

State of Wisconsin

DEPARTMENT OF EMPLOYMENT RELATIONS

- COMPENSATION & LABOR RELATIONS BULLETIN -

Date: May 15, 2003

Locator No: CLR/PP-223; CLR/BLR-127

Subject: Information on Processing the FY 2001-2002 and 2002-2003 Wage Adjustments and Corresponding Lump Sum Wage Payments and Annualized Wage Adjustment Payments for State Public Defender Attorneys

This information is provided to assist appointing authorities in determining FY 2001-2002 and FY 2002-2003 base pay adjustments, corresponding lump sum wage payments, and annualized payments for employees in represented State Public Defender Attorney positions. These adjustments and lump sum payments are granted in accordance with Article V, Sections 2 through 5 of the FY 2001-2003 Agreement between the State and the Wisconsin State Public Defender Attorneys (WSPDA). The adjustments are effective May 18, 2003.

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

Pursuant to Article V, Section 1 of the 2001-2003 WSPDA Agreement, multiple pay adjustments with the same effective date will be applied in the order consistent with the order of pay adjustments for analogous personnel transactions in the classified service under § ER 29.04, of the Wis. Adm. Code, and in Section order below, for contractual adjustments.

SECTION II. FY 2001-2002 GENERAL WAGE ADJUSTMENT (July 1, 2001)

A. Effective Date. The General Wage Adjustment (GWA) is effective May 18, 2003.

B. Eligibility.

1. Eligible. Except for employees described under 2., below, all employees in pay status on May 18, 2003, are eligible to receive a GWA.

2. Ineligible. The following employees are ineligible to receive a GWA:

Any employee whose pay upon appointment was set in recognition of a previously earned rate that included a wage adjustment provided under another 2001-2003 state employee labor agreement or compensation plan with an effective date of July 1, 2001, or later.

C. Amount. Each eligible employee will receive a GWA equal to \$0.349 per hour, subject to the FY 2001-2002 pay range maximum shown in Section III., below. (An employee who cannot receive any or all of the

GWA because of the pay range maximum limitation will receive an annualized GWA payment, as described in Section X of this bulletin.)

SECTION III. IMPLEMENTATION OF PAY SCHEDULE FOR FY 2001-2002 STATE PUBLIC DEFENDER ATTORNEYS (SCHEDULE 21)

Pay Schedule 21, below, is implemented on May 18, 2003, for FY 2001-2002

Title	Minimum	Maximum	Transaction Step
Assistant State Public Defender Attorney	\$18.849	\$48.359	\$0.566

SECTION IV. FY 2002-2003 MERIT ADJUSTMENT (June 30, 2002)

- A. Effective Date.** The merit adjustment is effective May 18, 2003.
- B. Eligibility.** All employees in pay status on May 18, 2003, are eligible to be considered for a merit adjustment, except an employee serving the first six (6) months of permanent state employment on May 18, 2003.
- C. Amount.** Each eligible employee in pay status on the effective date will generate \$.704 per hour to be pooled for distribution within the bargaining unit. The employees new base pay rate after applying a merit adjustment under this section is limited to the FY 2002-2003 pay range maximum shown in Section V., below.

Any eligible employee who receives less than 65% of the merit amount generated may grieve the reasonableness of the merit adjustment granted. (Any employee who cannot receive any or all of the merit adjustment granted due to the pay range maximum limitation will receive an annualized merit payment, as described in Section X of this bulletin.)

SECTION V. IMPLEMENTATION OF PAY SCHEDULE 21 FOR FY 2002-2003 (June 30, 2002)

Pay Schedule 21, below, is implemented on May 18, 2003, for FY 2002-2003

Title	Minimum	Maximum	Transaction Step
Assistant State Public Defender Attorney	\$19.226	\$49.327	\$0.577

SECTION VI. MARKET ADJUSTMENT (December 29, 2002)

- A. Effective Date.** The market adjustment is effective May 18, 2003.

- B. Eligibility.** All employees in pay status on May 18, 2003.
- C. Amount.** A market adjustment amount is granted to eligible employees according to the table shown below. The amount is based on the employee’s full years of adjusted continuous state service seniority as of December 29, 2002, subject to the pay range maximum shown in Section V. above. No annualized payment is provided for an employee whose market adjustment amount is limited by the pay range maximum.

Full Years of Adjusted Continuous Service Seniority as of December 29, 2002	Market Adjustment Hourly Increase Amount
0 – 4	\$0.200 per hour
5-9	\$0.400 per hour
10-14	\$0.600 per hour
15 or more	\$1.000 per hour

SECTION VII. FY 2002-2003 MERIT ADJUSTMENT (April 6, 2003)

- A. Effective Date.** The merit adjustment is effective May 18, 2003.
- B. Eligibility.** All employees in pay status on May 18, 2003, are eligible to be considered for a merit adjustment, except an employee serving the first six (6) months of permanent state employment.
- C. Amount.** Each eligible employee in pay status on the effective date will generate an amount equal to 2.5% of their current base pay rate, to be pooled for distribution within the bargaining unit. The employee’s new base pay rate after applying a merit adjustment under this section is limited to the FY 2002-2003 pay range maximum shown in Section VIII, below.

Any eligible employee who receives less than 65% of the merit amount generated may grieve the reasonableness of the merit adjustment granted. (Any employee who cannot receive any or all of the merit adjustment granted due to the pay range maximum limitation will receive an annualized merit payment, as described in Section X. of this bulletin.)

SECTION VIII. IMPLEMENTATION OF PAY SCHEDULE (April 6, 2003)

The Pay Schedule 21, below, is implemented on May 18, 2003, for FY 2002-2003

Title	Minimum	Maximum	Transaction Step
Assistant State Public Defender Attorney	\$19.707	\$50.561	\$0.592

SECTION IX. LUMP SUM PAYMENT DUE TO THE DELAY IN PROCESSING THE FY 2001-2002 FY and 2002-2003 WAGE ADJUSTMENTS

- A. Granting Date.** For employees on the DOA Central Payroll System, the lump sum payments will be granted in separate checks as soon as administratively feasible after May 18, 2003.
- B. Eligibility.** The employees described below are eligible to receive a lump sum payment:
1. Any employee in pay status on May 18, 2003, who receives a FY 2001-2002 or any of the FY 2002-2003 base pay adjustments under Sections II., IV., VI., and VII. is eligible to receive a lump sum payment due to the delay in implementation of the pay adjustments, as described in C. below.
 2. Subject to restrictions under a. and b., below, any employee on an approved leave of absence as of May 18, 2003, is eligible to receive a lump sum payment as described in C. below.
 - a. The employee must return from the leave to pay status in a bargaining unit position during the term of the Agreement.
 - b. The employee will not receive a lump sum payment until he or she has returned from the leave to pay status in a position in the bargaining unit.

NOTE: *When a employee returns from an approved leave of absence without pay, the employee receives a base pay rate equal to the last rate received plus the intervening negotiated wage adjustments. When an intervening adjustment is discretionary, the amount will be limited to the amount that would have been generated by the employee, had the employee been in pay status on the effective date of the intervening adjustment. (Refer to 6/7/5 (3) of the 2001-2003 WSPDA Agreement and § ER 29.03 (7), Wis. Adm. Code.)*

NOTE: *Unclassified employees are not eligible for unpaid leave of absences except for those provided for in the collective bargaining agreement or those required by law (e.g., Family and Medical Leave Act).*

C. Amount.

1. The lump sum payment amount is determined as follows:
 - a. Multiply the base pay increase received under Section II. by all of the employee's "hours in pay status" in a state public defender attorney position from July 1, 2001 through May 17, 2003.

- b. Multiply the base pay increase received under Section IV. by all of the employee’s “hours in pay status” in a state public defender attorney position from June 30, 2002, through May 17, 2003.
 - c. Multiply the base pay increase received under Section VI. by all of the employee’s “hours in pay status” in a state public defender attorney position from December 29, 2002, through May 17, 2003.
 - d. Multiply the base pay increase received under Section VII. by all of the employee’s “hours in pay status” in a state public defender attorney position from April 6, 2003, through May 17, 2003.
2. Determining the “hours in pay status” for 1., above.
- a. “Hours in pay status” include all hours worked plus the number of hours of paid leave time/compensatory time (approved professional time off) credits that were used during the each of the periods specified in 1., above.
 - b. Hours excluded from hours in pay status:
 - 1. Hours in pay status as an employee in a position other than a state public defender attorney position.
 - 2. Work hours for which holiday or approved professional time-off credits were earned but not paid.
 - 3. Any leave without pay hours.

SECTION X. ANNUALIZED PAYMENTS RELATED TO SECTIONS II., IV. AND VII.

- A. Granting Date.** For employees on the DOA Central Payroll System, any annualized payments required will be granted as soon as administratively feasible after the effective date of the contract.
- B. Eligibility.** Any employee who is otherwise eligible for a GWA under Section II. or merit adjustment under Section IV. or VII., will receive an annualized payment if either of the circumstances described under 1. or 2., below apply:
 - 1. The employee could not receive an adjustment under Section II., IV., and VII., due solely to the pay range maximum limitation (i.e., the employee’s base pay rate was at or above the pay range maximum).
 - 2. The employee received a base pay adjustment, but the amount applied to their base pay was less than the full amount required because of the pay range maximum limitation.
- C. Amount.** The amount of any annualized payment is calculated by multiplying the value of the GWA provided under Section II. or merit adjustment under Section IV. which exceeds the applicable pay range maximum by 2088, and by 480 for the merit adjustment under Section VII. Any annualized payments will be prorated based on an employee’s budgeted FTE status on May 18, 2003.

D. Employees on Leave of Absence. Any employee who is on an unpaid leave of absence on May 18, 2003, and who qualifies for an annualized payment will receive such payment subject to the following:

1. The employee must return from the leave to pay status in a position in the bargaining unit during the term of the Agreement.
2. The employee will not receive an annualized payment until the employee returns to pay status in a position in the bargaining unit.

SECTION XI. REFERRAL OF QUESTIONS

Employee Questions:

Individual employees 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 Division of Compensation and Labor Relations: Lynn Maulbetsch by phone at (608) 267-5164, by e-mail at Lynn.Maulbetsch@der.state.wi.us, or Paul Ostrowski, by phone at (608) 267-0343, by e-mail at Paul.Ostrowski@der.state.wi.us.

Questions regarding *all other contract provisions* should be referred to the Division of Compensation and Labor Relations: Jill Thomas by phone at (608) 266-6435, or e-mail at Jill.Thomas@der.state.wi.us.

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

DOA Central Payroll:

Shelley Schwartz (608) 264-9571.

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

JAP:LDM