

State of Wisconsin

**DOA – DIVISION OF PERSONNEL MANAGEMENT**

*– CLASSIFICATION AND COMPENSATION BULLETIN –*

**Date:** February 16, 2022

**Locator No:** DPM-0569-CC/PP

**Subject:** Information Necessary to Process FY 2019-2021 Wage Adjustments and Implementation of ACTAR Add-on for Employees in the Public Safety Bargaining Unit (Unit 63).

This information is provided to assist appointing authorities in determining FY 2019-2021 base pay adjustments, lump sum payments, pay progression, and pay add-ons for certain duties for employees in the public safety bargaining unit (DP code 63). These adjustments are made in accordance with the provisions in the Collective Bargaining Agreement (Agreement) between the State and the Wisconsin Law Enforcement Association (WLEA) for the 2019-2021 fiscal biennium. The pay adjustments in this bulletin will be applied in the order set forth below.

All permanent classified employees in the public safety bargaining unit (DP code 63) are covered by this bulletin.

**SECTION I. MULTIPLE PAY ADJUSTMENTS WITH THE SAME EFFECTIVE DATE, ORDER OF APPLICATION**

Multiple pay adjustments that have the same effective date will be processed in accordance with s. ER 29.04, Wis. Adm. Code, except as modified here for adjustments effective February 13, 2022.

Use the current pay ranges from the 2017-19 Agreement for personnel transactions number 1 through number 6, below.

Following implementation of the negotiated base pay adjustments under numbers 7 and 8, use the new Pay Schedule/Range 63-40, effective February 13, 2022, found in Attachment 1, for all transactions.

1. Reclassification/regrade adjustment
2. Promotion/upward movement adjustment
3. Demotion/downward movement adjustment
4. Transfer/lateral movement adjustment
5. Reinstatement
6. Restoration
7. General Wage Adjustments effective February 13, 2022, in the order listed in this bulletin
8. Placement on Pay Structure C (Market Increase)

- 9. Implementation of new Pay Schedule 63-40 effective February 13, 2022
- 10. Pay progression
- 11. Original appointment

## SECTION II. FISCAL YEAR 2019-20 GENERAL WAGE ADJUSTMENT

**A. Effective Date.** The General Wage Adjustment (GWA) is effective February 13, 2022.

**B. Eligibility.**

**Eligible.** All employees in pay status in a bargaining unit position on February 13, 2022, with satisfactory performance are eligible for the GWA.

**Ineligible.**

1. Any employee whose most recent performance evaluation in the previous 12 months was unsatisfactory.
2. Any former employee who separated from state service prior to February 13, 2022.
3. Any former member of the public safety bargaining unit who left a bargaining unit position prior to February 13, 2022.

**C. Amount.** Each eligible employee will receive a GWA equal to 2.0% of their current base pay rate.

**D. Lump Sum for the Delay in Implementation.** Employees eligible for this GWA will also receive a lump sum payment calculated as the amount of the pay increase received multiplied by the number of hours in pay status in a bargaining unit position from January 5, 2020, through February 12, 2022, and shall include adjustment for premium pay paid. For the purposes of calculating employee benefits, the lump sum wage payment will be considered as salary or wages earned during the period commencing January 5, 2020 through February 12, 2022.

**E. Employees Not in Pay Status.** Employees on an approved unpaid leave of absence on February 13, 2022, will receive the placement and associated lump sum payment upon their return to pay status during the life (including extension) of the Agreement.

## SECTION III. FISCAL YEAR 2020-21 GENERAL WAGE ADJUSTMENT

**A. Effective Date.** The General Wage Adjustment (GWA) is effective February 13, 2022.

**B. Eligibility.**

**Eligible.** All employees in pay status in a bargaining unit position on February 13, 2022, with satisfactory performance are eligible for the GWA.

**Ineligible.**

1. Any employee whose most recent performance evaluation in the previous 12 months was unsatisfactory.
2. Any former employee who separated from state service prior to February 13, 2022.
3. Any former member of the public safety bargaining unit who left a bargaining unit position prior to February 13, 2022.

**C. Amount.** Each eligible employee will receive a GWA equal to 2.0% of their current base pay rate.

**D. Lump Sum for the Delay in Implementation.** Employees eligible for this GWA will also receive a lump sum payment calculated as the amount of the pay increase received multiplied by the number of hours in pay status in a bargaining unit position from January 3, 2021, through February 12, 2022, and shall include adjustment for premium pay paid. For the purposes of calculating employee benefits, the lump sum wage payment will be considered as salary or wages earned during the period commencing January 3, 2021 through February 12, 2022.

**E. Employees Not in Pay Status.** Employees on an approved unpaid leave of absence on February 13, 2022, will receive the placement and associated lump sum payment upon their return to pay status during the life (including extension) of the Agreement.

**SECTION IV. PLACEMENT ON PAY STRUCTURE C (MARKET INCREASE)**

**A. Effective Date.** The placement on Pay Structure C is effective February 13, 2022.

**B. Eligibility.**

**Eligible.** All employees in pay status in a bargaining unit position on February 13, 2022, with satisfactory performance are eligible for the placement on Pay Structure C.

**Ineligible.**

1. Any employee whose most recent performance evaluation in the previous 12 months was unsatisfactory.
2. Any former employee who separated from state service prior to February 13, 2022.
3. Any former member of the public safety bargaining unit who left a bargaining unit position prior to February 13, 2022.

**C. Amount.** Refer to Pay Structure C in the Attachment. Each eligible employee is placed on the Pay Point that corresponds to the employee's Years of State Patrol Law Enforcement Experience as of February 13, 2022. However, no employee shall receive a decrease in pay under this provision.

**Note.** The Years of State Patrol Law Enforcement Experience is based on a date for each employee maintained by the Department of Transportation in accordance with the labor agreement and recorded in the Union Date field in PeopleSoft.

- D. Lump Sum for the Delay in Implementation.** Employees eligible for this placement will also receive a lump sum payment calculated as the amount of the pay increase received multiplied by the number of hours in pay status in a bargaining unit position from June 6, 2021, through February 12, 2022, and shall include adjustment for premium pay paid. For the purposes of calculating employee benefits, the lump sum wage payment will be considered as salary or wages earned during the period commencing June 6, 2021, through February 12, 2022.
- E. Employees Not in Pay Status.** Employees on an approved unpaid leave of absence on February 13, 2022, will receive the placement and associated lump sum payment upon their return to pay status during the life (including extension) of the Agreement.

#### **SECTION V. IMPLEMENTATION OF PAY RANGE 63-40**

Effective February 13, 2022, immediately following the placements on Pay Structure C, Pay Range 63-40, shown in the Attachment, is fully implemented, and any employee paid below the minimum of the pay range is raised to the pay range minimum, even if the employee was disqualified from the GWAs and Placement on Structure C due to unsatisfactory performance. There is no lump sum payment associated with this increase to the pay range minimum.

#### **SECTION VI. CONTINUATION OF PAY PROGRESSION**

Pay Progression will continue to be administered for bargaining unit employees in accordance with Appendix C of the 2019-21 Agreement. The terms for pay progression are unchanged from the previous Agreement.

#### **SECTION VII. ACTAR (ACCREDITATION COMMISSION FOR TRAFFIC ACCIDENT RECONSTRUCTION) ADD-ON**

This is a new two-level pay add-on provided in accordance with 11/6/2 of the 2019-21 Agreement for qualifying employees in positions allocated to the classifications of State Patrol Trooper or State Patrol Inspector.

- A. ACTAR Add-on Level I.** An add-on amount of fifty cents (\$0.50) per hour may be paid to supplement the base pay of an eligible employee based upon the employee's successful completion of the ACTAR theory examination. To be eligible for the add-on the employee must be in a position where the ACTAR certification related knowledge is relevant to the position's permanently assigned duties and responsibilities.
- B. ACTAR Add-on Level II.** Upon completion of all ACTAR accreditation requirements, including practical application examination, an additional add-on amount of fifty cents (\$0.50) per hour may be granted to an employee to bring the total add-on amount up to one dollar (\$1.00) per hour. To be eligible for the add-on the employee must be in a position where the ACTAR certification related knowledge is relevant to the position's permanently assigned duties and responsibilities.

**C. Effective Date.** The add-on for an employee will take effect at the beginning of the first pay period following the appointing authority's approval of the add-on.

**D. Administrative Notes.** The appointing authority will have discretion to determine the relevance of the successful completion of the ACTAR certification process to the position held and to authorize the hourly add-on. If the incumbent moves from a position for which an add-on has been approved by the appointing authority to another position allocated to one of the authorized classifications, the appointing authority has the discretion to determine whether the add-on will be continued in the new position. If the employee ceases to hold a current certification as the result of expiration or revocation of such certification, the add-on will cease effective at the beginning of the first pay period following the expiration or revocation date.

## **SECTION VIII. DETERMINING HOURS IN PAY STATUS**

- A.** "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 above.
- B.** Hours excluded from hours in pay status: Work hours for which holiday or compensatory time-off credits were earned but not used.
- C.** For purposes of calculating employee benefits, any lump sum wage payment received for the GWAs or Placement on Structure C for the delay in implementation of the Agreement shall be considered as salary or wages earned during the applicable period.

## **SECTION IX. NONREPRESENTED PARITY**

In accordance with Section L-2.01(6) of the 2021-2023 State Compensation Plan, DPM may approve parity for employees in the following nonrepresented classifications:

<b>Class Code</b>	<b>Class Title</b>
65921	State Patrol Sergeant
65931	State Patrol Sergeant-DPU
65922	State Patrol Lieutenant
65940	State Patrol Captain

**Funding.** Costs of these parity pay adjustments will be supplemented under the authority of s. 20.865, Wis. Stats., subject to availability of funds for this purpose as determined by the Secretary of Administration.

## **SECTION X. REFERRAL OF QUESTIONS**

**Employee Questions:** Questions regarding pay rates or pay adjustments indicated in this bulletin should be directed to:

Barb Paltz at [Barb.Paltz@dot.wi.gov](mailto:Barb.Paltz@dot.wi.gov) or by phone/TEAMS at (608) 266-2974.

**Employer Questions:** Employer questions regarding the *pay provisions* contained in this bulletin should be directed to:

John Wiesman at [John.Wiesman@Wisconsin.gov](mailto:John.Wiesman@Wisconsin.gov) or by phone/TEAMS at (608) 266-1418; or the Bureau of Classification and Compensation mailbox at [DOADPMCompEmploymentRelGenI@wisconsin.gov](mailto:DOADPMCompEmploymentRelGenI@wisconsin.gov).

Employer questions regarding *all other provisions of the WLEA Agreement* should be referred to Doug Thayer at [Douglas.Thayer@wisconsin.gov](mailto:Douglas.Thayer@wisconsin.gov) or by phone/TEAMS at (608) 266-2052.

Questions regarding payroll processing should be directed to DOA Central Payroll:

**DOA Central Payroll:** Dennis Dissmore at (608) 266-8431



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Malika Evanco, Administrator  
Division of Personnel Management

**Attachment**

<b>Pay Progression Structure A (reflects 2.0% GWA)</b>	
Effective with Agreement with lump sum for hours since 1/5/2020	
<b>Years of State Patrol Law Enforcement</b>	
<b>Experience</b>	<b>Pay Point</b>
0	24.21
0.5	24.69
2	25.22
3	26.00
4	27.08
5	28.25
6	29.62
7	35.11

<b>Pay Progression Structure B (reflects 2.0% GWA)</b>	
Effective with Agreement with lump sum for hours since 1/3/2021	
<b>Years of State Patrol Law Enforcement</b>	
<b>Experience</b>	<b>Pay Point</b>
0	24.70
0.5	25.19
2	25.73
3	26.52
4	27.63
5	28.82
6	30.22
7	35.82

<b>Pay Progression Structure C (reflects market pay)</b>	
Effective with Agreement with lump sum for hours since 6/6/2021	
<b>Years of State Patrol Law Enforcement</b>	
<b>Experience</b>	<b>Pay Point</b>
0	25.80
0.5	26.50
2	27.00
3	27.50
4	28.25
5	30.00
6	32.00
7	37.41

Effective February 13, 2022, through the life of the Agreement			
<b>Pay Schedule</b>	<b>Pay Range</b>	<b>Minimum</b>	<b>Maximum</b>
63	40	25.80	37.41