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K#: 830721

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830721 CONTRACT between THE MILWAUKEE BOARD OF SCHOOL DIRECTORS and 20/22/2 LOCAL 1616 - 888J (Part-Time Hourly Recreation Workers) **DISTRICT COUNCIL #48** AFSCME 3, 300 Mas April 1, 2001 through March 31, 2003 5

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AFSCME

District Council #48 Local 1616-888J

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

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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 of School Directors, a municipal employer (hereinafter referred to as the "Board") and 3 District Council 48, American Federation of State, County and Municipal Employes, 4 AFL-CIO, and its affiliated Local 1616 (hereinafter referred to as the "Union") as 5 representative of the employes employed by the Board and included in the bargaining 6 units certified by the Wisconsin Employment Relations Commission (WERC), 7 WITNESSETH: 8

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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

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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

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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

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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.

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

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PART I

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A. CONSIDERATION

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B. AGREEMENT ON BEHALF OF THE UNION

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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.

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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.

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D. CONDITIONS AND DURATIONS OF AGREEMENT

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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.

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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.

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

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34-50 E. #NEGOTIATIONS TO BEFORE CORRE

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- 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

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PART I - SECTIONS E,F PART II - SECTION A

1 shall be required in order to name such negotiator or negotiators, except as limited by 2 Part II, Section B. 영혼 가지 한 글 제품을 위한 것 할 것이 나라요. 3 TIMETABLE MUSICAL CONTRACTOR CONT 4 F. 5 Conferences and negotiations shall be carried on by the parties hereto as 6 1. 7 follows: 8 9 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 10 than January 15 of the year of the expiration of the agreement. 11 12 It is agreed that the dates specified in these guidelines may be waived by mutual 13 consent of the parties. 14 15 The parties agree that, should it become necessary, they will utilize mediation 16 2. and fact finding in order to facilitate negotiations. 17 Children Hand States (Children Oppganne 1 × 15 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. Upon ratification, the agreement shall be reduced to writing and signed by both 21 and a second 22 parties. a the way of a Marijaha with a fight of the 23 and the second states of the second second 24 PART II 25 26 A. RECOGNITION 27 Sharp Root of them into the 28 The Board recognizes the Union as the exclusive collective bargaining agent for the 29 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 appropriate "Certifications of Representatives," promulgated by the WERC (Case LIX, 32 No. 18432, ME-1118, Decision No. 13134-A). The Union recognizes its responsibility 33 34 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 35 interpreted for purposes other than identifying the bargaining representative and the 36 and the second 37 bargaining unit. 73 a water by the stars done as we will be a star of the 38 i e 39 www.exa Local 1616-888J

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1 B. UNION NEGOTIATING COMMITTEE

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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.

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7 consent. 8

9 C. UNION SECURITY of the independence of the second second

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.

9 J 4

- 20 2. UNION DUES CHECKOFF. The Board agrees to deduct Union dues from 21 the payroll checks of all employes 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 ϕ A copy of the cards requesting revocation will be 301 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. ی بر وروشه ک
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34 3. FAIR SHARE AGREEMENT. All employes represented by the Union who 35^{1/2} in 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^{2/1/2} the Union each month a proportionate share of the cost of the collective bargaining 38^{3/2} process and contract administration. Such charge shall be deducted from the 39^{3/2} employe's paycheck in the same manner as the Union dues and shall be the same

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

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In consideration of this provision, the Union agrees; a sector of the se

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.

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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.

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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 employees in the bargaining unit. The employe shall

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1 ł	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:
6	n an
7 1	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 🦾 🤅	5. BARGAINING UNIT LISTS. The Union shall be given a complete listing of
16 8	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 5	shall be in alphabetical order by last name and include address, work location,
19 8	salary, social security number, classification, and date of hire
20	The second facility of the second for the second
	7. PROGRAM MANUALS. On a program-season basis, the Union will be
22 f	furnished with copies of all major program leader/attendant manuals.
23	Note that the proceeding of M is a first stability of the state of
	LIMITATIONS UPON UNION ACTIVITY
25	2013年2月1日,1月1日,1月1日,1月1日,1月1日,1月1日,1月1日,1月1日。 1月1日日,1月1日,1月1日,1月1日,1月1日,1月1日,1月1日,1月1
	Union agrees that neither the Union nor its members will conduct any Union activity
	ne paid for by the Board other than that of collective bargaining or the handling of
- ,	ances or complaints, as outlined under the grievance procedure, except as otherwise
	d between the Board and the Union. The Union shall be notified of major seasonal
	ngs and locations, at least five (5) workdays in advance, and shall be allowed to
7	bute Union material, without pay or release time, at those locations in a manner
	mined by the employer. Contract the second state of the second second second second second second second second
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	MANAGEMENT RESPONSIBILITIES
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	Union recognizes the prerogatives of the Board and superintendent to operate and
	ge their affairs in all respects, in accordance with their responsibilities. All powers
	thority which the Board and superintendent have not officially abridged, delegated,
39 or mo	odified by this agreement are retained by the Board and superintendent.
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a the alternative problem in the stand good of stores and 4 2 F. PRINTING OF CONTRACT where the way the same we wanted 3 The Board shall print the contract and provide the Union with an adequate supply. All 4 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 The Bartiel 22 Configurement of St 10 PART III 11 12 The stand Lager during the esti-EVALUATION PROCEDURE IN A REAL CALLS AND A REAL STREAM 13 Α. 14 UNSATISFACTORY WORK PERFORMANCE. An employe whose 15 1. a. work is unsatisfactory will be scheduled for a meeting with his/her supervisor 16 and Union representative. The purpose of this meeting will be to establish 17 18 specific directions to correct the employe's job performance. Failure to correct job performance in accordance with the directives and to maintain satisfactory 19 20 job performance in all categories will result in disciplinary action up to and including dismissal. 《如何·查尔·齐·太守"。[1]。 21 Stevensty and Adding a base of 22 11. 1 Disputes over disciplinary action will be processed in accordance with the 23 24 grievance procedure (Part V). Disciplinary actions subsequent to the completion 25 of five hundred (500) hours shall be for just cause. Lange - Andres and the solution without the second second 26 b. **PERFORMANCE EVALUATIONS.** Evaluations are given at the end of 27 each season, per assignment, or upon resignation. The Union shall receive a 28 copy of unit members whose evaluations are rated "unsatisfactory" and a copy 29 of the unsatisfactory work performance documenta and the second states and the 30 0.1 and sellion to say were a distance of the sectional 31 32 Public complaints that are deemed by the Board to have merit shall be made 2. known to the affected bargaining unit member(s) in writing as soon as reasonably 33 34 possible. 35 and a stand of marketing of the and a state of 36 and the second second second second second second and the states and set of the best of the 动物 医内外丛网 いいもの、対応などのも広想であり、

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1 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).

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

9September 1Fall/Winter Program10March 1Spring/Summer Program113666

12 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 13 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 reemployment rights. Exceptions to the foregoing may be granted upon the division's 16 receipt within thirty (30) days of substantive proof that such failure to return the re-17 18 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 19 discretion and not subject to the grievance procedure unless denials are applied in an 20 21 arbitrary and capricious manner.

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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

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3	A. HOURS CARTER CONTRACTOR CONTRACTOR STRUCTURE ST
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5	If the hours of an employe are changed and the employe cannot work the new hours,
6	every effort will be made to accommodate the employe in an assignment with comparable
7	hours to those previously worked.
8 9	B. BREAKS AND LUNCH STRATE WAter and the strategy of the second stra
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11	Employes working seven (7) or more consecutive contact hours with participants will
12	receive an unpaid thirty (30)-minute lunch break. If the employe is approved to work
13	through lunch, the lunch period will be paid. Rear the adapt of the standard standard to work
14	
15	Employes working four (4) or more consecutive contact hours with participants will be
16	entitled to a fifteen (15)-minute break as scheduled by the site director.
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18	C. INSURANCE A REAL STATE SHE CAN AND AND AND AND AND AND AND AND AND A
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20	1. The Board will reimburse employes against loss or damage to personal property
21	used in the course of employment while on duty on Board premises or
22	Board-sponsored activities, arising from theft, fire, or willful damage, not to exceed
23	one hundred fifty dollars (\$150) on any one (1) occurrence. Employes must have
24	taken reasonable precautions to protect their personal possessions.
25	tion in the first wet to barted as the date polyge internet of the second states of the
26	2. The Board shall provide insurance to cover malicious damage to employes' cars
27	and motorcycles parked at school during school hours or while on school business.
28	The present insurance policy shall be amended to include tape decks. Such policy
29	will not cover the first twenty-five dollars (\$25) of damage in any one (1) incident.
30	n a the first second second state of the sheep of the sheep of the second
31	3. Present liability insurance covering tort liability paid for by the Board shall be
32	continued in the amount of one million dollars (\$1,000,000).
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34	4. The present comprehensive general liability insurance policy shall be continued.
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 ASSISTANCE IN ASSAULT CASES ASSISTANCE IN ASSAULT CASES Temployes 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. 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. No employe shall be required to subject himself/herself to any clear and imminent danger to the employe's safety. LEGAL COUNSEL 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. 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 ald 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 if the case is dismissed. 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 Relatio	1	D.	PR	OTECTION OF EMPLOYES
 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 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- 	2		4	
 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 ofdered to the district attorney's office, a warrant has been requested, or a complaint is filed, the employe shall induce of the employe shall induced 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- 		2 - 1 - 1 	1. 1.35	ASSISTANCE IN ASSAULT CASES
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2	E. RESIDENCY REQUIREMENT	
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4	All employes who become employes in the bargaining unit after July 1, 1983, shall be	
5	residents of the city of Milwaukee and shall maintain such residency during the period of	
6	their employment in this bargaining unit. Personnel who are employed at the Oak Ridge	
7	Farm or the Palmyra Nature Interpretative Center are exempt from this requirement.	
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11	All the second states and the second states and the second states and	
12	GRIEVANCE AND COMPLAINT PROCEDURE	
13		
14	A. PURPOSE	
15	· · · · · · · · · · · · · · · · · · ·	
16	The purpose of this grievance procedure is to provide a method for quick and binding	
17	final determination of every question of interpretation and application of the provisions of	
18	this agreement, thus preventing the protracted continuation of misunderstandings which	
19	may arise from time to time concerning such questions. The purpose of the complaint	
20	procedure is to provide a method for prompt and full discussion and consideration of	
21	matters of personal irritation and concern of an employe with some aspect of	
22	employment.	
23		
24	B. DEFINITIONS. OT BE STO BE STORE OF THE DESIGN OF THE LOSS	
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26	1. A grievance is defined to be an issue concerning the interpretation or application	
27	of provisions of this agreement or compliance therewith provided, however, that it	
28	shall not be deemed to apply to any order, action, or directive of the superintendent	
29	or of anyone acting on his/her behalf, or to any action of the Board which relates or	
30	pertains to their respective duties or obligations under the provisions of the state	
31	statutes. She is the first of the Ether and a first and a sector and the	
32	and she in the factor of the second	
33	2. A complaint is any matter of dissatisfaction of an employe with any aspect of	
34	his/her employment primarily relating to wages, hours, and working conditions	
35	which does not involve any grievance as above defined. It may be processed through	
36	the application of the first two (2) steps of the grievance procedure.	
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C. RESOLUTION OF GRIEVANCE OR COMPLAINT 1

If the grievance or complaint initiation or appeal is not processed within the time limit at 3 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 mutual consent. Little of the state was a party of a gailed 6

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D. STEPS OF GRIEVANCE PROCEDURE

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Grievances or complaints shall be processed as follows: 11 gal no l'é als stateurs

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FIRST STEP - An employe shall, within ten (10) workdays after the event giving rise to 12 13 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 14 15 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 16 purpose of joint oral presentation and discussion of the grievance or complaint at a 17 mutually convenient time. If the grievance or complaint is not resolved satisfactorily, it 18 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.

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23 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 24 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.

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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 the grievance disposition within ten (10) workdays following the grievance hearing. If 36 37 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 38 or his/her designee's decision, his/her decision shall become final. 39

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2	FOURTH STEP - The decision of the superintendent or designee upon a grievance shall
3	be subject to hearing by the impartial referee upon certification to him/her by the Union.
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5	The final decision of the impartial referee, made within the scope of his/her jurisdictional
6	authority, shall be binding upon the parties and the employes covered by this agreement.
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8	1. JURISDICTIONAL AUTHORITY. Jurisdictional authority is limited to
9	consideration of grievances or complaints as herein above defined.
10	and the second of the presence of the presence of the line of the second s
11	The impartial referee procedure shall be subject to the following:
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13	a. The certifying party shall notify the other party in writing of the
14	certification of a grievance.
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16	b. The certifying party shall forward to the impartial referee a copy of the
17	grievance and the other party's answer and also send a copy of such
18	communication to the other party of the state that the state of the st
19	an a
20	c. Upon receipt of such documents, the impartial referee shall fix the time and
21	place for a formal hearing of the issues raised in the grievance not later than
22	thirty (30) days after receipt of such documents unless a longer time is agreed to
23	by the parties. The state of shall be a state of the stat
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25	d. Upon the fixing of a referee hearing date, the parties may arrange mutually
26	agreeable terms for a prehearing conference to consider means of expediting the
27	hearing by, for example, reducing the issues to writing, stipulating fact,
28	outlining intended offers of proof, and authenticating proposed exhibits.
29	BUL BOD CONTRACT DATE TO A LA STATE STAT
30	e. In those cases where either party deems it necessary, it may be arranged
31	that a transcript of the hearing be made by a qualified court reporter. The party
32	making such arrangements shall bear the full cost thereof. The other party may
33	purchase a copy. If the impartial referee requests that he/she be furnished with a
34	copy, the expense of the original copy and the reporter's attendance charge shall
35	be borne equally by the parties. A lot to to the the second a second to the second sec
36	and a second state for a specific state of the second second second state in a
37	f. At the close of the hearing, the impartial referee shall afford the parties
38	reasonable opportunity to submit briefs, if requested by either party.
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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 hearing. De la enderice la pellor de la professione de 5 6 · 第二人主义的注意,并且是大概的是不少的。 7 In making his/her decision, the impartial referee shall be bound by the i. 8 principles of law relating to the interpretation of contracts followed by Wisconsin courts: THE HODE IN SUM ON THE 9 Sat the manufactory and the man well 10 i. The expenses of the impartial referee shall be borne equally by the parties, 11: 12 except that the party requesting reconsideration or rehearing shall bear the full expenses of the impartial referee incurred in such reconsideration or rehearing. 13:00 18 J 8 1 化理试验 化磷化物 化碘化化酶 14 1000 2. APPOINTMENT OF IMPARTIAL REFEREE. Impartial referee shall be 15 16 selected as follows: The optimized of 17 a. If the parties are unable to agree upon the selection of an impartial referee 18 19 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) 20 WERC staff persons suitable for selection as impartial referee. 21 22 b. If the parties cannot agree upon one (1) of the persons named on the list. 23 2.4 the parties shall strike a name alternately until one (1) name remains. Such 25 remaining person shall act as impartial referee. en al la compañía de 26 3. GROUP GRIEVANCE. In order to prevent the filing of a multiplicity of 27: grievances on the same question of interpretation of compliance where the grievance 28 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 group grievance shall set forth thereon the names of the persons or the group and the 31 title and specific assignments of the people covered by the group grievance and shall 32 be signed by the Union president or a Union representative. 33 34 **DISCIPLINARY MATTERS** 35 4. 36 37 Any bargaining unit member who has completed a minimum of five a. hundred (500) hours of work who is reduced in status, suspended, removed, or 38 discharged may, within five (5) workdays after receipt of such action, file a 39

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21 22 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.

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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.

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NO STRIKE CLAUSE

23 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, 24 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 stoppage, the Union shall make public that it does not endorse such stoppage. Having 28 29 given such public notice, the Union shall be freed from all liability for any breaches of デリックたう しょうな 読む ぬかか なかい 30 this part.

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Local 1616-888J

	BASIS FOR AGREEMENT	
A. SAVING (CLAUSE STREET AND	
	ection of this agreement or any addendum thereto shou w or by any tribunal of competent jurisdiction or if	
enforcement of	any part or section should be restrained by such tribur	al, the remainder
	and addenda shall not be affected thereby; and the pa ective bargaining negotiations for the purpose of arr	
	lacement for such part or section,	irring at a matau
B. ENTIRE A	ACREFMENT	
D. ENTIRE A	CLATE A CHARTER	
0 0	constitutes an entire agreement between the parties and	no verbal stateme
shall supersede	any of its provisions.	
Dated at Milwar	ukee, Wisconsin, this 19th day of December, 2001.	
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1		N	MILWAUKEE BOARD OF SCHOOL DIRECTORS			
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3			Lawrence J. O'Neil, President			
4 5			Peter Blewett Kenneth L. Johnson Frankling			
6		. 1	Joe Dannecker Jennifer Morales			
7			John S. Gardner			
8	4	1.11	Charlene Hardin Donald E. Werra			
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12			Spence D. Korté a transmissione en program			
13			Superintendent of Schools			
14						
15			Deborah A. Ford, Director			
16			Division of Labor Relations	•		
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18			Joseph L. Chiusolo, Labor Relations Representative			
19			Division of Labor Relations			
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23			LOCAL 1616, DISTRICT COUNCIL 48			
24			AFSCME, AFL-CIO			
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26			DISTRICT COUNCIL 48			
27		v				
28			Richard Abelson, Executive Director			
29			Robert Klaus, Staff Representative			
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32			LOCAL 1616 NEGOTIATING TEAM			
33						
34			Fritz D. Spinn, Sr., President			
35			Arvilla Herro, Vice President			
36			Robert Zamiatala, Secretary-Treasurer			
37			100010 Zammania, 50020arg 110050101			

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1. 1 4/01/01 - 3/31/03

A. SALARY SCHEDULES, HOURLY EMPLOYES JOB CLASSIFICATIONS FOR RECREATION LEADER Minimum Maximum Recreation Leader I \$7,70 \$8,49 Recreation Leader II 8.00 9.33 Recreation Leader IV 9.00 10.89 Recreation Leader V 10.00 16.11 Recreation Leader V 10.00 16.11 Recreation Leader V 13.00 15.00 NON-PROGRAM STAFF NON-PROGRAM STAFF NON-PROGRAM STAFF NON-PROGRAM STAFF NON-PROGRAM STAFF An employe whose position rate is in excess of the job classification in which his/her opsition 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 rule	1	We have the theory of the result of the set ${f A}$	PPENDIX A	สราชีพระว่า	
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26Recreation Leader I\$ 7.70\$ 8.49\$ 5.1527Recreation Leader II8.009.332829An employe whose position rate is in excess of the job classification in which his/her30position is listed is considered to be red-circled until such time as the job classification31maximum exceeds the employe rate. The employe will not be eligible for any increase32until such time as the job classification maximum is increased.333434If a red-circled employe leaves his/her red-circled job position for another community35recreation division opening, he/she shall retain no right to the job or red-circled rate36unless the community recreation division director approves; in writing, the reassignment37of the individual to the prior job position at the red-circled rate.	24		Minimum	Maximum	Enrolled
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 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. 	33	······································			έ · · · · · · · · · · · · · · · · · · ·
 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. 	34	If a red-circled employe leaves his/he	r red-circled	iob position fo	r another community
 unless the community recreation division director approves; in writing, the reassignment of the individual to the prior job position at the red-circled rate. 	35	A 7		• • • • • • • • • • • •	
 of the individual to the prior job position at the red-circled rate. 					
38 Automatical and a second				• •	

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1	The red-circled employe w	ho elects to leav	e his/her MPS comn	nunity recreation dr	vision
2	employment shall retain no right to his/her red-circled job position or rate should he/she				
3	return to MPS community recreation division employment.				
4				fi en als saites.	
5	High school enrolled emplo	oves excluding e	xempt high school lif	eguards and wading	z pool
6	attendants will receive at				
7	wage.	•	OGAN		
8					
9	Any employe electing to i	move from one	rate range category	to another category	v will
10	receive the entry level rate				•
11	ji.	.		ter a di kara d	
12	The Union will receive a	list of all red-			iys of
13	ratification, and thereafter of			tre (no the set	
14	é.	6 k	•	Lenie in A	
15	Salary increases for all oth	er (non-red-circl			
16					÷.,
17		Sear 1	25¢ per hour		
18		Year 2	25¢ per hour	$k_{3,1} = 1$ $\sum_{i=1}^{n} \frac{1}{i} \frac{k_{i}}{k_{i}}$	
19					\$ · ·
20					
21	A	PRIL 1, 2001 -	MARCH 31, 2003		
22					
23		FROGR	AM STAFF		
24			-		
25	JOB CLASSIFICATION	· · · · · · ·	Minimum	Maximu	m 🚲
26		• • • • • • • •	· · · · · · · · ·		<u> </u>
27	Recreation Leader I	(e ² , jt)	\$ 7.70	star (* 1915) \$ 8.49	
28	POSITION:	- , - ,			ف
29	ASRP Instructor (youth)	and the second			2
30	55+ Leader	Maria (1964).	್ರಾ ಕನ್ನಡ ಗಿತ್ತಾಂಗ ಎಂದ	(P)	, Č
31	Head Tutor		elli eydigar ar	e strande franke i s	ŧ
32	Playleader I			nicht die Sollt Sollt.	a ¹ − a € -
33	PPT Instructor (youth)		a de la companya de la		
34	Special Event/Trip Leader	in a fig. I da San San San An ann an ta Cart	- 「「「「「「「「「「「「「」」」」」「「「「「」」」」「「「」」」」「「」」」」	nes (slibst-ess) : 1	1.1.1
35	SREC Instructor (youth) School Year Child Care Ins	and a second	all and a gradient		
36	School Year Child Care Ins	iructor		建冷却 建二分塔 化感觉	
37			ાર્થમાં દિવસાય .	alaisian in ir	
38	Gymnastics, Tennis, So				
39	Basketball, Volleyball, I	Dasedan, Irack			

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1	กระหว่ามเรื่อง เกมส์ เป็นการแก่ง เป็นการเป็น	er skip in Vienen i se	
2	JOB CLASSIFICATION	Minimum	Maximum
3	Strategy and the second s		
4	Recreation Leader II	\$ 8.00	\$ 9.33
5	POSITION:		
6	Ex. Ed. Leader	(eners)	
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)		the second second
14	Youth Sports Official:		
15	Basketball, Soccer, Softball,		and the second sec
16	Football, Volleyball	$U_{1} \sim V_{1} \sim V_{1}$	
17	Children's Instructor I	and the second second second second	an a
18		and the contract of the second	
19	JOB CLASSIFICATION	Minimum	Maximum
20			9 1
21	Recreation Leader III	Aad 12 8.50	\$ 9.85
22	POSITION:		and the second sec
23	Asst Ex. Ed. Director		
24	Ex. Ed. Instructor (youth/adult)	$= 1 N^{1/4} \delta_{N_{1}} + \frac{1}{2} \delta_{N_{1}} + $	е., 1
25	Head Instructor:		
26	Gymnastics, Sports Camps	e e persona de la companya de la comp	
27	Recreation Center Director		
28		and the second states of the	
29	JOB CLASSIFICATION	Minimum	Maximum
30			φ 10 00
31	Recreation Leader IV	\$ 9.00	\$ 10.89
32	POSITION: classes initial		
33	Children's Instructor II		
34	Ex. Ed. Program Director		an a
35	Head Naturalist		
36	League Coordinator		
37	WSI Swim Instructor (youth)		

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1	JOB CLASSIFICATION	Minimum	Maximum
2			
3	Recreation Leader IVa	\$ 9.50	
4	POSITION:		i ten var sel
5	Asst. School Year Child Care Director		
6	(100 or less students)		an an the transmission of the second s
7	Asst. SREC Director		2. 1997 F. 1997
8			
9	JOB CLASSIFICATION		Maximum
10		and other a post of	
11	Recreation Leader V	\$ 10.00 and the	\$ 16.11
12	POSITION:	send the religion of math	
13	Adult Instructor		
14	Children's Instructor III		
15	Competitive Swim Coach	a state of the	de la compañía de la
16	WSI Swim Instructor (adult)	1. 1. 1. 1. 1. 1. 1. 1. 1. 1. 1. 1. 1. 1	e T
17	Special Program Instructors/Coordinators		$\frac{d}{dt} = \frac{1}{dt} \left[\frac{1}{dt} - \frac{1}{dt} \right] = \frac{1}{dt} \left[\frac{1}{dt} - \frac{1}{dt} \right] = \frac{1}{dt} \left[\frac{1}{dt} - \frac{1}{dt} \right]$
18	SREC Director (100 or less students)		
19	School Year Child Care Director		the state of the
20	(100 or less students)		
21	Asst. School Year Child Care Director		· · · · · · · · · · · · · · · · · · ·
22	(more than 100 students)		
23			
24	JOB CLASSIFICATION	Minimum	Maximum
25		• 10 • 0 • •	A 1 4 AA
26	Recreation Leader Va	\$ 12:00 · · · · · ·	\$ 14.00
27	POSITION:		5m
28	School Year Child Care Director		5
29 30	(more than 100 students)		- A _2(1), (1), (2), (3), (3), (3), (3), (3), (3), (3), (3
31	SREC Director (more than 100 students)	and the second	Alexandri
32	JOB CLASSIFICATION	Minimum	
33	JOB CLASSIFICATION		Maximum
34	Recreation Leader Vb	\$ 13.00	\$ 15.00
35	POSITION:		a contra de la con
36	Resource Person		til (tings) -
37		1. 31 - T. M.S.	it a high -
38			
39			

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APPENDIX A - SECTIONS A, B

1	NON-PROGRAM STAFF				
2	(4)、気化(1)、(1)、(1)、(1)、(1)、(1)	这些你的 医动脉间膜积度			
3		NON-HIGH			
4	JOB CLASSIFICATION	Minimum	Maximum	Enrolled	
5		. 1			
6	Recreation Leader I	\$ 7.70	\$ 8.49	\$ 5.15	
7	POSITION:	nto fundador de la composición de la co Esta composición de la	adarit i dre det. S		
8	Building Monitor				
9	Clerk/Registration		A. 1. A. 1. T		
10	Field Attendant		47 - 2 ⁽² - 2 4 (197 - 19		
11	Outdoor Ed. Farm Laborer	a the second second	د. القان باقد الد		
	Outdoor Ed. Attendant	n san na sin Na sing sa	and and an		
13		an chuire a chuire a ch	and an and the second second		
14	Wading Pool Attendant			Exempt	
15					
16			I SCHOOL		
17	JOB CLASSIFICATION	Minimum	Maximum	Enrolled	
18		¢ 0 00	¢ 0 22	T	
19	Recreation Leader II	\$ 8.00	\$ 9.33	Exempt	
20	POSITION:				
21 22	Lifeguard				
22		NON-HIGH		HIGH SCHOOL	
24	JOB CLASSIFICATION	Minimum		Enrolled	
25	JOB CLASSIFICATION	winninum	Waxinum	L'in oncu	
26	Recreation Leader III	\$ 8.50	\$ 9.83	Exempt	
27	POSITION:	ψ 0.50	ψ 2.05	Exempt	
28	Head Lifeguard				
29	ficad Elicguard				
30	The Board may pay above stated maxin	nums followi	ng written no	tification to the Union.	
31	If the Union requests a meeting to discuss the issue, it will take place within five (5)				
32	workdays.		,	1	
33	5				
34	B. APPLICATION OF WAGE INCL	REASES:			
35					
36	There will be no general increase to any employe whose rate prior to July 1, 1996, was				
37	below seven dollars and seventy cents (\$7.70) per hour. The July 1, 1996, increase to				
38	seven dollars and seventy cents (\$7.70) will constitute the only increase for which those				
39	employes will be eligible during the life of this agreement.				
10 ^{21/1}	· · · · · · · · · · · · · · · · · · ·				

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1 2 Salary increases for all other (non-red-circled) employes will be as follows: 3 4 Year 1 25¢ per hour - 1400 BARA 10 BA 5 Year 2 25¢ per hour 6 Employes will receive their retroactive pay within ninety (90) calendar days of 7 ratification. 8 n selven i the selection of the 9 10 C. DUPLICATE TIME CARD 750701-7554 11 OTEN HE REDGO Upon the request of the employe, the Board will provide the employe with a "Duplicate 12 Time Card" form for the current pay period, signed by his/her immediate supervisor. 13 14 A CHAR PS 1 1 العربية المراجع g g that says a 2 2 C 2 C 2 C 2 States and the states of the NEXT AND STORY AND · 自己意义 建钢 - 自己 性情感染素 1 Contractor Charles . t Do (1937) Afra Counted en al de la company de la c and a second state of a second state of a gabeen state and a second state 4 1、1980年,1974年的AW(在1970年)在標準。12 Ξ. There will a number of inclusions in $w_{\rm H}$, $w_{\rm H}$ and Tand the and the same of the second states of the contract of the and an and the second states of the second states the there are strated about the solution of 3... Local 1616-888J 23 4/01/01 - 3/31/03 ر. مانية