State of Wisconsin

OFFICE OF STATE EMPLOYMENT RELATIONS

- *COMPENSATION AND LABOR RELATIONS BULLETIN* –

Date: June 2, 2006 **Locator No:** OSER-0100-CLR/LR/PP (Correction)	**Subject:** Information for Processing FY 2005-2006 Pay and Benefit Provisions for Employees in the Professional Education Bargaining Unit (Unit 13)

This information is provided to assist appointing authorities in determining 2005-2006 fiscal year general wage adjustments, lump sum payments, as well as to notify agencies of a provision to carry over certain accrued personal holidays for employees in the Professional Education bargaining unit (bargaining unit 13). The wage increases are granted in accordance with the wage provisions (Article XII) of the 2005-2007 Agreement between the State of Wisconsin and the Wisconsin Education Association Council (WEAC), and base pay increases must be applied in the order set forth in this bulletin.

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

Pursuant to Article XII, Section 5 of the 2005-2007 WEAC Agreement and s. ER 29.04, Wis. Adm. Code, multiple pay adjustments that are effective on the same date will be applied in the following order:

Use the FY 2002-2003 pay schedule for adjustments 1. through 8. on May 14, 2006.
Use the FY 2004-2005 pay schedule for adjustments under number 9., effective on May 14, 2006.

Use the new FY 2005-2006 pay schedule provided in the Attachment for adjustments under numbers 10. through 12., effective May 14, 2006, and for all transactions after that date through June 24, 2006.

1. Completion of the first 6 months of a probationary/trial period adjustment
2. Reallocation/regrade adjustment
3. Reclassification/regrade adjustment
4. Promotion/upward movement adjustment
5. Demotion/downward movement adjustment
6. Transfer/lateral movement adjustment
7. Reinstatement
8. Restoration
9. Negotiated Base Pay Adjustments for the 2004-2005 Fiscal Year (see bulletin OSER-0099-CLR/LR/PP)
10. **Negotiated Base Pay Adjustments for the 2005-2006 Fiscal Year**
11. Establishment of a raised minimum rate (RMR)
12. Original appointment

SECTION II. GENERAL WAGE ADJUSTMENT (GWA)

A. Effective Date. The General Wage Adjustment is effective May 14, 2006.

B. Eligibility.

1. **Eligible.** Except for employees described under 2., below, all employees (employment types 01, 02, and 06) in pay status on May 14, 2006, are eligible for a GWA in the amount set forth in C., below.

2. **Ineligible.** Any employee whose pay rate upon appointment was set in recognition of a previously earned rate that included a GWA for FY 2005-2006 provided under the Compensation Plan or another 2005-2007 state collective bargaining agreement.

C. Amount. Each eligible employee will receive a GWA of 2.0% of the employee's base pay rate.

SECTION III. IMPLEMENTATION OF FY 2005-2006 PAY SCHEDULE

Effective May 14, 2006, the pay schedule for fiscal year 2005-2006, provided in the Attachment, will be implemented. Any employee whose base pay rate falls below the pay range minimum for their classification will receive an adjustment to the new pay range minimum.

SECTION IV. TEACHER SUPPLEMENTAL ADD-ONS

The supplemental add-on rates for educational credits for employees in the classification of Teacher continue on the same terms as in the 2003-2005 WEAC Agreement. (These rates were each increased by $0.12/hour under the 2003-2005 Agreement, effective May 14, 2006, with a lump sum payment back to June 12, 2005.)

SECTION V. LUMP SUM PAYMENT FOR THE DELAY IN IMPLEMENTATION OF THE FY 2005-2006 GENERAL WAGE ADJUSTMENT

A. Granting Date. The lump sum payment provided under C., below, will be provided **in a separate check** as soon after May 13, 2006, as administratively feasible.

B. Eligibility.

1. **Eligible.** The following employees will be eligible to receive a lump sum payment for the delay in implementation of the FY 2005-2006 GWA:

   a. Employees who were at all times in the bargaining unit between June 26, 2005, and May 14, 2006.
   b. Employees who were laid off from the bargaining unit or returned from layoff to the bargaining unit after June 26, 2005, and before May 14, 2006.

c. New state employees hired into the bargaining unit between June 26, 2005, and May 14, 2006.
d. Employees hired into the bargaining unit from another certified state bargaining unit between June 26, 2005, and May 14, 2006, and prior to the effective date of a corresponding wage adjustment in the employee's former bargaining unit.
e. Former employees of the bargaining unit who retired from state service between June 26, 2005, and May 14, 2006. Such payments shall not be considered earnings for retirement and benefit purposes.
f. Employees in the bargaining unit who are on or returned from a leave of absence between June 26, 2005, and May 14, 2006. Employees who went on a leave of absence from a position in the bargaining unit after June 26, 2005, and have not returned to pay status will receive no payment until they return to pay status in the bargaining unit during the term of the Agreement.

2. Ineligible.

a. Any employee who has previous state employment as a permanent classified employee, either represented or nonrepresented, and was considered for or received a FY 2005-2006 GWA prior to his or her appointment to a position in the Professional Education bargaining unit.
b. Any employee who is on a leave of absence on May 14, 2006, and who fails to return from such leave prior to the termination of the Agreement.

C. Amount. Eligible employees will receive a lump sum payment in a separate check equal to the sum of the following (retirees receive this lump sum for base pay increases they would have received if there had been no delay in implementation of the FY 2005-2006 GWA):

1. The total hourly amount received as a base pay increase under Section II., above, multiplied by the number of hours in pay status in the bargaining unit from June 26, 2005, through May 13, 2006.

2. 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., above.

D. Determining the "Hours in Pay Status."

1. Determine the sum of all "hours in pay status" as a represented employee in the Professional Education 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 C. 1., above.

2. Hours excluded from hours in pay status:

   a. Hours as a project employee (employment type 05) or as an LTE employee (employment types 10 and 23);
   b. Hours as a nonrepresented employee;
   c. Hours in any bargaining unit other than the Professional Education bargaining unit;
   d. Hours in the Professional Education bargaining unit after the employee was a permanent classified employee who was considered for or received a FY 2005-2006 GWA under the 2005-2007 Compensation Plan or corresponding GWA under any other collective bargaining agreement;
   e. Work hours for which holiday or compensatory time-off credits were earned but not used;
   f. Any leave without pay hours.

3. For purposes of calculating employee benefits, except for former employees who have retired, any lump sum wage payment received under this section for the delay in implementation of the FY 2005-2006 GWA shall be considered as salary or wages earned during the applicable period from June 26, 2005, through May 13, 2006.

SECTION VI. PERSONNEL TRANSACTION PAY ADJUSTMENT PROVISIONS

Wage administration in the 2005-2007 Agreement continues on the same terms as in the 2003-2005 Agreement. The 2003-2005 Agreement included significant changes to wage administration. See **OSER bulletin: OSER-0099-CLR/LR/PP,** covering 2003-2005 fiscal biennium wage adjustments and benefits for details.

SECTION VII. PAYMENTS FOR SCHOOL ACTIVITIES

Negotiating Note #6A of the 2005-2007 Agreement, effective May 13, 2006, contains various changes and additions to lump sum payments and hourly pay rates for school activities at the Wisconsin Center for the Blind and Visually Impaired (WCBVI) and the Wisconsin Education Services Program for the Deaf and Hard of Hearing (WESPDHH). Please refer to the Agreement for complete details. There are three types of payments:

A. The lump sum payments by experience level rates are increased for coaching, advising, etc. Refer to Negotiating Note #6A for the new list of lump sum rates.

B. The hourly pay rate for Timers and Scorers is increased from $17.50 to $17.68.

C. For the 2005-2007 collective bargaining agreement only, employees who previously participated as mentors or attended the Star School program will receive $500.00 per completed semester (maximum of $2000.00). Any employees who are currently enrolled in the Star School program will receive $500.00 for each semester already completed. Payment for completed semesters will be paid as soon as administratively feasible after May 13, 2006.

SECTION VIII. CARRYOVER OF ADDITIONAL PERSONAL HOLIDAY HOURS

Under Memorandum of Understanding #3 in the 2005-2007 Agreement, employees are allowed to carry over into calendar year 2006, any unused additional personal holidays provided under 13/12/1A, in recognition of Veteran's Day for calendar years 2004 and 2005. Such additional vacation credits and additional personal holidays must be used prior to December 31, 2006.

SECTION IX. IMPLEMENTATION OF THREE-TIER HEALTH INSURANCE

A. The cost of the aggregate employee share of health insurance premiums for the bargaining unit since November 2003 premiums due for coverage beginning January 2004 is being recovered through an assessment in the amount of $136.00 per employee. The assessed amount of $136.00 per employee shall be deducted from the employee's paycheck to recover the remaining health insurance premiums due. This applies to all employees (employment types 01, 02, and 06) in pay status on May 14, 2006. The deduction is not to be taken prior to taxes and the deduction is not to be prorated by FTE status.

   Any employee who is on a leave of absence on May 14, 2006, and who fails to return from such leave prior to the termination of the Agreement will not be liable for the $136.00 assessment. Employees that return from a leave of absence after May 14, 2006 will be assessed $136.00.

SECTION X. REFERRAL OF QUESTIONS

Employee questions regarding the provisions contained in this bulletin should be referred to the agency Human Resources Office.

Agency questions regarding the ***pay provisions*** contained in this bulletin should be referred to John Wiesman of the Bureau of Compensation at: Phone: (608) 266-1418 or E-mail: john.wiesman@wisconsin.gov.

Questions regarding ***all other contract provisions*** should be referred to Kathy Kopp of the Bureau of Labor Relations at: Phone: (608) 266-0711 or E-mail: kathy.kopp@wisconsin.gov.

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

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

UW-Processing Center: **Payroll and Financial Services (608) 262-3558**

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

JAP:JMW

Attachment: Pay Schedule 13 effective May 14, 2006 through June 24, 2006

Attachment

PAY SCHEDULE 13
PROFESSIONAL EDUCATION BARGAINING UNIT

2005-2006 Pay Schedule Effective May 14, 2006 through June 24, 2006				
Range	Minimum	Maximum	WRPS	8% of the Minimum
1	16.556	28.973	0.497	1.325
2	17.654	30.895	0.530	1.413
3	21.324	37.317	0.640	1.706
4	24.800	43.400	0.744	1.984
5	17.642	30.874	0.530	1.412