



Department of Employee Relations

**Tom Barrett**  
Mayor

**Maria Monteagudo**  
Director

**Michael Brady**  
Employee Benefits Director

**Troy M. Hamblin**  
Labor Negotiator

January 11, 2010

To the Honorable  
The Committee on Finance and Personnel  
Common Council  
City of Milwaukee

Dear Committee Members:

Re: Common Council File Number 091181

Please make the following changes to the 2010 Salary Ordinance to further implement labor agreements and wage and benefit packages with various employee groups within the City.

Sincerely,

Maria Monteagudo  
Employee Relations Director

MM:fcw

Attachment

In the 2010 Salary Ordinance, Part II Administration of Pay Plan, delete the paragraph under “Salary Advancement-Nonmanagement employees” and substitute the following:

Salary Advancement-Nonmanagement Employees: Salary advancement above the rate of initial appointment shall be made at the next higher rate upon the completion of each year of service at that particular rate until the maximum rate is received, except, effective Pay Period 1, 2010 through Pay Period 26, 2011, there shall be no pay step advancement or merit pay adjustments for employees represented by District Council 48, AFSCME, AFL-CIO; Association of Municipal Attorneys; Association of Scientific Personnel; Local 195, IBEW, AFL-CIO; Plumbers Local 75, AFL-CIO; Staff Nurses’ Council; or Technicians, Engineers, and Architects (TEAM); and nonmanagement/nonrepresented employees; or as provided in Part II, Sec. 12, Sec. 14 or as specified below. In determining the completion of each year of service, mandatory furlough time shall be regarded as being regularly at work and shall not count against salary advancement.

Delete the first paragraph under “Timing of Salary Advancement – Nonmanagement Employees” and substitute the following:

Timing of Salary Advancement - Nonmanagement Employees: In order to eliminate two rates of pay for the same officer or employee in any period and to reduce and simplify payroll preparation and the auditing thereof, salary advancement within any pay range shall follow the completion of 26 biweekly pay periods and not the precise anniversary date except, effective Pay Period 1, 2010 through Pay Period 26, 2011, there shall be no pay step advancement or merit pay adjustments for employees represented by District Council 48, AFSCME, AFL-CIO; Association of Municipal Attorneys; Association of Scientific Personnel; Local 195, IBEW, AFL-CIO; Plumbers Local 75, AFL-CIO; Staff Nurses’ Council; or Technicians, Engineers, and Architects (TEAM); and nonmanagement/nonrepresented employees. For the purpose of determining the proper time for the initiation of salary advancements, appointments during a pay period shall be considered as having been made at the beginning of such period.

Delete the paragraph under “Hourly Employees – Rates of Pay – Salary Advancement” and substitute the following:

Hourly Employees - Rates of Pay - Salary Advancement: Payrolls for positions with an official hourly rate listed in Part I, Sec. 23, 24, 25 and 26 shall be based upon the number of hours or days employees are actually employed. Salary advancement above the rate at initial appointment shall be made at the next higher rate upon the completion of each year of service unless otherwise indicated in a footnote within the specific pay range at that particular rate until the maximum rate is received **except**, effective Pay Period 1, 2010 through Pay Period 26, 2011, there shall be no pay step advancement or merit pay adjustments for employees represented by District Council 48, AFSCME, AFL-CIO; Association of Municipal Attorneys; Association of Scientific Personnel; Local 195, IBEW, AFL-CIO; Plumbers Local 75, AFL-CIO; Staff Nurses’ Council; or Technicians, Engineers, and Architects (TEAM); nonmanagement/nonrepresented employees; and management pay plan employees.

Delete the paragraph under “Candidates with Masters’ Degrees” and substitute the following:

Candidates with Masters’ Degrees: Except as otherwise provided in this ordinance, any qualified candidate for appointment to a City position allocated to Salary Grades 001 through 003 and Pay Ranges 500 through 535, which requires for appointment possession of a bachelor’s degree from a school approved by the Department of Employee Relations, who possesses a master’s degree, may upon review of the appropriateness of graduate training by the Department of Employee Relations be initially

employed at the third rate of the pay range (or 10% above the minimum for positions in Salary Grade 001 through 003), upon approval of the Department of Employee Relations. Any incumbent of a City position allocated to Salary Grades 001 through 003 and Pay Ranges 500 through 535 requiring for appointment the possession of a bachelor's degree from a school approved by the Department of Employee Relations may, upon earning a master's degree from such an approved school and approval of the Department of Employee Relations after a review of the appropriateness of graduate training, be advanced to that step or rate of pay in the pay range or salary grade to which the employee would otherwise have been entitled had initial appointment been at the third rate of the pay range or 10% above the minimum of the salary grade except, effective Pay Period 1, 2010 through Pay Period 26, 2011, employees represented by District Council 48, AFSCME, AFL-CIO; Association of Municipal Attorneys; Association of Scientific Personnel; Local 195, IBEW, AFL-CIO; Plumbers Local 75, AFL-CIO; Staff Nurses' Council; or Technicians, Engineers, and Architects (TEAM); nonmanagement/nonrepresented employees; and management pay plan employees; shall not have any pay step advancement or merit pay adjustments. Such employees shall retain their salary anniversary dates.

Delete Sec. 4 "Voluntary Demotions and Demotions Resulting from Bumping for Year Round Positions" and substitute the following:

Sec. 4. Voluntary Demotions and Demotions Resulting from Bumping for Year Round Positions: Whenever an employee (except those in bargaining units having different seniority and layoff contract provisions from the District Council 48 bargaining unit) is bumped down, or elects to take a voluntary demotion to another position in anticipation of being bumped, from positions which have traditionally provided year-round employment, the employee shall be paid at the normal maximum rate of the position the employee bumps to if this rate is not higher than the rate the employee was paid prior to being bumped except, per the September 18, 2009 Memorandum of Understanding, effective Pay Period 1, 2010 through Pay Period 26, 2011, employees represented by District Council 48, AFSCME, AFL-CIO, shall receive no decrease in base salary if they are moved to another position in a lower pay range due to the City's decision to move one or more employees to a different job represented by the Union.

If the maximum rate of the position the employee bumps to is higher than the rate the employee had been earning, the employee shall be paid the highest rate in the new pay range which does not exceed the rate the employee had been earning except as indicated above for employees represented by District Council 48, AFSCME, AFL-CIO.

An employee who elects to take a position in a pay range which has special attainment steps, who meets the qualifications prescribed, or who would have qualified for them on the date the appropriate contract became effective, shall be paid the appropriate step.

In no event shall the employee, by application of this provision, be paid in excess of the rate the employee was earning prior to the reduction unless otherwise authorized.

When an employee who has been bumped to another position as specified in this paragraph is appointed to a different position, the employee shall be paid at least the highest step or rate of pay in the new range which does not exceed the step or rate of pay from which the employee had initially been bumped except as indicated above for employees represented by District Council 48, AFSCME, AFL-CIO.

Whenever an employee in a year-round position, other than those affected by the layoff procedure specified in the above paragraph, compensated in accordance with this ordinance is appointed,

transferred, demoted, or reinstated to a position at a lower rate of pay, the employee shall receive the step or rate of pay in the pay range which represents the number of years the employee has served in the position to which the employee has been appointed and in positions which are compensated at the same or a higher rate of pay except as indicated above for employees represented by District Council 48, AFSCME, AFL-CIO.

Seasonal Employees - Job Change - Pay Rate: Whenever an employee in a position of a seasonal or part-time nature but compensated on a biweekly basis is appointed, transferred, demoted, or reinstated to a position compensated at the same or at a lower rate of pay, the employee shall be compensated in accordance with the employee's years of service for the City in positions which are compensated at the same or a higher rate of pay.

Recall to a Different, Higher-Level Position: Notwithstanding any of the above, when an employee, except those in bargaining units having different seniority and layoff contract provisions from the District Council 48 bargaining unit, who has been reduced in rank from a position the employee previously held, is recalled to a job classification in a pay level above the employee's current position but lower than the pay level of the original position, the employee will be paid at a rate nearest the rate paid in the original position except as indicated above for employees represented by District Council 48, AFSCME, AFL-CIO.

In no event shall the employee, by application of this clause, be paid in excess of the rate of pay the employee was earning prior to the employee's reduction unless otherwise authorized. The above paragraph will not apply to laborers and other related positions now covered by the Time-in-Grade rules for positions affected by seasonal fluctuations.

Employees Covered by Bargaining Units Other than District Council 48: An employee in a bargaining unit having different seniority and layoff contract provisions from the District Council 48 bargaining unit shall be covered by the provisions of the employee's union's specific contract.

Budgeted Amount for a Position Versus Salary Ordinance: In case of a variation between the amount of money set up in the budget for a particular position and the amount an incumbent of a position would normally receive under the terms of this ordinance, the employee shall be paid according to the terms of this ordinance.

Under Sec. 14. Association of Municipal City Attorney Pay Plan, d. Merit Generation and Distribution, delete the sentence under "(1) Fiscal Year Performance Review" and substitute the following:

- (1) Fiscal Year Performance Review: Each eligible Assistant City Attorney will be considered for a merit increase based upon the employee's performance the previous fiscal year except, effective Pay Period 1, 2010 through Pay Period 26, 2011, there shall be no merit step adjustments.