

State of Wisconsin DEPARTMENT OF EMPLOYMENT RELATIONS

- COMPENSATION & LABOR RELATIONS BULLETIN -

Date: July 1, 2003	Subject: Processing 2001-2003 Fiscal Biennium General Wage Adjustments and Annualized Lump Sum Payments; Lump Sum Payments for Delay in the Implementation of the Agreement; Implementation of Pay Progression for Certain Classifications; and Implementation of an Accelerated Vacation Schedule for Employees in the Professional Research, Statistics & Analysis Bargaining Unit.
Locator No: CLR/PP-229; CLR/BLR-130	
<u>REPLACEMENT</u>	

This bulletin corrects erroneous dates at Section III./B./1. and 2., that resulted in lump sum overpayments under the original version of this bulletin.

This information is provided to assist appointing authorities in applying 2001-2003 fiscal biennium pay range adjustments and General Wage Adjustments and corresponding lump sum payments, implementing a pay progression system for certain classifications, and implementing an accelerated vacation schedule for employees in the professional research, statistics & analysis bargaining unit. These adjustments are granted in accordance with Article XI, Sections 1 through 3, Article XII, Section 5, and Appendix C, of the 2001-2003 collective bargaining Agreement between the State and the Professional Employees in Research, Statistics & Analysis (PERSA).

SECTION I. ORDER OF PAY ADJUSTMENTS WITH THE SAME EFFECTIVE DATE

Pursuant to § ER 29.04, Wis. Adm. Code, and the applicable provisions of the PERSA Agreement, multiple pay adjustments with the same effective date will be applied in the order given below. Lump sum payments will be provided as soon after the effective date as administratively feasible.

For transactions that occur before the first contractual adjustment described in Section II., below, please refer to the pay schedules included in Attachment 1.

1. Completion of the first 6 months of a probationary/trial period adjustment;
2. Reallocation/regrade adjustment, except if associated with Section II., Item H., below;
3. Reclassification/regrade adjustment;
4. Promotion/upward movement adjustment;
5. Demotion/downward movement adjustment;
6. Transfer/lateral movement adjustment;
7. Reinstatement;
8. Restoration;
9. **Contractual adjustments in the order given in this bulletin;**
10. Establishment of a raised minimum rate (RMR);
11. Original Appointment

SECTION II. WAGE ADJUSTMENTS EFFECTIVE MAY 18, 2003

A. 1.0% General Wage Adjustment.

1. **Eligibility.**
 - a. **Eligible.**

- (1) Except as specified in b., below, all permanent employees (**employment types 01, 02 and 06**) who are in pay status on May 18, 2003, in the PERSA bargaining unit (**DP unit code 08**).
- (2) Former employees of the bargaining unit who retired, died, or were laid off while serving in a bargaining unit position between July 1, 2001, and May 18, 2003, who except for their retirement, death, or layoff would have met all conditions for eligibility.

b. Ineligible.

- (1) Employees who have previously been considered for or received a FY 2001-2002 1.0% general wage adjustment provided under the Compensation Plan or analogous wage adjustment in another collective bargaining agreement.
- (2) Employees who have separated from state service (other than retirement, death or layoff) prior to May 18, 2003.

2. **Amount.** Effective May 18, 2003, each eligible employee will be granted a general wage adjustment increase of 1.0% of base pay, subject to the pay range maximum indicated in Attachment 2.

B. Annualized Wage Adjustment Payment. Eligible employees will be granted Annualized Wage Adjustment Payments as follows:

1. Employees who receive a wage adjustment under A., above, of less than 1.0% of their base pay rate solely because of the pay range maximum limitation will receive an Annualized Wage Adjustment Payment equal to the difference between the value of 1.0% of the employee's base pay rate prior to the wage adjustments and the amount the employee actually received, multiplied by 2088.
2. Employees who receive no wage adjustment under A., above, solely because of the pay range maximum limitation will receive an Annualized Wage Adjustment Payment equal to 1.0% of the employee's base pay rate, multiplied by 2088.
3. The Annualized Wage Adjustment Payment provided under 1. or 2., above, will be prorated based on the employee's budgeted FTE on May 18, 2003, or immediately before retirement, death or layoff for eligible former employees.
4. Employees who are not in pay status on the effective date of the Annualized Wage Adjustment Payment and who return from an approved leave of absence from a bargaining unit position during the term of the Agreement will receive any Annualized Wage Adjustment Payment for which they would otherwise have been eligible.

C. 2.0% General Wage Adjustment.

1. Eligibility.

a. Eligible.

- (1) Except as specified in b., below, all permanent employees (**employment types 01, 02 and 06**) in pay status on May 18, 2003, in the PERSA bargaining unit (**DP unit code 08**).

- (2) Former employees of the bargaining unit who retired, died, or were laid off while serving in a bargaining unit position between June 30, 2002, and May 18, 2003, who except for their retirement, death or layoff would have met all conditions for eligibility.

b. Ineligible.

- (1) Employees who have previously been considered for or received a FY 2002-03 2.0% general wage adjustment provided under the Compensation Plan or analogous wage adjustment in another collective bargaining agreement.
- (2) Employees who have separated from state service (other than retirement, death, or layoff) prior to May 18, 2003.

2. **Amount.** Effective May 18, 2003, each eligible employee will be granted a general wage adjustment increase of 2.0% of base pay, subject to the pay range maximum indicated in Attachment 2.

D. Annualized Wage Adjustment Payment. Eligible employees will be granted Annualized Wage Adjustment Payments as follows:

1. Employees who receive a wage adjustment under C., above, of less than 2.0% of their base pay rate solely because of the pay range maximum limitation will receive an Annualized Wage Adjustment Payment equal to the difference between the value of 2.0% of the employee's base pay rate prior to the wage adjustments and the amount the employee actually received, multiplied by 2088.
2. Employees who receive no wage adjustment under C., above, solely because of the pay range maximum limitation will receive an Annualized Wage Adjustment Payment equal to 2.0% of the employee's base pay rate, multiplied by 2088.
3. The Annualized Wage Adjustment Payment provided under 1. or 2., above, will be prorated based on the employee's budgeted FTE on May 18, 2003, or immediately before retirement, death, or layoff for eligible former employees.
4. Employees who are not in pay status on the effective date of the Annualized Wage Adjustment Payment and who return from an approved leave of absence from a bargaining unit position during the term of the Agreement will receive any Annualized Wage Adjustment Payment for which they would otherwise have been eligible.

E. 2.5% General Wage Adjustment.

1. Eligibility.

a. Eligible.

- (1) All permanent employees (**employment types 01, 02 and 06**) in pay status on May 18, 2003, in the PERSA bargaining unit (**DP unit code 08**).
- (2) Former employees of the bargaining unit who retired, died, or were laid off while serving in a bargaining unit position between April 6, 2003, and May 18, 2003, who except for their retirement, death, or layoff would have met all conditions for eligibility.

2. **Amount.** Effective May 18, 2003, each eligible employee will be granted a general wage adjustment increase of 2.5% of base pay, subject to the pay range maximum indicated in Attachment 2.

F. Annualized Wage Adjustment Payment. Eligible employees will be granted Annualized Wage Adjustment Payments as follows:

1. Employees who receive a wage adjustment under E., above, of less than 2.5% of their base pay rate solely because of the pay range maximum limitation will receive an Annualized Wage Adjustment Payment equal to the difference between the value of 2.5% of the employee's base pay rate prior to the wage adjustments and the amount the employee actually received, multiplied by 480.
2. Employees who receive no wage adjustment under E., above, solely because of the pay range maximum limitation will receive an Annualized Wage Adjustment Payment equal to 2.5% of the employee's base pay rate, multiplied by 480.
3. The Annualized Wage Adjustment Payment provided under 1. or 2., above, will be prorated based on the employee's budgeted FTE on May 18, 2003, or immediately before retirement, death, or layoff for eligible former employees.
4. Employees who are not in pay status on the effective date of the Annualized Wage Adjustment Payment and who return from an approved leave of absence from a bargaining unit position during the term of the Agreement will receive any Annualized Wage Adjustment Payment for which they would otherwise have been eligible.

G. Pay Schedule Implementation. Effective May 18, 2003, the pay range schedule 8 found in Attachment 2 is implemented.

H. Reallocation of Positions to New Collapsed Classifications. Effective May 18, 2003, certain Economist, Loan Analyst, and Research Analyst classifications are collapsed and assigned to pay ranges as shown in Attachment 3. Employees whose positions are reallocated as part of this class collapsing receive no pay adjustment except as necessary to increase pay to the pay range minimum.

NOTE: Bulletin MRS-SC-159 is to be considered the official statement of classification changes and pay range reassignments. Attachment 3 of this pay processing bulletin is provided for convenient reference, only.
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I. Implementation of Pay Progression. Effective May 18, 2003, pay progression adjustments are provided to eligible employees in accordance with Appendix C of the Agreement (reproduced as Attachment 4 of this Bulletin).

SECTION III. LUMP SUM PAYMENT FOR DELAY IN IMPLEMENTATION OF AGREEMENT

A. Eligibility.

1. Eligible.

- a. Employees who were at all times in the bargaining unit between July 1, 2001, and May 18, 2003.
- b. Employees who were laid off from the bargaining unit or returned from layoff to the bargaining unit after July 1, 2001, and before May 18, 2003.

- c. New state employees hired into the bargaining unit between July 1, 2001, and May 18, 2003.
- d. Employees hired into the bargaining unit from another certified state bargaining unit between July 1, 2001, and May 18, 2003, and prior to the effective date of an analogous wage adjustment in the employee's former bargaining unit.
- e. Employees in the bargaining unit who are on, or returned from, a leave of absence between July 1, 2001, and May 18, 2003. Employees who are on a leave of absence on May 18, 2003, shall be eligible upon their return to pay status before June 30, 2003.
- f. Former employees of the bargaining unit who retired from, or died while serving in, a bargaining unit position between July 1, 2001, and May 18, 2003.

2. Ineligible.

- a. Employees who have previously been considered for or received a 2001-02 or 2002-03 fiscal year general wage adjustment provided under the Compensation Plan or an analogous wage adjustment in another collective bargaining agreement shall not be eligible for a lump sum payment associated with any such general wage adjustment.
- b. Employees who went on a leave of absence from a position in the bargaining unit after July 1, 2001, and fail to return prior to June 30, 2003.

B. Amount. Eligible employees will receive a lump sum payment equal to the sum of the following:

- 1. The hourly amount received as a base pay increase under Section II./A., above, multiplied by the number of hours in pay status in the bargaining unit from June 30, 2002, through May 17, 2003.
- 2. The hourly amount received as a base pay increase under Section II./C., above, multiplied by the number of hours in pay status in the bargaining unit from December 29, 2002, through May 17, 2003.
- 3. The hourly amount received as a base pay increase under Section II./E., or G., above, multiplied by the number of hours in pay status in the bargaining unit from April 6, 2003, through May 17, 2003.
- 4. The lump sum wage payment shall also reflect an increase in the premium rate portion of overtime wages earned during the applicable period stated in 1., 2., or 3., above.

C. Determining the "Hours in Pay Status."

- 1. Determine the sum of all "hours in pay status" as a represented employee in the PERSA bargaining unit. "Hours in pay status" include the number of hours worked for cash payment plus the number of hours of paid leave time/compensatory time credits that were used during the applicable period stated in B. 1., 2., or 3., above.
- 2. Hours excluded from hours in pay status:
 - a) "Hours in pay status" as a project employee (**employment type 05**) or as an LTE employee (**employment types 10 and 23**);
 - b) "Hours in pay status" as a nonrepresented employee in a permanent position;
 - c) "Hours in pay status" in any other bargaining unit;

- d) "Hours in pay status" in the PERSA bargaining unit after the employee was a permanent classified employee who was considered for or received a FY 2001-02 or FY 2002-03 general wage adjustment under the 2001-2003 Compensation Plan or analogous wage adjustment under any other collective bargaining agreement. However, hours in pay status shall be excluded only in relation to the particular wage adjustment the employee previously received or for which was previously considered;
- e) Work hours for which holiday or compensatory leave credits were earned but not used;
- f) Any leave without pay hours.

SECTION IV. ACCELERATED ANNUAL LEAVE SCHEDULE FOR EXEMPT EMPLOYEES

Provisions regarding the accelerated annual leave schedule for exempt employees are found in Section 12/5/2/B. and MOU #1 of the 2001-2003 PERSA collective bargaining agreement. They are administered as follows:

- A. Employees who are in FLSA exempt status on May 18, 2003, are eligible for an accelerated annual leave schedule as follows. This schedule is effective on May 18, 2003, for eligible employees.

<u>Seniority</u>	<u>Hours</u>
0 yr. to 5 yrs.	120 hrs.
5+ yrs. to 10 yrs.	160 hrs.
10+ yrs. to 15 yrs.	176 hrs.
15+ yrs. to 20 yrs.	200 hrs.
20 yrs. or more	216 hrs.

- B. Eligible exempt employees will receive additional hours of annual leave for the period beginning January 1, 2003 through May 17, 2003. Except as noted in C. and D., below, an exempt employee will receive annual leave hours equal to what would have been received under the accelerated annual leave schedule shown in A., above, for all hours in pay status in a PERSA classification from January 1, 2003, through May 17, 2003, minus the amount actually received for that time period.
- C. Eligible exempt employees on leave of absence from a bargaining unit position on May 18, 2003, will not receive annual leave hours under B., above, until they return to pay status in an eligible position during the term of the Agreement.
- D. Exempt employees who were laid off from a bargaining unit position during the period January 1, 2003, to May 17, 2003, will receive a lump sum payment for the value of annual leave hours calculated under B., above, for hours in pay status in a PERSA classification from January 1, 2003, to the date of layoff.
- E. Employees designated as exempt after May 18, 2003, become eligible for the accelerated annual leave schedule on the date they become exempt.
- F. Calculation of annual leave hours received under B., C., and D. above, will be prorated based on FTE on May 18, 2003.

SECTION V. PERSONNEL TRANSACTION PAY ADJUSTMENT PROVISIONS

Except as modified by Article XI, Section 4 of the Agreement, personnel transaction pay adjustments involving PERSA bargaining unit positions will be determined in accordance with the provisions set forth in § ER 29.03, Wis. Adm. Code. (These provisions are unchanged from those in effect at the expiration and extension of the 1999-2001 Agreement.)

SECTION VI. REFERRAL OF QUESTIONS**Employee Questions:**

Individual employee's with questions regarding their pay rates or pay adjustments indicated in this bulletin should contact their Agency Human Resources or Payroll Office directly.

Employer Questions :

Employer questions regarding the *pay provisions* contained in this bulletin should be referred to the Bureau of Compensation: John Wiesman (608) 266-3381 (phone) or john.wiesman@der.state.wi.us (email); or Paul Ostrowski (608) 267-0342 (phone); or paul.ostrowski@der.state.wi.us (email).

Employer questions regarding *all other contract provisions* of the PERSA Agreement should be referred to the Bureau of Labor Relations: Fred Bau (608) 267-9604 (phone); or fred.bau@der.state.wi.us (email).

Employer questions concerning payroll processing or file maintenance procedures should be referred to the appropriate payroll center:

DOA Central Payroll: Shelley Schwartz (608) 264-9571

UW-Processing Center Enrollment and Membership: (608) 262-5031

James A. Pankratz, Administrator
Division of Compensation and Labor Relations

JAP: JMW

- Attachment 1: October 8, 2000 –May 17, 2003 Pay Schedule 08
- Attachment 2: May 18, 2003 – June 30, 2003 Pay Schedule 08
- Attachment 3: Classification Collapsing and Pay Range Assignments effective May 18, 2003
- Attachment 4: Pay Progression System effective May 18, 2003

Attachment 1

PAY SCHEDULE 8

Professional Employees in Research, Statistics, and Analysis

Effective October 8, 2000 through May 17, 2003

Official Hourly Basis

Pay Range	Minimum	Maximum	Within Range Step	8% of Minimum
8-01	10.997	16.174	0.330	0.880
8-02	11.895	17.585	0.357	0.952
8-03	12.869	19.115	0.387	1.030
8-04	13.928	20.784	0.418	1.115
8-05	15.069	22.620	0.453	1.206
8-06	16.308	24.619	0.490	1.305
8-07	17.649	26.802	0.530	1.412
8-08	19.099	29.177	0.573	1.528
8-09	20.656	31.771	0.620	1.653

Attachment 2

PAY SCHEDULE 8

Professional Employees in Research, Statistics, and Analysis

Effective May 18, 2003 through June 30, 2003

Official Hourly Basis

Pay Range	Minimum	Maximum	Within Range Step	8% of Minimum
8-01	11.614	17.080	0.349	0.930
8-02	12.562	18.570	0.377	1.005
8-03	13.590	20.187	0.408	1.088
8-04	14.709	21.948	0.442	1.177
8-05	15.914	23.887	0.478	1.274
8-06	17.223	25.999	0.517	1.378
8-07	18.638	28.304	0.560	1.492
8-08	20.168	30.811	0.606	1.614
8-09	21.814	33.550	0.655	1.746

Attachment 3

<i><u>This list is for reference only. See Bulletin MRS-SC-159 for complete information.</u></i>					
Pay Range Reassignments and Classification Changes Effective May 18, 2003					
Old Classification Title	Code	Old Pay Range	New Classification Title	New Code	New Pay Range
Economist 1	54101	08-03	<i>title abolished</i>		
Economist 2	54102	08-05	Economist	54061	08-06
Economist 3	54103	08-06	Economist	54061	08-06
Economist 4	54104	08-07	Economist 4	54062	08-07
Economist 5	54105	08-08	Economist 5	54063	08-08
Economist 6	54106	08-09	Economist 6	54064	08-09
Loan Analyst-Objective	50161	08-05	Loan Analyst	50160	08-06
Loan Analyst-Senior	50162	08-06	Loan Analyst	50160	08-06
Research Analyst 1	46101	08-02	<i>title abolished</i>		
Research Analyst 2	46102	08-03	Research Analyst	46061	08-05
Research Analyst 3	46103	08-04	Research Analyst	46061	08-05
Research Analyst 4	46104	08-05	Research Analyst	46061	08-05
Research Analyst 5	46105	08-06	Research Analyst 5	46062	08-06
Research Analyst 6	46106	08-07	Research Analyst 6	46063	08-07
Research Analyst 7	46107	08-08	Research Analyst 7	46064	08-08
Research Analyst 8	46108	08-09	Research Analyst 8	46065	08-09

Attachment 4

Progression Adjustment for Certain PERSA Classifications

1. **Effective Date.** The provisions of this appendix are effective the first pay period following the effective date of the contract.
2. **Eligibility.** All employees in positions allocated to classifications specified in 3. below, will be eligible for a base-building progression adjustment, except as follows:
 - a. An employee whose base pay rate is equal to or greater than the applicable threshold stated in 3. below.
 - b. An employee who has received an unsatisfactory performance evaluation prior to the granting date. The denial of a progression adjustment based upon unsatisfactory performance is not grievable under Article IV of this Agreement. Employees must be notified of the unsatisfactory performance in writing. The written notification will include:
 - 1) Details of each occurrence of unsatisfactory performance; and
 - 2) Identification of goals and expectations stated in terms that are measurable and which specify how expectations are to be accomplished including supervisory follow-up in intervals of not more than two months. The two-month period may take absences into consideration.
 - c. An employee who has received an unsatisfactory performance evaluation will receive a new performance evaluation within six (6) months, or prior to the next scheduled progression adjustment, whichever is sooner.
 - d. Upon satisfactory completion of the goals and expectations, the supervisor will, prior to the next scheduled progression adjustment, provide the employee with written notice of satisfactory performance. The employee will receive the next scheduled progression adjustment in accordance with 4./c.
 - e. An employee who has already received two (2) progression adjustments in any position(s) under this or any similar progression adjustment system provided under provisions of the Compensation Plan or other collective bargaining agreements.
 - f. An employee who has previously received the maximum number of possible progression adjustments for the employee's classification, taking into account progression adjustments received while in any position(s) under this or any similar progression adjustment system provided under provisions of the Compensation Plan or other collective bargaining agreements.

For the purpose of eligibility, "any similar progression adjustment system" shall be defined as any progression system that provides one or two time annual dollar per hour rate adjustments (i.e., not providing specific pay rates, except for a maximum adjustment rate).

Attachment 4 -continued

3. Amount

- a. An eligible employee in a position allocated to the following **collapsed** classification will receive a **two-time progression adjustment** of \$1.20 per hour on the granting date, subject to the **pay range 08-07 minimum**.
 - 1) Research Analyst
- b. An eligible employee in a position allocated to the following **collapsed** classification will receive a **one-time progression adjustment** of \$1.20 per hour on the granting date, subject to the **pay range 08-07 minimum**.
 - 1) Loan Analyst
- c. An eligible employee in a position allocated to the following **collapsed** classification will receive a **one-time progression adjustment** of \$1.35 per hour on the granting date, subject to the **pay range 08-07 minimum**.
 - 1) Economist
- d. An eligible employee in a position allocated to the following classification will receive a **one-time progression adjustment** of \$1.35 per hour on the granting date, subject to the **pay range 08-08 minimum**.
 - 1) Public Utility Rate Analyst
- e. The individual increase limit provided in s. 230.12(5)(d), Wis. Stats., does not apply to progression adjustments granted pursuant to these progression adjustment provisions.

4. Granting Date.

- a. Progression adjustments for eligible employees will be awarded based on the employee's state service seniority date. Seniority dates will be adjusted (for progression adjustment purposes only) for absence from employment of more than one hundred and seventy four (174) work hours during the period between seniority dates, approved leaves of absence, layoff, and resignation. Adjustment of seniority for the aforementioned reasons may be waived at the discretion of the appointing authority.
- b. Progression adjustments will be effective on the first day of the pay period following the employee's seniority date. If the employee's seniority date occurs on the first day of a pay period, the progression adjustment will be effective on that date.
- c. If eligible, an employee whose progression adjustment has been previously denied due to unsatisfactory performance as described in 2./b., above, will receive the progression adjustment effective the first day of the first pay period following the employee's receipt of the written satisfactory performance evaluation.