

# 830721

**CONTRACT**

between

**THE MILWAUKEE BOARD OF SCHOOL DIRECTORS**

and

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

**DISTRICT COUNCIL #48**

**AFSCME**

**April 1, 2001**

through

**March 31, 2003**

3,300  
workers

28 pages

9/24/02

CONFIDENTIAL

001

AFSCME  
District Council #48  
Local 1616-888J

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414/403-1677

CONFIDENTIAL

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

9  
10 **WHEREAS**, both of the parties to this agreement are desirous of reaching an amicable  
11 understanding with respect to the employer-employee relationship which exists between  
12 them and to enter into a complete agreement covering rates of pay, hours of work, and  
13 conditions of employment; and

14  
15 **WHEREAS**, the parties acknowledge that, during the negotiations which resulted in this  
16 agreement, each had the unlimited right and opportunity to make demands and proposals  
17 with respect to any subject or matter not removed by law from the area of collective  
18 bargaining, and that the understandings and agreements arrived at by the parties after the  
19 exercise of that right and opportunity are set forth in this agreement; and

20  
21 **WHEREAS**, it is intended that the following agreement shall be an implementation of the  
22 provision of Section 111.70, Wisconsin Statutes, consistent with the legislative authority  
23 which devolves upon the Board and the administrative authority and responsibility of the  
24 superintendent and the Statutes of the State of Wisconsin and amendments thereto and,  
25 insofar as applicable, the administrative rules of the Department of Public Instruction and  
26 amendments thereto; and

27  
28 **WHEREAS**, it is intended by the parties hereto that the employer-employee relationship,  
29 which exists now and has heretofore existed by and between the Board and the members  
30 of the Union who are employed by the Board, shall continue to be the same in the event  
31 this agreement is terminated or by virtue of its terms becomes terminated.

32  
33  
34 **PART I**

35  
36 **A. CONSIDERATION**

37  
38 The consideration for the execution of this binding agreement is the covenants mutually  
39 expressed herein and arrived at by the parties hereto.

1  
2 **B. AGREEMENT ON BEHALF OF THE UNION**

3  
4 The Union hereby and herewith covenants, agrees, and represents to the Board that the  
5 Union is duly authorized and empowered to covenant for and on behalf of all employes in  
6 the bargaining units and represents that it and its members will faithfully and diligently  
7 abide by and be strictly bound to all of the provisions of this agreement, as hereinafter set  
8 forth. The parties agree that in conferences and negotiations, the Union will represent all  
9 employes in the bargaining units.

10  
11 **C. AGREEMENT ON BEHALF OF THE BOARD**

12  
13 The Board hereby and herewith covenants, agrees, and represents to the Union that the  
14 Board is duly authorized and empowered to covenant for and on behalf of the Board and  
15 represents that the Board will faithfully and diligently abide by and be strictly bound to all  
16 of the provisions of this agreement as hereinafter set forth.

17  
18 **D. CONDITIONS AND DURATIONS OF AGREEMENT**

19  
20 1. This agreement shall continue in full force and effect from date of ratification by  
21 both parties to and including March 31, 2003. The Board and the Union, for the life  
22 of this agreement, each voluntarily and unqualifiedly waives the right and each  
23 agrees that the other shall not be obligated to bargain collectively with respect to any  
24 subject or matter not specifically referred to or covered in this agreement, except as  
25 otherwise provided herein.

26  
27 2. All expenditures or compensation by paid employes in accordance with this  
28 agreement must first meet the requirements and procedures required by law and the  
29 provisions of Chapter 119 of the Wisconsin Statutes.

30  
31 3. Any reference to or interpretation of Chapter 119, as it related to the foregoing  
32 paragraphs, shall not be subject to arbitration.

33  
34 **E. NEGOTIATIONS**

35  
36 Either party to this agreement may select for itself such negotiator or negotiators for the  
37 purpose of carrying on conferences and negotiations under the provisions of Section  
38 111.70, Wisconsin Statutes, as such party may determine. No consent from either party

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

3  
4 **F. TIMETABLE**

5  
6 1. Conferences and negotiations shall be carried on by the parties hereto as  
7 follows:

8  
9 Both the Union and the Board shall submit proposals no later than three (3)  
10 months prior to the termination of the agreement and begin negotiations no later  
11 than January 15 of the year of the expiration of the agreement.

12  
13 It is agreed that the dates specified in these guidelines may be waived by mutual  
14 consent of the parties.

15  
16 2. The parties agree that, should it become necessary, they will utilize mediation  
17 and fact finding in order to facilitate negotiations.

18  
19 3. The negotiators for the Board and the Union shall recommend to the Board and  
20 the Union, respectively, that they ratify any agreements reached in negotiation.  
21 Upon ratification, the agreement shall be reduced to writing and signed by both  
22 parties.

23  
24  
25 **PART II**

26  
27 **A. RECOGNITION**

28  
29 The Board recognizes the Union as the exclusive collective bargaining agent for the  
30 appropriate certified bargaining units and as the certified representative of those employes  
31 in the same bargaining units occupying the positions and classifications as defined in the  
32 appropriate "Certifications of Representatives," promulgated by the WERC (Case LIX,  
33 No. 18432, ME-1118, Decision No. 13134-A). The Union recognizes its responsibility  
34 to cooperate with the Board to assure maximum service at minimum cost to the public,  
35 consonant with its obligations to the employes it represents. This clause shall not be  
36 interpreted for purposes other than identifying the bargaining representative and the  
37 bargaining unit.

PART II - SECTIONS B,C

1 **B. UNION NEGOTIATING COMMITTEE**

2

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

8

9 **C. UNION SECURITY**

10

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

19

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

33

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



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

3  
4 In consideration of this provision, the Union agrees:

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

14  
15 b. The Union further agrees to hold the Board harmless from any damages  
16 arising out of any legal action by any employe contesting the above set forth  
17 deduction from his/her salary. The Board and the Union agree to jointly defend  
18 against any such action.

19  
20 4. **CREDIT UNION CHECKOFF.** The Board agrees to deduct for the credit  
21 union, upon receipt of the proper authorization card, the amount as stated on the  
22 authorization form from the payroll check of an employe. Such deduction shall  
23 commence or terminate following submission of the proper authorization card  
24 provided the card is received by the Department of Human Resources at least ten  
25 (10) workdays prior to the biweekly payroll check date. If filed after ten (10)  
26 workdays prior to the biweekly payroll check date, it will be placed in effect on the  
27 subsequent biweekly payroll check date. In the event an individual desires to revoke  
28 the credit union payroll deduction, he/she will fill out two (2) revocation cards. The  
29 Department of Human Resources will retain one (1) of the originals and the second,  
30 with a copy, shall be sent to the credit union office; one (1) of the cards will be  
31 returned to the Department of Human Resources. The Board will pay over to the  
32 credit union such deducted fees on or before the seventh workday following the  
33 deduction.

34  
35 5. **UNION ACCESS TO INFORMATION.** The Board agrees to make available,  
36 within a reasonable time, upon request of an authorized Union officer, steward, or  
37 representative, such information as may be contained in Board records, including,  
38 but not limited to, wages, hours, conditions of employment, overtime, sick leave,  
39 longevity, and vacation status of employes in the bargaining unit. The employe shall

**PART II - SECTIONS C,D,E**

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

- 6
- 7 a. Recommendation prior to employment.
  - 8
  - 9 b. Recommendations as to promotion to a position outside the bargaining  
10 units.
  - 11
  - 12 c. Records which might reflect upon the character of the employe where the  
13 employe did not wish the Union to see the same.
  - 14

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

20

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

23

24 **D. LIMITATIONS UPON UNION ACTIVITY**

25

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

33

34 **E. MANAGEMENT RESPONSIBILITIES**

35

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

1  
2 **F. PRINTING OF CONTRACT**

3  
4 The Board shall print the contract and provide the Union with an adequate supply. All  
5 proofs of the contract must be approved by both the Board and the Union before printing.  
6 The Union shall reimburse the Board for all copies over the first one thousand (1,000) in  
7 the first year and two hundred (200) in the second year of the agreement at cost not to  
8 exceed three dollars (\$3) per copy.  
9

10  
11 **PART III**

12  
13 **A. EVALUATION PROCEDURE**

- 14  
15 1. a. **UNSATISFACTORY WORK PERFORMANCE.** An employe whose  
16 work is unsatisfactory will be scheduled for a meeting with his/her supervisor  
17 and Union representative. The purpose of this meeting will be to establish  
18 specific directions to correct the employe's job performance. Failure to correct  
19 job performance in accordance with the directives and to maintain satisfactory  
20 job performance in all categories will result in disciplinary action up to and  
21 including dismissal.

22  
23 Disputes over disciplinary action will be processed in accordance with the  
24 grievance procedure (Part V). Disciplinary actions subsequent to the completion  
25 of five hundred (500) hours shall be for just cause.

- 26  
27 b. **PERFORMANCE EVALUATIONS.** Evaluations are given at the end of  
28 each season, per assignment, or upon resignation. The Union shall receive a  
29 copy of unit members whose evaluations are rated "unsatisfactory" and a copy  
30 of the unsatisfactory work performance document.

- 31  
32 2. Public complaints that are deemed by the Board to have merit shall be made  
33 known to the affected bargaining unit member(s) in writing as soon as reasonably  
34 possible.  
35  
36

1 **B. RE-EMPLOYMENT**

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

6  
7 Re-employment forms must be returned annually by the following dates:

8  
9           September 1                    Fall/Winter Program  
10          March 1                        Spring/Summer Program

11  
12 Failure to return the appropriate season re-employment form shall be considered as a  
13 waiver of re-employment rights in any assignment during that season. If hired in the  
14 same year, rights will be renewed. Failure to return the re-employment form by the  
15 appropriate date or be rehired in any assignment shall constitute a termination of re-  
16 employment rights. Exceptions to the foregoing may be granted upon the division's  
17 receipt within thirty (30) days of substantive proof that such failure to return the re-  
18 employment form or be re-employed was due to medical, military service, or other  
19 reasons for good cause. The decision to grant exceptions shall be at the division's  
20 discretion and not subject to the grievance procedure unless denials are applied in an  
21 arbitrary and capricious manner.

22  
23 Employees leaving an assignment during the term of that assignment must within ten (10)  
24 days of the last day worked provide written documentation of the reason for leaving the  
25 job. The division will review such documentation and may accept or reject without  
26 recourse the individual's future employment application. A copy of the decision  
27 regarding the documentation received will be provided to the employee and the Union  
28 within the succeeding ten (10)-day period.

29  
30 The employee's failure to supply the above written documentation within ten (10) days will  
31 terminate the employee'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.

1 **D. PROTECTION OF EMPLOYES**

2  
3 **1. ASSISTANCE IN ASSAULT CASES**

4  
5 a. Employees shall report all cases of assault suffered by them in connection  
6 with their employment to their immediate supervisors within forty-eight (48)  
7 hours, but no later than five (5) workdays, of their occurrence on forms  
8 provided by the Board which may be obtained at the office in each school or  
9 department. Supervisors shall transmit a copy of the report to the office of the  
10 superintendent or designee. The superintendent or designee shall acknowledge  
11 receipt of such report immediately after the report is received. In  
12 acknowledging receipt, the superintendent or designee shall send a copy to the  
13 Union president.

14  
15 b. If an employe who has been assaulted wishes to file a complaint against the  
16 assailant, the police shall be called immediately by the immediate supervisor so  
17 that the police may properly investigate and find witnesses to the act.

18  
19 c. No employe shall be required to subject himself/herself to any clear and  
20 imminent danger to the employe's safety.

21  
22 **2. LEGAL COUNSEL**

23  
24 a. The Board agrees to provide legal counsel to defend any employe in civil  
25 action arising out of an alleged assault on or by an employe which occurs in  
26 connection with the employe's employment.

27  
28 b. In the event the city attorney's office or the attorney of the liability  
29 insurance carrier is unable to defend the employe, the Board agrees to provide  
30 up to seventy-five dollars (\$75) per hour to aid in the defense of an employe in a  
31 civil or criminal action in connection with the employe's employment provided  
32 such employe is found not guilty in the criminal action, or judgement is  
33 rendered against the other party in a civil action, or if the case is dismissed.

34  
35 c. If the employe is ordered to the district attorney's office, a warrant has been  
36 requested, or a complaint is filed, the employe shall immediately notify the  
37 Union president and the director of Labor Relations. If the warrant is refused  
38 and the Board was unable to furnish legal counsel, the Board will pay seventy-  
39 five dollars (\$75) to the employe for the attorney who defended the employe.

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**E. RESIDENCY REQUIREMENT**

All employees who become employees 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.

1 **C. RESOLUTION OF GRIEVANCE OR COMPLAINT**

2  
3 If the grievance or complaint initiation or appeal is not processed within the time limit at  
4 any step of the grievance or complaint procedure, it shall be considered to have been  
5 resolved by previous disposition. Any time limit in the procedure may be extended by  
6 mutual consent.

7  
8 **D. STEPS OF GRIEVANCE PROCEDURE**

9  
10 Grievances or complaints shall be processed as follows:

11  
12 **FIRST STEP** - An employe shall, within ten (10) workdays after the event giving rise to  
13 the grievance occurred or the employe could reasonably have been expected to have  
14 knowledge of it, submit his/her grievance or complaint directly to his/her immediate  
15 supervisor, but he/she may request the immediate supervisor to send for (a) a  
16 representative of the Union or (b) a fellow employe of his/her own choosing for the  
17 purpose of joint oral presentation and discussion of the grievance or complaint at a  
18 mutually convenient time. If the grievance or complaint is not resolved satisfactorily, it  
19 shall be reduced to writing and presented to the employe's immediate supervisor within  
20 five (5) workdays of the oral presentation. The immediate supervisor shall give a written  
21 answer within five (5) workdays of receipt of the written grievance or complaint.

22  
23 **SECOND STEP** - If the grievance or complaint is not adjusted in a manner satisfactory  
24 to the employe or the Union, the Union may appeal the decision to the department head or  
25 his/her designee within ten (10) workdays of receipt of the written answer. The  
26 grievant/complainant shall sign the appeal. The department head shall set a mutually  
27 convenient time for discussion of the grievance or complaint. The department head shall  
28 advise the Union in writing of the grievance or complaint disposition within ten (10)  
29 workdays following the grievance hearing.

30  
31 **THIRD STEP** - If the grievance is not adjusted in a manner satisfactory to the employe  
32 or the Union, the Union, within ten (10) workdays of receipt of the written answer may  
33 appeal the decision to the superintendent. The grievant shall sign the appeal. The  
34 superintendent or his/her designee shall set a mutually convenient time for discussion of  
35 the grievance. The superintendent or his/her designee shall advise the Union in writing of  
36 the grievance disposition within ten (10) workdays following the grievance hearing. If  
37 the grievance is not certified to the impartial referee in accordance with the impartial  
38 referee procedure within twenty (20) workdays after notification of the superintendent's  
39 or his/her designee's decision, his/her decision shall become final.



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**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.

**PART V - SECTION D**

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

3  
4 h. The impartial referee shall lay down the rules for orderly conduct of the  
5 hearing.

6  
7 i. In making his/her decision, the impartial referee shall be bound by the  
8 principles of law relating to the interpretation of contracts followed by  
9 Wisconsin courts.

10  
11 j. The expenses of the impartial referee shall be borne equally by the parties,  
12 except that the party requesting reconsideration or rehearing shall bear the full  
13 expenses of the impartial referee incurred in such reconsideration or rehearing.

14  
15 **2. APPOINTMENT OF IMPARTIAL REFEREE.** Impartial referee shall be  
16 selected as follows:

17  
18 a. If the parties are unable to agree upon the selection of an impartial referee  
19 within one (1) week after desired certification of a grievance, the certifying  
20 party shall request the WERC to submit to them a list of names of five (5)  
21 WERC staff persons suitable for selection as impartial referee.

22  
23 b. If the parties cannot agree upon one (1) of the persons named on the list,  
24 the parties shall strike a name alternately until one (1) name remains. Such  
25 remaining person shall act as impartial referee.

26  
27 **3. GROUP GRIEVANCE.** In order to prevent the filing of a multiplicity of  
28 grievances on the same question of interpretation of compliance where the grievance  
29 covers a question common to a number of employes, it shall be processed as a single  
30 grievance, commencing with the party having jurisdictional authority thereof. Any  
31 group grievance shall set forth thereon the names of the persons or the group and the  
32 title and specific assignments of the people covered by the group grievance and shall  
33 be signed by the Union president or a Union representative.

34  
35 **4. DISCIPLINARY MATTERS**

36  
37 a. Any bargaining unit member who has completed a minimum of five  
38 hundred (500) hours of work who is reduced in status, suspended, removed, or  
39 discharged may, within five (5) workdays after receipt of such action, file a

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

3  
4 b. The parties agree that in all forms of negotiations and in all conferences  
5 regarding disciplinary action, or possible disciplinary action, except as provided  
6 in item c below, the Union shall receive prenotification of said conference and  
7 shall be present to represent the employe.

8  
9 c. In those instances where the misconduct complained of is of a serious  
10 nature and immediate, or the safety or well-being of the particular employe,  
11 other employes or citizens are involved, or when the misconduct is so serious as  
12 to be criminal, the department head of the particular employe shall have the  
13 power to relieve the particular employe of his/her duties and to absent him/her  
14 from the job. When an employe is required to leave the job because of  
15 immediate misconduct, the department head shall promptly advise the Union of  
16 the alleged misconduct and the disciplinary action imposed.

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19 **PART VI**

20  
21 **NO STRIKE CLAUSE**

22  
23 The Union and the Board subscribe to the principle that differences shall be resolved by  
24 peaceful and appropriate means without interruption of the school program. The Union,  
25 therefore, agrees that there shall be no strikes, work stoppages, slowdown, or other  
26 concerted refusal to perform work by the employes covered by this agreement during the  
27 life of the contract. Upon notification from the Board of any unauthorized work  
28 stoppage, the Union shall make public that it does not endorse such stoppage. Having  
29 given such public notice, the Union shall be freed from all liability for any breaches of  
30 this part.

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**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.

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**MILWAUKEE BOARD OF SCHOOL DIRECTORS**

Lawrence J. O'Neil, President

Peter Blewett	Kenneth L. Johnson
Joe Dannecker	Jennifer Morales
John S. Gardner	Jeff Spence
Charlene Hardin	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 Zamiatata, Secretary-Treasurer

APPENDIX A - SECTION A

APPENDIX A

A. SALARY SCHEDULES, HOURLY EMPLOYEES

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**

<b>JOB CLASSIFICATION</b>	<b>Minimum</b>	<b>Maximum</b>
<b>Recreation Leader I</b>	<b>\$ 7.70</b>	<b>\$ 8.49</b>
<b>POSITION:</b>		
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		

**APPENDIX A - SECTION A**

1			
2	<b>JOB CLASSIFICATION</b>	<b>Minimum</b>	<b>Maximum</b>
3			
4	<b>Recreation Leader II</b>	<b>\$ 8.00</b>	<b>\$ 9.33</b>
5	<b>POSITION:</b>		
6	Ex. Ed. Leader		
7	55+ Instructor		
8	Head Tutor Coordinator		
9	Naturalist		
10	Outdoor Ed. Instructor (youth/adult)		
11	Playleader II (traveling)		
12	Program Assistant: 55+, Survive Alive		
13	Site Coordinator (ASRP)(MUNI)		
14	<b>Youth Sports Official:</b>		
15	Basketball, Soccer, Softball,		
16	Football, Volleyball		
17	Children's Instructor I		
18			
19	<b>JOB CLASSIFICATION</b>	<b>Minimum</b>	<b>Maximum</b>
20			
21	<b>Recreation Leader III</b>	<b>\$ 8.50</b>	<b>\$ 9.85</b>
22	<b>POSITION:</b>		
23	Asst Ex. Ed. Director		
24	Ex. Ed. Instructor (youth/adult)		
25	<b>Head Instructor:</b>		
26	Gymnastics, Sports Camps		
27	Recreation Center Director		
28			
29	<b>JOB CLASSIFICATION</b>	<b>Minimum</b>	<b>Maximum</b>
30			
31	<b>Recreation Leader IV</b>	<b>\$ 9.00</b>	<b>\$ 10.89</b>
32	<b>POSITION:</b>		
33	Children's Instructor II		
34	Ex. Ed. Program Director		
35	Head Naturalist		
36	League Coordinator		
37	WSI Swim Instructor (youth)		
38			



1	<b>JOB CLASSIFICATION</b>	<b>Minimum</b>	<b>Maximum</b>
2			
3	<b>Recreation Leader IVa</b>	<b>\$ 9.50</b>	<b>\$ 10.50</b>
4	<b>POSITION:</b>		
5	Asst. School Year Child Care Director		
6	(100 or less students)		
7	Asst. SREC Director		
8			
9	<b>JOB CLASSIFICATION</b>	<b>Minimum</b>	<b>Maximum</b>
10			
11	<b>Recreation Leader V</b>	<b>\$ 10.00</b>	<b>\$ 16.11</b>
12	<b>POSITION:</b>		
13	Adult Instructor		
14	Children's Instructor III		
15	Competitive Swim Coach		
16	WSI Swim Instructor (adult)		
17	Special Program Instructors/Coordinators		
18	SREC Director (100 or less students)		
19	School Year Child Care Director		
20	(100 or less students)		
21	Asst. School Year Child Care Director		
22	(more than 100 students)		
23			
24	<b>JOB CLASSIFICATION</b>	<b>Minimum</b>	<b>Maximum</b>
25			
26	<b>Recreation Leader Va</b>	<b>\$ 12.00</b>	<b>\$ 14.00</b>
27	<b>POSITION:</b>		
28	School Year Child Care Director		
29	(more than 100 students)		
30	SREC Director (more than 100 students)		
31			
32	<b>JOB CLASSIFICATION</b>	<b>Minimum</b>	<b>Maximum</b>
33			
34	<b>Recreation Leader Vb</b>	<b>\$ 13.00</b>	<b>\$ 15.00</b>
35	<b>POSITION:</b>		
36	Resource Person		
37			
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39			

**APPENDIX A - SECTIONS A,B**

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**NON-PROGRAM STAFF**

JOB CLASSIFICATION	NON-HIGH SCHOOL		HIGH SCHOOL
	Minimum	Maximum	Enrolled
<b>Recreation Leader I</b>	\$ 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		HIGH SCHOOL
	Minimum	Maximum	Enrolled
<b>Recreation Leader II</b>	\$ 8.00	\$ 9.33	Exempt
POSITION:			
Lifeguard			

JOB CLASSIFICATION	NON-HIGH SCHOOL		HIGH SCHOOL
	Minimum	Maximum	Enrolled
<b>Recreation Leader III</b>	\$ 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.

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

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

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

**C. DUPLICATE TIME CARD**

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

