State of Wisconsin

OFFICE OF STATE EMPLOYMENT RELATIONS

- *COMPENSATION AND LABOR RELATIONS BULLETIN* –

Date: June 15, 2006 **Locator No:** OSER-0112-CLR/LR/PP	**Subject:** Information for Processing 2005-2006 Fiscal Year Pay and Benefit Provisions for Employees in the Professional Engineering Bargaining Unit (Unit 14)

This information is provided to assist appointing authorities in determining 2005-2006 fiscal year general wage adjustments and lump sum payments, and to provide notification of revised vacation schedules, the process for recovering individual employee health insurance obligations, and increased standby and foot protection payments for employees in the professional engineering bargaining unit (bargaining unit 14). 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 State Engineering Association (SEA), 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 4 of the 2005-2007 SEA 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 28, 2006.

Use the FY 2004-2005 pay schedule for adjustments under number 9., effective on May 28, 2006.

Use the new FY 2005-2006 pay schedule provided in the attachment for adjustments under numbers 10. through 12., effective May 28, 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
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 GWA is effective May 28, 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 28, 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, subject to the pay range maximum indicated in the Attachment. An employee who is not eligible to receive some or all of the GWA due solely to the pay range maximum limitation will be eligible to receive an Annualized General Wage Adjustment Payment under Section IV., below.

SECTION III. IMPLEMENTATION OF FY 2005-2006 PAY SCHEDULE

Effective May 28, 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 applicable pay range minimum will receive an adjustment to the new pay range minimum.

SECTION IV. ANNUALIZED GENERAL WAGE ADJUSTMENT PAYMENTS RELATED TO SECTION II.

A. Granting Date. Annualized General Wage Adjustment Payments will be granted as soon as administratively feasible after May 28, 2006.

B. Eligibility. Any employee who is otherwise eligible for a GWA under Section II., above, will receive an Annualized General Wage Adjustment Payment if either of the circumstances described under 1. or 2., below, apply:

1. The employee could not receive an adjustment under Section II., due solely to the pay range maximum limitation (i.e., the employee's base pay was at or above the applicable pay range maximum).

2. The employee received a base pay adjustment less than the full amount for which the employee would have been eligible, due solely to the pay range maximum limitation.

C. Amount. The amount of an annualized payment is calculated by multiplying by 1680 hours the value of the GWA provided under Section II. that exceeds the FY 2005-2006 pay range maximum. Any such payment will be prorated based on an employee's budgeted FTE status on May 28, 2006.

D. Employees on Leave of Absence. An employee who is on an unpaid leave of absence on May 28, 2006, and would otherwise qualify for an annualized payment will receive such payment if and when the employee returns to pay status in a position in the bargaining unit during the term of the Agreement.

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

A. Granting Date. The lump sum payment provided under C., below, will be provided as soon after May 28, 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 September 4, 2005 and May 28, 2006.
   b. Employees who left the bargaining unit for other state employment between September 4, 2005, and May 28, 2006, subject to 2.a., below.
   c. Employees who were laid off from the bargaining unit or returned from layoff to the bargaining unit after September 4, 2005 and before May 28, 2006.
   d. New state employees hired into the bargaining unit between September 4, 2005 and May 28, 2006.
   e. Employees hired into the bargaining unit from another certified state bargaining unit between September 4, 2005 and May 28, 2006, and prior to the effective date of a corresponding wage adjustment in the employee's former bargaining unit.
   f. Former employees of the bargaining unit who retired from state service between September 4, 2005 and May 28, 2006. Such payments will not be considered earnings for retirement and benefit purposes.
   g. Employees in the bargaining unit who are on or returned from a leave of absence between September 4, 2005 and May 28, 2006. Employees who went on a leave of absence from a position in the bargaining unit after September 4, 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 2005-06 GWA prior to his or her appointment to a position in the professional engineering bargaining unit.
   b. Any employee who is on a leave of absence on May 28, 2006, and fails to return from such leave prior to termination of the Agreement.

C. Amount. Eligible employees will receive a lump sum payment 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 Agreement):

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 September 4, 2005 through May 27, 2006.

2. The lump sum wage payment will 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 engineering 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. or 2., 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 engineering bargaining unit;
   d. Hours in the professional engineering bargaining unit after the employee was a permanent classified employee who was considered for or received a FY 2005-06 corresponding GWA under the 2005-2007 Compensation Plan or 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 GWA will be considered as salary or wages earned during the applicable period from September 4, 2005 through May 27, 2006.

SECTION VI. INCREASE TO STANDBY PAYMENT

Effective May 27, 2006, the payment to an employee in standby status is increased to $25.00 for each eight consecutive hour period or any portion thereof for which the employee is in standby status. (See 6/4/1 of the Agreement.)

SECTION VII. INCREASE TO FOOT PROTECTION PAYMENT

Pursuant to 9/7/1 of the Agreement, when the Employer requires the purchase of approved safety shoes, the Employer shall pay an allowance of $35.00 when requested by the employee, payable the first pay period of the biennium.

SECTION VIII. RECONCILIATION OF 2005-2006 EMPLOYEE HEALTH INSURANCE PREMIUMS

A. Pursuant to 12/3/1/A./5. of the Agreement, the value for five pay periods of the FY 2005-2006 2% GWA was foregone to offset the outstanding aggregate 2003-2005 health insurance obligation of the bargaining unit. The excess amount of this five pay period delay will be refunded in equal shares of $37 based on the employee's budgeted FTE to employees eligible for a lump sum for the delay in implementation of the Agreement under Section V, above.

B. Pursuant to 12/3/1/A./6. of the Agreement, an amount equal to the sum of the employee share of health insurance premiums that employees would have paid under the three-tier health insurance model since July 2005 premiums (for September 2005 coverage) through May 2006 premiums (for July 2006 coverage) will be deducted on a pre-tax basis from the lump sum for the delay in the implementation of the GWAs. The calculation and deduction of past 2005-2007 health insurance premiums owed, if any, will be on an individual employee basis.

C. If the amount of the lump sum payment for the delay in the implementation of the GWAs is not sufficient to cover the health insurance obligation for an individual employee, the remaining balance will be deducted in equal monthly installments of not less than $25.00 on 'B' payroll cycles. The last deduction may be adjusted as needed to fulfill the obligation. The entire obligation must be paid in full by the last 'B' payroll cycle in the 2005-2007 biennium.

SECTION IX. REVISED VACATION SCHEDULES

A. Effective beginning with calendar year 2005 (i.e., from January 2005), the annual paid leave of absence schedule for FLSA non-exempt employees is modified as follows:

Seniority	Hours
0 yr. to 5 yrs.	104 hrs.
5+ yrs. to 10 yrs.	144 hrs.
10+ yrs. to 15 yrs.	160 hrs.
15+ yrs. to 20 yrs.	184 hrs.
20+ yrs. to 25 yrs.	200 hrs.
25 yrs. or more	216 hrs.

B. Effective beginning with calendar year 2005 (i.e., from January 2005), the annual paid leave of absence schedule for FLSA exempt employees is modified as follows:

Seniority	Hours
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.

C. Employees who earn additional paid annual leave of absence (vacation) credits according to the above modified schedule will be permitted to carry over any of the unused calendar year 2005 additional vacation credits into calendar year 2006. Such additional vacation credits must be used prior to December 31, 2006.

SECTION X. REFERRAL OF QUESTIONS

Employee questions regarding the provisions contained in this bulletin should be referred to the agency Human Resources Office or Payroll 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 Jill Thomas of the Bureau of Labor Relations at: Phone: (608) 266-6435 or E-mail: BarbaraJill.Thomas@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 14 and Pay Progressions effective May 28, 2006

Attachment

PAY SCHEDULE 14
STATE ENGINEERING ASSOCIATION

2005-2006 Pay Schedule Effective May 28, 2006 through June 24, 2006				
Pay Range	**Minimum**	**PSICM**	**Maximum**	**Within Range Pay Step**
14-03	14.122	14.546	23.537	0.424
14-04	18.670	19.231	29.872	0.561
14-05	20.056	20.658	32.090	0.602
14-06	21.486	22.131	34.378	0.645
14-22	14.122	14.546	22.596	0.424
14-23	17.180	17.696	27.488	0.516
14-24	18.470	19.025	29.552	0.555
14-25	20.056	20.658	32.090	0.602
14-26	21.486	22.131	34.378	0.645
14-46	17.072	17.585	29.876	0.513
14-47	23.373	24.075	37.397	0.702
14-48	25.033	25.784	40.053	0.751
14-55	17.072	17.585	27.316	0.513
14-56	20.130	20.734	32.208	0.604
14-57	23.234	23.932	37.175	0.698

PAY PROGRESSION SERIES
Effective May 28, 2006 through June 24, 2006

Specialist (14-03)		**Engineer (14-46)**		**Construction Rep. & Facility Designer (14-55)**	
Minimum	14.122	**Minimum**	17.072	**Minimum**	17.072
PSICM	14.546	**PSICM**	17.585	**PSICM**	17.585
A (year 1)	15.481	**A (year 1)**	18.879	**A (year 1)**	18.632
B	16.416	**B**	20.176	**B**	19.681
C (year 2)	17.354	**C (year 2)**	21.476	**C (year 2)**	20.732
D	18.291	**D**	22.773		
E (year 3)	19.226	**E (year 3)**	24.072		