours, and working conditions which does not involve any grievance as above defined. It may be processed through the application of the first two (2) steps of the grievance procedure.

C. RESOLUTION OF GRIEVANCE OR COMPLAINT

If the grievance or complaint initiation or appeal is not processed within the time limit at any step of the grievance or complaint procedure, it shall be considered to have been resolved by previous disposition. Any time limit in the procedure may be extended by mutual consent.

D. STEPS OF GRIEVANCE PROCEDURE

Grievances or complaints shall be processed as follows:

FIRST STEP - An employe shall, within ten (10) workdays after the event giving rise to the grievance occurred or the employe could reasonably have been expected to have knowledge of it, submit his/her grievance or complaint directly to his/her immediate supervisor, but he/she may request the immediate supervisor to send for (a) a representative of the Union or (b) a fellow employe of his/her own choosing for the purpose of joint oral presentation and discussion of the grievance or complaint at a mutually convenient time. If the grievance or complaint is not resolved satisfactorily, it shall be reduced to writing and presented to the employe's immediate supervisor within five (5) workdays of the oral presentation. The immediate supervisor shall give a written answer within five (5) workdays of receipt of the written grievance or complaint.

SECOND STEP - If the grievance or complaint is not adjusted in a manner satisfactory to the employe or the Union, the Union may appeal the decision to the department head or his/her designee within ten (10) workdays of receipt of the written answer. The grievant/complainant shall sign the appeal. The department head shall set a mutually convenient time for discussion of the grievance or complaint. The department head shall advise the Union in writing of the grievance or complaint disposition within ten (10) workdays following the grievance hearing.

THIRD STEP - If the grievance is not adjusted in a manner satisfactory to the employe or the Union, the Union, within ten (10) workdays of receipt of the written answer may appeal the decision to the superintendent. The grievant shall sign the appeal. The superintendent or his/her designee shall set a mutually convenient time for discussion of the grievance. The superintendent or his/her designee shall advise the Union in writing of the grievance disposition within ten (10) workdays following the grievance hearing. If the grievance is not certified to the impartial referee in accordance with the impartial referee procedure within twenty (20) workdays after notification of the superintendent's or his/her designee's decision, his/her decision shall become final.

FOURTH STEP - The decision of the superintendent or designee upon a grievance shall be subject to hearing by the impartial referee upon certification to him/her by the Union.

The final decision of the impartial referee, made within the scope of his/her jurisdictional authority, shall be binding upon the parties and the employes covered by this agreement.

1. **JURISDICTIONAL AUTHORITY.** Jurisdictional authority is limited to consideration of grievances or complaints as herein above defined.

The impartial referee procedure shall be subject to the following:

a. The certifying party shall notify the other party in writing of the certification of a grievance.

b. The certifying party shall forward to the impartial referee a copy of the grievance and the other party's answer and also send a copy of such communication to the other party.

c. Upon receipt of such documents, the impartial referee shall fix the time and place for a formal hearing of the issues raised in the grievance not later than thirty (30) days after receipt of such documents unless a longer time is agreed to by the parties.

d. Upon the fixing of a referee hearing date, the parties may arrange mutually agreeable terms for a prehearing conference to consider means of expediting the hearing by, for example, reducing the issues to writing, stipulating fact, outlining intended offers of proof, and authenticating proposed exhibits.

e. In those cases where either party deems it necessary, it may be arranged that a transcript of the hearing be made by a qualified court reporter. The party making such arrangements shall bear the full cost thereof. The other party may purchase a copy. If the impartial referee requests that he/she be furnished with a copy, the expense of the original copy and the reporter's attendance charge shall be borne equally by the parties.

f. At the close of the hearing, the impartial referee shall afford the parties reasonable opportunity to submit briefs, if requested by either party.

g. The impartial referee shall render his/her decision as soon as possible, preferably within twenty (20) workdays.

h. The impartial referee shall lay down the rules for orderly conduct of the hearing.

i. In making his/her decision, the impartial referee shall be bound by the principles of law relating to the interpretation of contracts followed by Wisconsin courts.

j. The expenses of the impartial referee shall be borne equally by the parties, except that the party requesting reconsideration or rehearing shall bear the full expenses of the impartial referee incurred in such reconsideration or rehearing.

2. **APPOINTMENT OF IMPARTIAL REFEREE.** Impartial referee shall be selected as follows:

a. If the parties are unable to agree upon the selection of an impartial referee within one (1) week after desired certification of a grievance, the certifying party shall request the WERC to submit to them a list of names of five (5) WERC staff persons suitable for selection as impartial referee.

b. If the parties cannot agree upon one (1) of the persons named on the list, the parties shall strike a name alternately until one (1) name remains. Such remaining person shall act as impartial referee.

3. **GROUP GRIEVANCE.** In order to prevent the filing of a multiplicity of grievances on the same question of interpretation of compliance where the grievance covers a question common to a number of employes, it shall be processed as a single grievance, commencing with the party having jurisdictional authority thereof. Any group grievance shall set forth thereon the names of the persons or the group and the title and specific assignments of the people covered by the group grievance and shall be signed by the Union president or a Union representative.

4. **DISCIPLINARY MATTERS**

a. Any bargaining unit member who has completed a minimum of five hundred (500) hours of work who is reduced in status, suspended, removed, or discharged may, within five (5) workdays after receipt of such action, file a

grievance as to the just cause of the discharge, suspension, or discipline imposed upon him/her.

b. The parties agree that in all forms of negotiations and in all conferences regarding disciplinary action, or possible disciplinary action, except as provided in item c below, the Union shall receive prenotification of said conference and shall be present to represent the employe.

c. In those instances where the misconduct complained of is of a serious nature and immediate, or the safety or well-being of the particular employe, other employes or citizens are involved, or when the misconduct is so serious as to be criminal, the department head of the particular employe shall have the power to relieve the particular employe of his/her duties and to absent him/her from the job. When an employe is required to leave the job because of immediate misconduct, the department head shall promptly advise the Union of the alleged misconduct and the disciplinary action imposed.

PART VI

NO STRIKE CLAUSE

The Union and the Board subscribe to the principle that differences shall be resolved by peaceful and appropriate means without interruption of the school program. The Union, therefore, agrees that there shall be no strikes, work stoppages, slowdown, or other concerted refusal to perform work by the employes covered by this agreement during the life of the contract. Upon notification from the Board of any unauthorized work stoppage, the Union shall make public that it does not endorse such stoppage. Having given such public notice, the Union shall be freed from all liability for any breaches of this part.

PART VII

BASIS FOR AGREEMENT

A. SAVING CLAUSE

If any part or section of this agreement or any addendum thereto should be held invalid by operation of law or by any tribunal of competent jurisdiction or if compliance with or enforcement of any part or section should be restrained by such tribunal, the remainder of this agreement and addenda shall not be affected thereby; and the parties shall enter into immediate collective bargaining negotiations for the purpose of arriving at a mutually satisfactory replacement for such part or section.

B. ENTIRE AGREEMENT

The foregoing constitutes an entire agreement between the parties and no verbal statement shall supersede any of its provisions.

Dated at Milwaukee, Wisconsin, this 19th day of December, 2001.

MILWAUKEE BOARD OF SCHOOL DIRECTORS

Lawrence J. O'Neil, President

Peter Blewett
Joe Dannecker
John S. Gardner
Charlene Hardin
Kenneth L. Johnson
Jennifer Morales
Jeff Spence
Donald E. Werra

Spence D. Korté
Superintendent of Schools

Deborah A. Ford, Director
Division of Labor Relations

Joseph L. Chiusolo, Labor Relations Representative
Division of Labor Relations

LOCAL 1616, DISTRICT COUNCIL 48
AFSCME, AFL-CIO

DISTRICT COUNCIL 48

Richard Abelson, Executive Director
Robert Klaus, Staff Representative

LOCAL 1616 NEGOTIATING TEAM

Fritz D. Spinn, Sr., President
Arvilla Herro, Vice President
Robert Zamiatala, Secretary-Treasurer

APPENDIX A

A. SALARY SCHEDULES, HOURLY EMPLOYES

JOB CLASSIFICATIONS FOR RECREATION LEADER

PROGRAM STAFF

	Minimum	Maximum
Recreation Leader I	$ 7.70	$ 8.49
Recreation Leader II	8.00	9.33
Recreation Leader III	8.50	9.85
Recreation Leader IV	9.00	10.89
Recreation Leader IVa	9.50	10.50
Recreation Leader V	10.00	16.11
Recreation Leader Va	12.00	14.00
Recreation Leader Vb	13.00	15.00

NON-PROGRAM STAFF

	NON-HIGH SCHOOL		HIGH SCHOOL
	Minimum	Maximum	Enrolled
Recreation Leader I	$ 7.70	$ 8.49	$ 5.15
Recreation Leader II	8.00	9.33	

An employe whose position rate is in excess of the job classification in which his/her position is listed is considered to be red-circled until such time as the job classification maximum exceeds the employe rate. The employe will not be eligible for any increase until such time as the job classification maximum is increased.

If a red-circled employe leaves his/her red-circled job position for another community recreation division opening, he/she shall retain no right to the job or red-circled rate unless the community recreation division director approves, in writing, the reassignment of the individual to the prior job position at the red-circled rate.

The red-circled employe who elects to leave his/her MPS community recreation division employment shall retain no right to his/her red-circled job position or rate should he/she return to MPS community recreation division employment.

High school enrolled employes excluding exempt high school lifeguards and wading pool attendants will receive at least the greater of the federal or Wisconsin state minimum wage.

Any employe electing to move from one rate range category to another category will receive the entry level rate for that rate range category.

The Union will receive a list of all red-circled employes within ninety (90) days of ratification, and thereafter on March 31 of each year.

Salary increases for all other (non-red-circled) employes will be as follows:

Year 1	25¢ per hour
Year 2	25¢ per hour

APRIL 1, 2001 – MARCH 31, 2003

PROGRAM STAFF

JOB CLASSIFICATION	**Minimum**	**Maximum**
Recreation Leader I	$ 7.70	$ 8.49
POSITION:		
ASRP Instructor (youth)		
55+ Leader		
Head Tutor		
Playleader I		
PPT Instructor (youth)		
Special Event/Trip Leader		
SREC Instructor (youth)		
School Year Child Care Instructor		
Youth Sports Instructor:		
Gymnastics, Tennis, Soccer, Softball, Basketball, Volleyball, Baseball, Track		

JOB CLASSIFICATION	Minimum	Maximum
Recreation Leader II	$ 8.00	$ 9.33
POSITION:		
Ex. Ed. Leader		
55+ Instructor		
Head Tutor Coordinator		
Naturalist		
Outdoor Ed. Instructor (youth/adult)		
Playleader II (traveling)		
Program Assistant: 55+, Survive Alive		
Site Coordinator (ASRP)(MUNI)		
Youth Sports Official:		
Basketball, Soccer, Softball,		
Football, Volleyball		
Children's Instructor I		

JOB CLASSIFICATION	Minimum	Maximum
Recreation Leader III	$ 8.50	$ 9.85
POSITION:		
Asst Ex. Ed. Director		
Ex. Ed. Instructor (youth/adult)		
Head Instructor:		
Gymnastics, Sports Camps		
Recreation Center Director		

JOB CLASSIFICATION	Minimum	Maximum
Recreation Leader IV	$ 9.00	$ 10.89
POSITION:		
Children's Instructor II		
Ex. Ed. Program Director		
Head Naturalist		
League Coordinator		
WSI Swim Instructor (youth)		

JOB CLASSIFICATION	Minimum	Maximum
Recreation Leader IVa	$ 9.50	$ 10.50
POSITION:		
Asst. School Year Child Care Director (100 or less students)		
Asst. SREC Director		

JOB CLASSIFICATION	Minimum	Maximum
Recreation Leader V	$ 10.00	$ 16.11
POSITION:		
Adult Instructor		
Children's Instructor III		
Competitive Swim Coach		
WSI Swim Instructor (adult)		
Special Program Instructors/Coordinators		
SREC Director (100 or less students)		
School Year Child Care Director (100 or less students)		
Asst. School Year Child Care Director (more than 100 students)		

JOB CLASSIFICATION	Minimum	Maximum
Recreation Leader Va	$ 12.00	$ 14.00
POSITION:		
School Year Child Care Director (more than 100 students)		
SREC Director (more than 100 students)		

JOB CLASSIFICATION	Minimum	Maximum
Recreation Leader Vb	$ 13.00	$ 15.00
POSITION:		
Resource Person		

NON-PROGRAM STAFF

JOB CLASSIFICATION	NON-HIGH SCHOOL Minimum	NON-HIGH SCHOOL Maximum	HIGH SCHOOL Enrolled
Recreation Leader I	$ 7.70	$ 8.49	$ 5.15
POSITION:			
Building Monitor			
Clerk/Registration			
Field Attendant			
Outdoor Ed. Farm Laborer			
Outdoor Ed. Attendant			
Score Keeper			
Wading Pool Attendant			Exempt

JOB CLASSIFICATION	NON-HIGH SCHOOL Minimum	NON-HIGH SCHOOL Maximum	HIGH SCHOOL Enrolled
Recreation Leader II	$ 8.00	$ 9.33	Exempt
POSITION:			
Lifeguard			

JOB CLASSIFICATION	NON-HIGH SCHOOL Minimum	NON-HIGH SCHOOL Maximum	HIGH SCHOOL Enrolled
Recreation Leader III	$ 8.50	$ 9.83	Exempt
POSITION:			
Head Lifeguard			

The Board may pay above stated maximums following written notification to the Union. If the Union requests a meeting to discuss the issue, it will take place within five (5) workdays.

B. APPLICATION OF WAGE INCREASES:

There will be no general increase to any employe whose rate prior to July 1, 1996, was below seven dollars and seventy cents ($7.70) per hour. The July 1, 1996, increase to seven dollars and seventy cents ($7.70) will constitute the only increase for which those employes will be eligible during the life of this agreement.

Salary increases for all other (non-red-circled) employes will be as follows:

Year 1	25¢ per hour
Year 2	25¢ per hour

Employes will receive their retroactive pay within ninety (90) calendar days of ratification.

C. DUPLICATE TIME CARD

Upon the request of the employe, the Board will provide the employe with a "Duplicate Time Card" form for the current pay period, signed by his/her immediate supervisor.