

## State of Wisconsin

# OFFICE OF STATE EMPLOYMENT RELATIONS

### - COMPENSATION AND LABOR RELATIONS BULLETIN -

**Date:** January 12, 2004

**Locator No:** OSER – 0007 – CLR/PP/LR

**Subject:** Information for Processing Negotiated Base Pay Adjustments for FY 2003-2004 for Employees in the Professional Patient Care Bargaining Unit

This information is provided to assist appointing authorities in determining and processing FY 2003-2004 base pay adjustments, according to the 2003-2005 collective bargaining agreement for current employees in the Professional Patient Care Bargaining Unit (BU 11).

**Please Note:** Due to the extension of the 2001-2003 Agreement, all BU 11 employees with an anniversary date during the period of July 1, 2003 through December 27, 2003, including any employee whose base pay rate has reached the pay range maximum, should have already received the first contract year anniversary date adjustment for FY 2003-2004 on the effective date appropriate for their anniversary adjustment during the period from July 1, 2003 through December 27, 2003. Any employees who were eligible but did not receive their first contract year anniversary date adjustment due to the 2001-2003 contract extension for anniversary adjustments from July 1, 2003 through December 27, 2003, should have that anniversary date adjustment applied retroactively with back pay, upon implementation of the 2003-2005 Agreement. See Section II, A., 1., b., for more detail.

#### **SECTION I. MULTIPLE BASE PAY ADJUSTMENTS EFFECTIVE ON DECEMBER 28, 2003, ORDER OF APPLICATION**

Pursuant to s. ER 29.04, Wis. Adm. Code, and the applicable provisions of the 2003-2005 Agreement with the Professional Patient Care bargaining unit, multiple pay adjustments that are effective on the same date will be applied in the following order:

**Use the current FY 2002-2003 pay schedule 11 (Attachment A. I) for adjustments 1. through 9a.**

**Use the new FY 2003-2004 pay schedule 11 (Attachment A. II) for adjustments 10 or 11.**

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 2003-2004 Fiscal Year**
  - a. 1<sup>st</sup> year 2003-2004 FY Anniversary Date Adjustments**
  - b. Implementation of Pay Schedule 11 in Attachment A.II**
10. Establishment of a raised minimum rate (RMR)
11. Original appointment

## SECTION II. FY 2003-2004 WAGE ADJUSTMENTS

FY 2003-2004 wage adjustments will be provided to eligible employees effective on December 28, 2003, subject to the applicable pay range maximums. For any adjustments effective on the same date, adjustments will be applied in the order specified below.

### A. Anniversary Date Adjustments and Annualized Anniversary Date Adjustment Payments

#### 1. Effective Date.

**NOTE:** For purposes of this bulletin, “anniversary date” means the day on which an employee attains another year of continuous service, as determined by the month and day of the employee’s adjusted continuous service date.

- a. Subject to b., below, Anniversary Date Adjustments and Annualized Anniversary Date Adjustment Payments are effective the first day of the pay period following the employee’s anniversary date. If the employee’s anniversary date occurs on the first day of a pay period, the anniversary adjustment or payment will be effective on that date.
- b. Eligible employees with anniversary effective dates from July 1, 2003 through June 30, 2004:
  - 1) **Any employee whose base pay rate was less than the grid endpoint for the Attachment B grid structure** should have received a FY 2003-2004 Anniversary Date Adjustment if the employee’s anniversary effective date was during the period from July 1, 2003 through December 14, 2003. If an eligible employee has *not* received a FY 2003-2004 Anniversary Date Adjustment and the employee’s anniversary date is on or prior to the effective date of the contract, the employee must receive the Anniversary Date Adjustment and a corresponding lump sum payment covering the period from what should have been the effective date of the adjustment to the effective date of the contract. Use the **Attachment B grid** to calculate these increases.
  - 2) **Any employee whose base pay rate was equal to or greater than the Attachment B grid endpoint and less than the applicable pay range maximum shown in Attachment A II.** should already have received the FY 2003-2004 Anniversary Date Adjustment as provided under 3.a.2), below, if the employee’s anniversary effective date was during the period from July 1, 2003 through December 14, 2003. If an eligible employee has *not* received a FY 2003-2004 Anniversary Date Adjustment and the employee’s anniversary date is on or prior to the effective date of the contract, the employee must receive the Anniversary Date Adjustment and a corresponding lump sum payment covering the period from what should have been the effective date of the adjustment to the effective date of the contract.
  - 3) **Any employee whose base pay rate was equal to or greater than the applicable pay range maximum in Attachment A** should already have received a FY 2003-2004 Annualized Anniversary Date Adjustment Payment as provided under 3.b., below, if the employee’s anniversary effective date from July 1, 2003 through December 14, 2003. If an eligible employee has *not* received a FY 2003-2004 Annualized Anniversary Date Adjustment and the employee’s anniversary date is on or prior to the effective date of the contract, the employee must receive the Annualized Anniversary Date Adjustment covering the period from what should have been the effective date of the adjustment through the end of the fiscal year.

2. **Eligibility.** All permanent employees (**employment types 01, 02, and 06**) in pay status in the Professional Patient Care bargaining unit (**DP unit code 11**) on the effective date, whose base pay rate is at or above minimum of the applicable pay range, are eligible for an Anniversary Date Adjustment or Anniversary Date Adjustment Payment, as provided in 3., below.

**NOTE:** per 5/1/1 A., of the Agreement, beginning December 28, 2003 for FY 2003-2004, any employee hired with HAM on or after December 28, 2003, is not eligible to receive an anniversary adjustment unless the employee's base pay rate is less than or equal to the grid level corresponding to the employee's state service seniority years. See the list of examples below to determine the association of the grid level and state service seniority for this provision:

<u>Employees Grid Level</u>	<u>Years of State Service Seniority</u>
Grid level A	< 1 year of seniority.
Grid level B	1 year but less than 2 years
Grid level C	2 years but less than 3 years
Continuing through grid level U equaling 20 years or more	

3. **Amount.**

a.) **Anniversary Date Adjustments:**

Use **Attachment B grid** and *the Anniversary Date Adjustment provisions contained in the FY 2001-2003 contract* for employees with anniversary dates from July 1, 2003 through December 14, 2003. Use the Attachment B grid contained in the 2003-2005 contract for employees with anniversary dates on or after December 15, 2003. For calculating the pay of an employee who did not receive their anniversary date adjustment use the applicable pay range maximum shown in **Attachment A I.** as the limit for all adjustments with an effective date prior to December 28, 2003, and **Attachment A.II.**, for adjustments on or after December 28, 2003.

- 1) Any employee whose base pay rate is at or above pay range minimum and less than the grid endpoint of the applicable pay range will receive a pay adjustment to the grid point in the pay range that is closest to but greater than the employee's current base pay rate.
- 2) Any employee whose base pay rate is at or above the grid endpoint but less than the range maximum will receive an increase equal to one and one-half percent (1.5%) of the employee's base pay rate, subject to the applicable pay range maximum.

b. **Annualized Anniversary Date Adjustment Payments:**

- 1) Any employee who receives an Anniversary Date Adjustment under a.2), above, less than one and one-half percent (1.5%) of his/her base pay rate, solely because of the pay range maximum limitation, will receive an Annualized Anniversary Date Adjustment Payment equal to the difference between the value of one and one-half percent (1.5%) of the employee's base pay rate prior to application of the Anniversary Date Adjustment and the amount the employee actually receives, multiplied by the number of work hours remaining in the fiscal year.
- 2) Any employee who does not receive an Anniversary Date Adjustment under a.2), above, solely because of the pay range maximum limitation, will receive an Annualized Anniversary Date Adjustment Payment equal to one and one-half percent (1.5%) of the employee's base pay rate, times the number of work hours remaining in the fiscal year.

- 3) The Annualized Anniversary Date Adjustment Payments provided under 1) and 2), above, will be prorated based on the employee's budgeted FTE on the employee's anniversary date.
- 4) Annualized Anniversary Date Adjustment Payments will be made as soon after the effective date of the payment as is administratively feasible.
- 5) Employees who are not in pay status on the effective date of the Annualized Anniversary Date Adjustment Payment and who return to a bargaining unit position from an approved leave of absence or layoff from a bargaining unit position during the term of the Agreement will receive any Annualized Anniversary Date Adjustment Payment for which they would otherwise have been eligible. (See Section IV, of this bulletin, regarding Reinstatement or Restoration.)

**B. Implementation of the FY 2003-2004 Pay Schedule (Attachment A.II) (12/28/03)**

1. **Effective Date.** The FY 2003-2004 Professional Patient Care pay schedule provided in **Attachment A II.** is implemented effective December 28, 2003. Note: The only changes from the current pay schedule are an increase in the pay range maximums.
2. **Eligibility.** All permanent employees (**employment types 01, 02, and 06**) in pay status in the Professional Patient Care bargaining unit (**DP unit code 11**) on December 28, 2003, are eligible for an adjustment in the amount specified under 3., below.
3. **Amount.** There is no change from the current pay range minimums therefore, no adjustment is necessary.

**SECTION III. INFORMATION FOR PROCESSING ADJUSTMENTS AND LUMP SUM PAYMENTS FOR EMPLOYEES OCCUPYING MULTIPLE POSITIONS SIMULTANEOUSLY**

For an employee in pay status in multiple positions, each position occupied by an employee is considered separately when applying base pay adjustments or lump sum payments under Sections II., III., and IV. above.

**SECTION IV. REINSTATEMENT OR RESTORATION**

- A. **FY 2003-2004 Base Pay Adjustments:** Except as provided in B., below, the base pay adjustments provided in Section II., above, **must be included per Appendix F of the 2003-2005 Agreement** in determining pay on *reinstatement or restoration* of an employee whose eligibility is derived from a position represented by the Professional Patient Care bargaining unit, subject to the pay range maximums applicable for each adjustment. Any adjustment applied upon reinstatement or restoration will be that of the appropriate pay schedule and classification from which the reinstatement eligibility or restoration rights are derived.
- B. **Annualized Anniversary Date Adjustment Payments:** Annualized Anniversary Date Adjustment Payments provided under Sections II. above, for which the employee would otherwise have been eligible, will be granted to employees upon *restoration* to a Professional Patient Care bargaining unit position after the effective date of the Agreement through June 30, 2005. Employees who *reinstate* to a bargaining unit position after the effective date of the contract are not eligible for this payment.

**SECTION V. PERSONNEL TRANSACTION PAY ADJUSTMENT PROVISIONS**

All personnel transaction pay adjustments for employees of the Professional Patient Care bargaining unit will be determined in accordance with the provisions set forth in Appendix F of the 2003-2005 Professional Patient Care collective bargaining agreement.

**SECTION VI. MISCELLANEOUS FY 2003-2004 CONTRACT CHANGES TO NOTE**

- A. Personal Holiday.** All employees receive one additional paid personal holiday per year beginning in calendar year 2004. The additional day brings the total to four and one-half personal holidays per calendar year, under Section 6/15/1/A.2.
- B. Comp Time Earning changes** for Nursing Instructor series classifications filling in for a Nurse Clinician providing direct patient care, per Section 6/18/2/A.
- C. Responsibility Pay** in Section 6/21/1 D. is changed from \$.65 per hour to \$.75 per hour.
- D. Military Leave changes** – See separate bulletin on the Military changes to be issued soon by OSER.
- E. Weekend Nursing Program changes** under Section 7/7/1 I. provides a weekend add-on rate of \$10.00 per hour, previously a range from \$8.00 - \$10.00 per hour.
- F. \$1.00 Nurse Clinician add-on** in Neg. Note 5 continues. Employees currently receiving the add-on must continue to receive it through June 26, 2004. Effective June 27, 2004, the add-on is provided at the discretion of the appointing authority.
- G. Sign-On Bonus for Nurse Clinicians 2 and 3** is implemented per Neg. Note. 7
- H. Termination Sabbatical banking option** for employees at 216 annual leave hour level increases to 120 total hours available for banking, effective beginning in 2004, under Section 6/6/1.D.3.
- I. Three tier Health Ins. Program** is implemented with January 2004 coverage.

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

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 directed to Lynn Maulbetsch by phone at (608) 267-5164, by e-mail at [lynn.maulbetsch@oser.state.wi.us](mailto:lynn.maulbetsch@oser.state.wi.us), or Paul Ostrowski by phone at (608) 267-0343, by e-mail at [paul.ostrowski@oser.state.wi.us](mailto:paul.ostrowski@oser.state.wi.us).

Employer questions regarding *all other contract provisions* should be directed to Kathy Kopp by phone at (608) 266-0711, or e-mail at [kathy.kopp@oser.state.wi.us](mailto:kathy.kopp@oser.state.wi.us).

Employer questions regarding *payroll processing or file maintenance* should be directed to the appropriate payroll center:

**DOA Central Payroll:**

**Shelley Schwartz at (608) 264-9571**

**UW-Processing Center:**

**Enrollment and Membership (608) 262-5031**

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

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**Attachments:**

Attachment A: Pay Schedule 11 Eff. July 1, 2003 through June 26, 2004

Attachment B: Pay Grid 11 April 6, 2003 through June 26, 2004

Attachment A

**I. Pay Schedule 11: United Professionals for Quality Health Care  
Effective July 1, 2003 through December 27, 2003**

Pay Range	Official Hourly Basis		Within Range Step	Monthly Basis*		Annual Basis*	
	Minimum	Maximum		Minimum	Maximum	Minimum	Maximum
11-05	\$15.565	\$23.776	\$0.467	\$2,708.31	\$4,137.02	\$32,499.72	\$49,644.29
11-06	\$16.577	\$25.324	\$0.498	\$2,884.40	\$4,406.38	\$34,612.78	\$52,876.51
11-07	\$17.655	\$26.970	\$0.530	\$3,071.97	\$4,692.78	\$36,863.64	\$56,313.36
11-08	\$18.804	\$28.724	\$0.565	\$3,271.90	\$4,997.98	\$39,262.75	\$59,975.71
11-09	\$20.026	\$30.593	\$0.601	\$3,484.53	\$5,323.18	\$41,814.29	\$63,878.18
11-10	\$21.329	\$32.581	\$0.640	\$3,711.25	\$5,669.09	\$44,534.95	\$68,029.13
11-11	\$22.716	\$34.700	\$0.682	\$3,952.59	\$6,037.80	\$47,431.01	\$72,453.60
11-12	\$24.193	\$36.956	\$0.726	\$4,209.59	\$6,430.34	\$50,514.98	\$77,164.13
11-22	\$28.775	\$42.668	\$0.864	\$5,006.85	\$7,424.23	\$60,082.20	\$89,090.78

\* Estimated for informational purposes only The Official Hourly Rate is used for payroll purposes

**II. Pay Schedule 11: United Professionals for Quality Health Care  
Effective December 28, 2003 through June 26, 2004**

Pay Range	Official Hourly Basis		Within Range Step	Monthly Basis*		Annual Basis*	
	Minimum	Maximum		Minimum	Maximum	Minimum	Maximum
11-05	\$15.565	\$24.904	\$0.467	\$2,708.31	\$4,333.30	\$32,499.72	\$51,999.55
11-06	\$16.577	\$26.524	\$0.498	\$2,884.40	\$4,615.18	\$34,612.78	\$55,382.11
11-07	\$17.655	\$28.248	\$0.530	\$3,071.97	\$4,915.15	\$36,863.64	\$58,981.82
11-08	\$18.804	\$30.087	\$0.565	\$3,271.90	\$5,235.14	\$39,262.75	\$62,821.66
11-09	\$20.026	\$32.042	\$0.601	\$3,484.53	\$5,575.31	\$41,814.29	\$66,903.70
11-10	\$21.329	\$34.127	\$0.640	\$3,711.25	\$5,938.10	\$44,534.95	\$71,257.18
11-11	\$22.716	\$36.346	\$0.682	\$3,952.59	\$6,324.20	\$47,431.01	\$75,890.45
11-12	\$24.193	\$38.709	\$0.726	\$4,209.59	\$6,735.37	\$50,514.98	\$80,824.39
11-22	\$28.775	\$46.040	\$0.864	\$5,006.85	\$8,010.96	\$60,082.20	\$96,131.52

\* Estimated for informational purposes only The Official Hourly Rate is used for payroll purposes

**Attachment B**

**UPQHC 2003-05 Grid**

**April 6, 2003 through June 26, 2004**

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<b><u>Grid Level</u></b>	<b><u>11-05</u></b>	<b><u>11-06</u></b>	<b><u>11-07</u></b>	<b><u>11-08</u></b>	<b><u>11-09</u></b>	<b><u>11-10</u></b>	<b><u>11-11</u></b>	<b><u>11-12</u></b>	<b><u>11-22</u></b>
	<b>5</b>	<b>6</b>	<b>7</b>	<b>8</b>	<b>9</b>	<b>10</b>	<b>11</b>	<b>12</b>	<b>22</b>
<b>A</b>	15.565	16.577	17.655	18.804	20.026	21.329	22.716	24.193	28.775
<b>B</b>	15.799	16.826	17.921	19.087	20.327	21.650	23.057	24.556	29.208
<b>C</b>	16.037	17.079	18.190	19.374	20.633	21.974	23.403	24.925	29.647
<b>D</b>	16.277	17.335	18.464	19.665	20.942	22.304	23.755	25.300	30.091
<b>E</b>	16.522	17.596	18.742	19.960	21.257	22.640	24.112	25.680	30.543
<b>F</b>	16.771	17.860	19.023	20.261	21.577	22.980	24.473	26.065	31.002
<b>G</b>	17.023	18.129	19.309	20.565	21.901	23.325	24.841	26.457	31.467
<b>H</b>	17.279	18.401	19.600	20.874	22.230	23.676	25.214	26.854	31.939
<b>I</b>	17.538	18.678	19.894	21.187	22.564	24.032	25.593	27.257	32.419
<b>J</b>	17.802	18.959	20.193	21.506	22.903	24.392	25.977	27.666	32.906
<b>K</b>	18.069	19.244	20.496	21.829	23.247	24.758	26.368	28.081	33.400
<b>L</b>	18.341	19.533	20.804	22.157	23.597	25.130	26.763	28.503	33.901
<b>M</b>	18.617	19.826	21.117	22.490	23.952	25.508	27.165	28.931	34.411
<b>N</b>	18.896	20.124	21.434	22.828	24.311	25.891	27.573	29.366	34.927
<b>O</b>	19.180	20.427	21.756	23.172	24.676	26.279	27.987	29.806	35.452
<b>P</b>	19.468	20.733	22.083	23.520	25.047	26.674	28.407	30.254	35.984
<b>Q</b>	19.760	21.045	22.415	23.874	25.424	27.075	28.834	30.708	36.524
<b>R</b>	20.058	21.360	22.752	24.233	25.806	27.482	29.266	31.170	37.073
<b>S</b>	20.359	21.681	23.094	24.596	26.193	27.895	29.706	31.638	37.629
<b>T</b>	20.664	22.007	23.440	24.965	26.587	28.314	30.152	32.113	38.194
<b>U</b>	20.975	22.338	23.793	25.341	26.987	28.739	30.605	32.594	38.767
<b>Range Max</b>	24.904	26.524	28.248	30.087	32.042	34.127	36.346	38.709	46.040