



SERVING PEOPLE  
WHO SERVE WISCONSIN

December 11, 2003

Co-Chairpersons and Members of the  
Joint Committee on Employment Relations  
Room 113 South, State Capitol  
Madison, Wisconsin 53703

Dear Co-Chairpersons and Committee Members:

The State of Wisconsin represented by the Office of State Employment Relations (OSER) and the bargaining unit of the Association of State Prosecutors (ASP) have completed the process of negotiating a successor contract for the 2003-2005 biennium.

Negotiations resulted in a tentative agreement which is currently undergoing the ratification process by the membership of ASP. I expect the process to be completed prior to the JCOER meeting. The Office of State Employment Relations recommends approval of the tentative agreement by the Joint Committee on Employment Relations and the Legislature.

The tentative agreement represents concessions by both parties and, if approved by the Joint Committee and by the Legislature thereafter, will enhance labor peace and stability through the remainder of the contract period to June 30, 2005.

The major provisions of the tentative agreement are:

**I. Salary Adjustments:**

A. First Fiscal Year: No General Wage Adjustment (GWA).

B. Second Fiscal Year:

Effective June 27, 2004:

1. All employees receive one percent (1%) GWA subject to the pay range maximum. Employees whose GWA adjustment is limited by the June 27, 2004 pay range maximum will receive an annualized GWA lump sum payment equal to the balance of the GWA which exceeds the range maximum, times the number of hours remaining in the fiscal year (prorated by FTE).

2. All employees receive a ten cent (\$0.10) per hour GWA limited to the pay range maximum. Employees whose adjustment is limited by the June 27, 2004 range maximum will receive an annualized GWA lump sum payment (prorated by FTE).
3. Increase pay range minimums and maximums by one percent (1.0%).
4. All employees will receive a \$250 GWA lump sum payment (prorated by FTE).

## II. Benefit Changes

- A. *Health Insurance:* Effective with coverage beginning January 2004, the 3-Tier health insurance model will be implemented for full-time employees and part-time employees appointed to work at 50% time or more. Employee contribution levels will be based on the following schedule:

January 2004 through December 2004 Coverage (Monthly)

	<u>Single</u>	<u>Family</u>
Tier-1	\$18.00	\$45.00
Tier-2	\$47.00	\$117.50
Tier-3	\$100.00	\$250.00

January 2005 through December 2005 Coverage (Monthly)

	<u>Single</u>	<u>Family</u>
Tier-1	\$22.00	\$55.00
Tier-2	\$50.00	\$125.00
Tier-3	\$100.00	\$250.00

- B. Effective with coverage for January 2004, part-time employees appointed at less than 50% time will be required to pay a monthly premium equal to 50% of the total monthly premium for the selected health provider. [6/2]

## III. Other Key Language Provisions

- A. *Supplemental Health Insurance Conversion Credits (SHICC):* SHICC will be provided for the surviving insured dependents of permanent SHICC-eligible employees who die while in service and may be used by laid-off employees to pay for health insurance for up to 5 years or until the employee accepts other employment whichever occurs first. [6/6]
- B. *Sabbatical Leave:* Employees eligible for 216 hours of annual leave may elect to receive up to 120 hours as termination/sabbatical leave, increased from 80 hours. [6/7]

- C. *Military Differential Pay, Leave and Benefits:* Employees activated to serve military duty with the U.S. armed forces will receive pay and benefits for 179 days of service in calendar year 2003, subtracting base military pay and housing allowance. Upon completion of duty and before returning to employment, employees may use up to 160 hours of accumulated leave. Any remaining accumulated leave may be carried over into the following calendar year. [6/10]
- D. *Personal Holiday:* Effective January 1, 2004, one additional Personal Holiday will be provided in recognition of Veterans Day. [6/14]
- E. *Layoff:* Temporary layoff will be no more than 5 workdays per fiscal year. Assistant District Attorneys (ADA) who transfer to avoid layoff may be required to serve up to a six-month probationary period at the District Attorney's discretion. ADAs who are recalled within six months to any prosecutorial unit other than the one from which lay off occurred, may be required to serve up to a six-month probationary period. [Article 10]
- F. *Attorney Compensation Committee:* The parties will establish a compensation committee comprised of management and union representatives to perform a detailed study of pay and merit systems used for comparable Attorney positions. The committee will complete a report with recommendations to the Director of OSER by June 1, 2004. [Memorandum of Understanding # 1]
- G. *Personnel Actions Discussions:* The parties will discuss the personnel actions that are being considered to maintain a balanced budget in the District Attorney program. This provision will sunset on June 30, 2005 unless extended by mutual agreement of the parties. [Negotiating Note # 6]

The effective date of the Agreement, unless otherwise specified within the sections of the Agreement, is the day following publication in the official State newspaper. The Agreement remains in full force and effect through June 30, 2005, unless the parties mutually agree to extend any or all terms of the Agreement.

Sincerely,



Karen E. Timberlake, Director  
Office of State Employment Relations

BJT

- Attachments:
- 1. Bill Draft
  - 2. Fiscal Note
  - 3. 2003-2005 Tentative Agreement

**AGREEMENT**

**between the**

**STATE OF WISCONSIN**

**and the**

**ASSOCIATION OF STATE PROSECUTORS**

**~~May 17, 2003~~ – June 30, 20035**

# TABLE OF CONTENTS

## HOW TO READ THIS CONTRACT

This contract is divided into articles and further subdivided into sections and major paragraphs, e.g. Article II, Section 3, paragraph 1. Major paragraphs are identified by **article/section/paragraph** as follows: **2/3/1** (i.e. Article II, Section 3, paragraph 1). Minor paragraph subdivisions of major paragraphs may be identified in various ways: "(1)", "a.", etc.

New contract language in this Agreement is identified by underlining the text.

At the front of the contract is a table of contents, which is an outline of the contract in numerical order by article and section, with accompanying titles and page number(s). At the back of the contract is an index, which is a reference guide to the contract in alphabetical order of various topics.

# ARTICLE I

## Nature and Scope of Agreement

### Section 1 Parties to Agreement

1/1/1 This Agreement is made and entered into this ~~seventeenth day of May, 2003~~ at Madison, Wisconsin, pursuant to the provisions of ss. 111.80-111.97, Wis. Stats., by and between the State of Wisconsin, its appropriate Agencies and District Attorney Offices (hereinafter referred to as the Employer) represented by the ~~Department~~Office of State Employment Relations, and the Association of State Prosecutors, (hereinafter referred to as the Association) as the exclusive bargaining representative of assistant district attorneys employed by the State of Wisconsin as specifically set forth in the Wisconsin Employment Relations Commission's Certification of Representative, Case 296, No. 44290, SE-98, Decision No. 26695-A, dated January 25, 1991.

### Section 2 Purpose of Agreement

1/2/1 It is the intent and purpose of the parties hereto that this Agreement constitutes an implementation of the provisions of ss. 111.80-111.97, Wis. Stats., consistent with the legislative authority contained therein, and provides for orderly and constructive employment relations in the public interest and in the interests of employees hereby covered and the State as an Employer.

1/2/2 The parties do hereby acknowledge that this Agreement represents an amicable understanding reached by the parties as the result of the unlimited right and opportunity of the parties to make any and all demands with respect to the Employer-employee relationship which exists between them relative to the subjects of bargaining.

### Section 3 Scope of the Agreement

1/3/1 This Agreement relates only to assistant district attorneys employed by the State of Wisconsin in the appropriate collective bargaining unit as defined by the Wisconsin Employment Relations Commission, Certification of Representative Case 296 No. 44290 SE-98 Decision No. 26695-A dated January 25, 1991.

## **Section 4 Definitions**

1/4/1 Assistant District Attorney: an attorney admitted to practice law in the State of Wisconsin, as required by ss. 978.03 (3) and 978.04, Wis. Stats., and who has been hired by the District Attorney to perform the duties of an assistant district attorney.

1/4/2 District Attorney: in addition to the District Attorneys described by s. 978.01, Wis. Stats., the term includes any designee of the District Attorney for the purposes of contract administration. Such a designee for the purposes of contract administration will not include members of the bargaining unit except for an assistant district attorney who is designated a Special Prosecutor to act in the place of the District Attorney within the terms of Article I, Section 5 of this Agreement. Any assistant district attorney who is so appointed Acting District Attorney will not be a member of the bargaining unit during that period of appointment, but will return to his/her former position in the bargaining unit when the period of appointment has ended.

1/4/3 Employer: collectively refers to the State of Wisconsin and its agencies, including the Department of Administration, the ~~Department~~Office of State Employment Relations and the District Attorney Offices of the State. Reference to "Employer" in this Agreement will include any designees of the Employer by its agencies for the purposes of contract administration.

1/4/4 Prosecutorial Unit: the staff, operations and jurisdiction of a District Attorney Office.

## **Section 5 Governor and Court Appointments of Assistant District Attorneys**

1/5/1 A. Any assistant district attorney (ADA) who is appointed by a court of competent jurisdiction to act as a special prosecutor pursuant to s. 978.045, Wis. Stats., for the purpose of exercising the full range of responsibilities of the District Attorney in the supervision and management of the prosecutorial unit as a result of absence or incapacity of the District Attorney will be placed on an unpaid leave of absence as an assistant district attorney for the duration of the appointment if such appointment is or extends for one hundred and twenty (120) or more calendar days. Any ADA appointed by the Governor to fill a vacancy in an office of a District Attorney pursuant to ss. 17.03, 17.035, 17.05, 17.06 or 17.11, Wis. Stats. will be placed on an unpaid leave of absence for the duration of the gubernatorial appointment.



1/5/2 B. An assistant district attorney appointed under the circumstances as set forth in Subsection A above will submit written notification to the State Prosecutors Office, Department of Administration, within five (5) calendar days of the appointment. The notification must include a copy of the gubernatorial appointment or a copy of the court order specifying the reasons for and duration of the appointment.

1/5/3 C. An assistant district attorney placed on unpaid leave of absence under this Section will return to his/her former position, or one of like nature, in the prosecutorial unit in which he/she was employed as an ADA at the time of appointment upon termination of the appointment without loss of state, bargaining unit or prosecutorial unit seniority for the period of the appointment and he/she will receive a base pay rate calculated as if the employee were restored to a position in the classified service under s. ER 29.03 (7), Wis. Adm. Code, unless the individual files a declaration of candidacy for election to the office of District Attorney under s. 8.21, Wis. Stats., in which event the individual forfeits all rights to return under this section.

1/5/4 D. An assistant district attorney who is acting as Special Prosecutor under s. 978.045, Wis. Stats., due to any circumstances other than those set forth in Subsection A above will remain an assistant district attorney in the bargaining unit notwithstanding the appointment.

## ARTICLE II

### Association Security and Rights

#### Section 1 Bargaining Unit

2/1/1 With the exception of appointments of Deputy District Attorneys pursuant to s. 978.03, Wis. Stats., the Employer will give the Association advance notice of the creation of any attorney position identified as confidential, supervisor or management.

2/1/2 Where the Association questions the status of positions (other than Deputy District Attorney appointments pursuant to s. 978.03, Wis. Stats.) as supervisory, confidential or management and is unable to reach agreement with the Employer on the subject, the bargaining unit status of the position(s) will be resolved by the unit clarification procedures of the Wisconsin Employment Relations Commission (WERC) upon proper petition by the Association to the WERC.

#### Section 2 Association Activity

2/2/1 Bargaining unit employees or Association officers will not conduct any Association activity or Association business on State time except as authorized by specific provisions of this Agreement. Any union activity authorized by this Agreement will not interfere with the full and effective performance of the work duties of the employee.

#### Section 3 Dues and Fair Share Deduction

##### A. Dues Deduction:

2/3/1 Upon receipt of a voluntary written individual order from employees covered by this Agreement who are on the Department of Administration payroll, the Employer will deduct from the pay due such employee those dues required as the employee's voluntary membership in the Association. The voluntary written individual orders will be on forms provided by the Association that are consistent with this Agreement.

2/3/2 Such orders will be effective only as to membership dues becoming due after the date of delivery of such authorization to the payroll office of the employing unit. New individual orders will be made consistent with payroll procedures for deduction the following pay period. Such deductions will be made each pay period from

the employee's pay. Deductions will be made only when the employee has sufficient earnings to cover same after deductions for social security, federal taxes, state taxes, retirement, health insurance, income continuation insurance, and life insurance. Deductions will be in such amount as will be certified to the Employer in writing by the authorized representative of the Association.

2/3/3 New authorization cards must be submitted as indicated above by employees returning after a leave of absence without pay in excess of six (6) months. The Employer will remit all such deductions and a list of employees who had such deductions to the Association Treasurer within ten (10) days after the payday covering the pay period of deduction.

2/3/4 Such orders may be terminable in accordance with the terms of the order the employee has on file with the Employer. However, under no circumstances will an employee be subject to the deduction of membership dues without the opportunity to terminate his/her order at the end of any year of its life or earlier by the employee giving at least thirty (30) but not more than one hundred and twenty (120) days written notice to the Employer and the Association. The Employer will give notice to the Association of receipt of such notice of termination.

B. Fair Share Deduction:

2/3/5 Where a fair share certification is authorized by the Wisconsin Employment Relations Commission, the Employer agrees to deduct a "fair share" charge for the cost of the collective bargaining process and contract administration from the earnings of the employees in the unit who are not exempt from fair share by operation of deduction for the Association's membership dues as evidenced by an appropriate written order by an employee for deduction of those membership dues. The fair share charge will be a proportionate amount of the dues otherwise required of members of the Association. The Employer will commence deduction for fair share on the first feasible administrative pay date after the Association has notified it of the appropriate fair share charge in accordance with the provisions of this Agreement. The Employer will be given at least thirty (30) days advance notice in writing of any changes in fair share deduction amount for such changes to be effective at the next feasible administrative pay date.

2/3/6 The Association agrees to certify to the Employer only such proportionate fair share costs as are proper under law, and further agrees to abide by the decisions of the Wisconsin Employment Relations Commission and federal and state courts of competent jurisdiction in this regard. The Association will inform the Employer of any change in the amount of such fair share costs and certify that any such change of amount is proper under law. As part of its certification to the Employer of any proper fair share costs, the Association will provide to

the Department Office of State Employment Relations, Bureau of Labor Relations the same financial statement required by law to be provided to employees explaining the apportionment of fair share costs.

2/3/7 Fair share deductions will be made each pay period from the pay of appropriate employees on the Department of Administration payroll. Deductions will be made only when the employee has sufficient earnings to cover same after deductions for social security, federal taxes, state taxes, retirement, health insurance and life insurance. There will only be two (2) types of fair share deductions, one (1) for full-time employees and one (1) for less than full time employees. The Employer will remit all such deductions and a list of employees who had such deduction to the Association Treasurer within ten (10) days after the payday covering the pay period of deduction. The list will include the prosecutorial unit, name, amount deducted and will identify new additions to the list.

2/3/8 The Association will provide employees subject to fair share deduction, regardless of Association membership, with an internal mechanism within the Association, consistent with the requirements of state and federal law, which will allow employees the right to challenge the propriety of the fair share amount certified by the Association as the cost of representation allowed under law and which will provide for a reasonably prompt decision by an impartial decisionmaker regarding any such challenge. Such internal mechanism will also provide for the interest bearing escrow of any disputed fair share amounts and for the timely rebate of any and all monies to which employees are entitled as a result of a successful challenge to the Association's certified fair share amount.

2/3/9 One (1) month after the effective date of this Agreement, and each January 31 thereafter, unless mutually extended, the Association will provide to the Employer for inclusion as a payroll statement to employees subject to fair share an explanation of their rights with respect to the payment of fair share and the receipt of possible rebates and an explanation of the procedures for the resolution of disputes between the employee and the Association regarding the proper amount of such deductions. The Employer will also provide such information to newly hired employees in the unit who are subject to fair share. The Association will also timely inform the Employer of any changes to its procedures concerning fair share.

2/3/10 The Employer's duties with respect to the deduction of fair share from the earnings of employees under this section will be contingent upon the Association's fulfillment of its obligations under this section and the law.

C. Administrative Errors:

2/3/11 The Employer's obligation for the correction of administrative errors made by it will be limited to an appropriate adjustment in the affected employee's pay within sixty (60) days following the discovery of the

administrative error, but only if there are sufficient earnings to cover the adjustment after deductions for social security, federal taxes, retirement, health insurance and life insurance. The Employer will not be required to make adjustments in pay for errors made in reliance on any lists or certifications provided to it by the Association beyond a prospective corrections of the error itself within a reasonable period after the error has been brought to the Employer's attention.

**D. Indemnification:**

2/3/12 The Association will indemnify and save the Employer harmless against any and all claims, demands, suits, or other forms of liability, including court costs and attorney fees, which may arise out of, or occur by reason of, any action taken or not taken by the Employer for the purpose of complying with the provisions of this Section and in reliance on any lists or certifications which have been furnished to the Employer pursuant to this Article.

**Section 4 Printing of the Agreement**

2/4/1 The Employer agrees to print the Agreement after the Association has proof read and initialed each page. The Association will reimburse the Employer fifty percent (50%) of the cost of printing the Agreement. The Association will distribute copies of this Agreement to all employees covered by this Agreement.

**Section 5 Employee Lists**

2/5/1 Upon one (1) week advance notice from the Association to the State Prosecutors Office, but not more frequently than every three (3) months, the Employer agrees to furnish the Association with a list of employees in the bargaining unit. The list will show the names, seniority date, hourly base rate, prosecutorial unit, and employee designated mailing addresses of the employees involved. The parties agree that the above lists are for informational purposes only.

2/5/2 Each pay period, the State Prosecutors Office will provide the Association President with information on new hires and terminations of bargaining unit members. The information will be provided to the Association President at an address provided to the State Prosecutors Office by the Association. The information will be limited the employee's name and prosecutorial unit.

**Section 6 Association-Management Meetings**

2/6/1 At a mutually agreed upon time and place, no more frequently than every three (3) months, unless mutually agreed otherwise, and with advance notice of the agenda, the representatives of the ~~Department~~Office

of State Employment Relations and of Administration, and affected District Attorneys, will meet with representatives of the Association, not to exceed a total of three (3) Association representatives who are state employees. The purpose of such meetings will be to:

- A. Discuss the administration of the Agreement;
- B. Discuss with the Association changes in statewide non-bargainable conditions of employment contemplated by management, which may affect employees in the bargaining unit.
- C. Disseminate general information of interest to the parties;
- D. Give Association representatives the opportunity to express their views or make suggestions on subjects of interest to employees of the bargaining unit including, but not limited to, facilities, accommodations, alternative work patterns, and supportive services.

2/6/2 Association representatives who are members of the bargaining unit will receive time off with pay for time spent in such meetings during their regularly scheduled hours of employment. Any travel and subsistence expenses incurred will be the responsibility of the employee.

**Section 7 Bulletin Boards**

2/7/1 Where the District Attorney has control of bulletin board space in the office area, he/she will make available an amount of space for the posting of Association notices. The amount of space made available for posting will be within the discretion of the District Attorney, giving consideration to space requirements of the bulletin board for other purposes. Association notices will relate to the Association's business, matters of interest to the members of the Association, or such other subjects as the Association and the Employer, including the District Attorney, may from time to time agree. However, no political campaign literature or material detrimental to the Employer or the Association will be posted.

**Section 8 E-Mail**

2/8/1 Union officers and representatives may use their existing state assigned e-mail for communication concerning official union business related to state employment. Members may use their existing state assigned e-mail for communications with their officers and representatives concerning official union business related to state employment. Such use shall not interfere with or disrupt normal business. No political campaign literature or material detrimental to management or the union shall be distributed. ~~This provision shall expire with the expiration of the 2001-03 Agreement.~~

## ARTICLE III

### Management Rights

3/1/1 It is understood and agreed by the parties that management possesses the sole right to operate its prosecutorial units so as to carry out the constitutional and statutory mandates and goals assigned to the units, and that all management rights repose in management.

3/1/2 These management rights include but are not limited to the right:

A. To the executive management and administrative control of the District Attorney Offices of the State.

B. To utilize personnel, methods, and means in the most appropriate and efficient manner possible as determined by management.

C. To manage and direct the employees of the prosecutorial units.

D. To determine the duties, qualifications and requirements for positions within the prosecutorial units.

E. To determine the allocation and assignment of work, including case assignment, among the employees of the prosecutorial units.

F. To establish and maintain evaluation standards and procedures for assessing the qualifications and competency of its employees.

G. To appoint, hire, promote, transfer, assign or retain employees in positions within the prosecutorial units.

H. To establish reasonable work rules and rules of conduct.

I. To suspend, discharge or take other appropriate disciplinary action against employees for just cause, including, but not limited to, disciplinary reduction in base pay.

J. To determine the size and composition of the work force; to establish new jobs and abolish or change existing jobs; and to lay off employees in the event of lack of work or funds or under conditions where continuation of such work would be inefficient and/or nonproductive.

K. To determine the mission of the prosecutorial units and to carry out its programs, utilizing methods and means necessary to efficiently fulfill that mission and carry out those programs, including the contracting out for or the transfer, alteration, curtailment or discontinuance of any programs or services.

L. To establish policies, practices and procedures relating to original appointments specifically including recruitment, examinations, certifications, appointments, and policies with respect to probationary periods and appointments.

3/1/3 The exercise of all management rights by the State, including the adoption and change of policies, rules and practices in the furtherance of its rights, and the use of judgment and discretion in carrying out its rights, will be limited only by and to the extent of specific and express terms of this Agreement, and then only to the extent that such specific and express terms are consistent with the Constitution and laws of the State of Wisconsin and the United States.

3/1/4 The Association and the Employer agree that the language of the Agreement will be interpreted and applied in a manner consistent with the effectuation of the requirements of the Americans with Disabilities Act.

3/1/5 It is understood and agreed by the parties that none of the management rights noted above or any other management rights will be subjects of bargaining during the term of this Agreement. Additionally, it is recognized by the parties that the Employer is prohibited from bargaining on subjects prohibited by law.



## ARTICLE IV

### Grievance Procedure

#### Section 1 Definition

4/1/1 A grievance is defined as, and limited to, a written complaint involving an alleged violation of the specific terms of this Agreement.

4/1/2 A grievance will contain a clear and concise statement of the grievance by indicating the issue involved, the relief sought, the date the incident or violation took place, and the specific section or sections of the Agreement involved. In a one (1) step grievance procedure, the grievance will be filed with the District Attorney or his/her designee. In a two (2) step grievance procedure, the grievance will be filed with the individual designated by the District Attorney as the first step management representative. The grievance will be presented in quadruplicate (on forms furnished by the Employer to the Association and any prospective grievant) and signed and dated by the employee (s). The grievant must also present a copy of the grievance to the State Prosecutors Office by certified mail - return receipt requested, and postmarked within three (3) working days of filing at the initial step.

4/1/3 An employee may choose to have his/her designated Association representative represent him/her at any step of the grievance procedure. Individual employees or groups of employees will also have the right to present grievances in person or through other non-Association representatives of their own choosing at any step of the grievance procedure excluding arbitration, provided that the designated Association representative has been afforded the opportunity to be present and to participate and that any settlement reached is not inconsistent with the provisions of this Agreement. If an employee files a grievance without first having notified the Association, the Employer representative to whom such grievance is brought will immediately notify the designated Association representative and no further discussion will be had on the matter until the designated Association representative has been given notice and an opportunity to be present.

4/1/4 All grievances must be presented no later than thirty (30) calendar days from the date the grievant first became aware of, or should have become aware of with the exercise of reasonable diligence, the cause of such grievance.

## Section 2 Steps

**4/2/1 District Attorney's Establishment of Steps:** A District Attorney may designate one (1) or more Deputy District Attorneys as the first step of the grievance procedure with the District Attorney as the second step. Any establishment of a two (2) step procedure will be made by the District Attorney with sixty (60) calendar days advance notice in writing to the Association, and to the employees in the method by which changes in office policies are normally communicated to the employees. The District Attorney may similarly rescind the establishment of a two step procedure. In the absence of a designation of a two (2) step procedure, there will be only one (1) step, which will be to the District Attorney or designee.

**4/2/2 Step One:** Within seven (7) calendar days of receipt of the written grievance from the employee or his/her representative, the District Attorney or designee will schedule a conference with the employee, the employee's non-Association representative (if any), and the representative of the Association (as the Association may elect), to hear the grievance and return a written answer to the employee and the representatives within seven (7) calendar days of the conference.

**4/2/3 Step Two:** If the District Attorney has established a two (2) step procedure and the employee is dissatisfied with the answer in Step One, the grievance, to be considered further, must be appealed to the District Attorney or designee within seven (7) calendar days from receipt of the answer in Step One. The District Attorney or designee will confer with the employee, the employee's non-Association representative (if any) and the representative of the Association (as the Association may elect) and attempt to resolve the grievance. A written answer will be placed on the grievance by the District Attorney or designee and returned to the employee and the appropriate representatives within fourteen (14) calendar days from receipt of the appeal to the second step.

**4/2/4 Arbitration:** Grievances involving discharges under this Agreement which have not been settled under the foregoing procedure must be appealed to arbitration within fifteen (15) calendar days from the date of the answer at the final step of the grievance procedure in the District Attorney's office or the grievance will be considered ineligible for appeal to arbitration. All other grievances which have not been settled under the foregoing grievance procedure may only be appealed to arbitration within thirty (30) calendar days from the date of the answer at the final step or it will be considered ineligible for appeal to arbitration. Appeals to arbitration must be in writing to the State of Wisconsin's Department Office of State Employment Relations, Bureau of Labor Relations, with a copy of the grievance attached to the appeal. If an unresolved grievance is not appealed to arbitration, it will be considered terminated on the basis of the last step answers of the Employer without prejudice or precedent in the resolution of future grievances. The issue as stated in the last step will

constitute the sole and entire subject matter to be heard by the arbitrator, unless the parties agree to modify the scope of the issue at the hearing.

**4/2/5** For the purpose of selecting an impartial arbitrator, representatives of the Association and the State of Wisconsin, represented by its ~~Department~~Office of State Employment Relations, Bureau of Labor Relations will confer within seven (7) calendar days from the date of the written appeal of the grievance to arbitration. If the parties are unable to agree on an impartial arbitrator within the seven (7) calendar day period, the appropriate representatives of the parties or party, acting jointly or separately, will request the Wisconsin Employment Relations Commission to submit a panel of arbitrators for selection of an arbitrator by the parties in accordance with the procedures established by the Wisconsin Employment Relations Commission. The parties will determine who strikes first by coin toss.

**4/2/6** Where two (2) or more grievances are appealed to arbitration, an effort will be made by the parties to agree upon the grievances to be heard by any one (1) arbitrator. On the grievances where agreement is not reached, a separate arbitrator will be appointed for each grievance. The cost of the arbitrator and expenses of the hearing, including a court reporter if requested by either party, will be shared equally by the parties. Each of the parties will bear the cost of their own witnesses except that state employees called as witnesses will be in pay status and their pay will not be taxed to either party where the arbitrator rules their testimony is relevant; however, the Employer is not required to pay any overtime or travel expense of any such witness. On grievances where the arbitrability of the subject matter is an issue, the arbitrator will determine the question of arbitrability prior to his/her hearing the merits of the grievance.

**4/2/7** The arbitrator will only have authority to determine compliance with the provisions of this Agreement. The arbitrator will not have jurisdiction or authority to add to, amend, modify, nullify, or ignore in any way the provisions of this Agreement and will not make any award which in effect would grant the Association or the Employer any matters which were not obtained in the negotiation process.

**4/2/8** The arbitrator will render a decision, when possible, within thirty (30) calendar days following the hearing if no briefs are filed or within thirty (30) calendar days of receipt of the briefs submitted by the parties.

**4/2/9** The decision of the arbitrator will be final and binding on both parties to this Agreement.

### **Section 3 Time Limits**

4/3/1 In the event that an individual designated by management for the appropriate grievance step is absent from the office for a period in excess of the time limits for the filing of a grievance at that step, the grievance will be held in abeyance for up to thirty (30) calendar days or for seven (7) calendar days after the return of the appropriate individual, whichever is earlier.

4/3/2 Grievances not appealed within the designated time limits in any step of the grievance procedure will be considered as having been adjudicated on the basis of the last preceding Employer answer. Grievances not answered by the Employer within the designated time limits in any step of the grievance procedure may be appealed to the next step within seven (7) calendar days of the expiration of the designated time limits. The parties may, however, mutually agree in writing to extend the time limits in any step of the grievance procedure.

4/3/3 If the Employer representative with whom a grievance appeal must be filed is located in a city other than that in which the grievance was processed in the preceding step, the mailing of the grievance appeal form will constitute a timely appeal if it is postmarked within the appeal period. Likewise, when an Employer answer must be forwarded to a city other than that in which the Employer representative works, the mailing of the answer will constitute a timely response if it is postmarked within the answer period.

### **Section 4 Retroactivity**

4/4/1 Settlement of grievances may or may not be retroactive as the equities of particular cases may demand. In any case, where it is determined that the award should be applied retroactively, the maximum period of retroactivity allowed will be a date not earlier than thirty (30) calendar days prior to the date of initiation of the written grievance in Step One. Employees who voluntarily terminate their employment will have their grievances immediately withdrawn and will not benefit by any later settlement or award of a group grievance. A retirement will not be considered a voluntary termination for purposes of this provision.

### **Section 5 Grievance Representatives**

4/5/1 The Association will designate not more than thirty (30) bargaining unit members as grievance representatives. The Association will notify the State Prosecutors Office/Department of Administration (SPO/DOA) in writing of the names of the grievance representatives and will establish jurisdictional areas within thirty (30) calendar days after the effective date of this Agreement. Any changes will be forwarded to the SPO/DOA by the Association.

## **Section 6 Exclusive Procedure**

4/6/1 The grievance procedure set out above will be exclusive and will replace any other grievance procedure or appeal procedure for adjustment of any disputes arising from the application and interpretation of this Agreement, with the exception of the denial of claims for s. 230.36, Wis. Stats., benefits, for which the sole appeal process will be as provided under s. 230.36 (4), Wis. Stats.

## **Section 7 Processing Grievances**

4/7/1 Grievance representatives and grievants will be permitted a reasonable amount of time to consult with each other for the purposes of preparing or processing grievances or potential grievances during regularly scheduled hours of employment provided that there is no unreasonable interference with work operations and the supervisor is notified of the employees' location; and, further provided, that such activity not involve the crossing of more than one (1) county line or travel of more than seventy-five (75) road miles (one way), whichever is greater, by either the grievant or the grievance representative.

4/7/2 Association officers who are members of the bargaining unit will have the right to file an Association grievance when any provision of Article II, Sections 2, 3, 4, 5 and 6, and any provisions under this contract where the Employer is required to provide notice to the Union is alleged to have been violated. Association grievances must be filed with the Administrator of the Bureau of Labor Relations/~~Department~~Office of State Employment Relations instead of the steps identified in Section 2 of this Article. Association grievances must be so designated at the Department step and must comply with all other requirements of Article IV.

4/7/3 Grievances which cover more than one (1) employee under like circumstances and facts within a single District Attorney's Office are group grievances and must be so designated at the initial step of the grievance procedure. A group grievance must set forth the names of the employees covered by the group grievance. Relief is restricted to those employees identified by name in the group grievance. Unless the District Attorney agrees otherwise, only one (1) grievant at any given step, designated as spokesperson for the group, will participate without loss of pay in the grievance conference. Group grievances must comply with all other requirements of Article IV, except that the signature of the listed grievants is not required.

4/7/4 The Employer is not responsible for any compensation of employees or Association representatives for time spent processing grievances outside their regularly scheduled hours of employment. The Employer is also not responsible for any travel or subsistence expenses incurred by grievants or Association representatives in the processing of grievances.

## **Section 8      Discipline**

**4/8/1** The parties recognize the authority of the District Attorney to reprimand, suspend, discharge or take other appropriate disciplinary action against employees for just cause, including, but not limited to, a disciplinary reduction in base pay. Under no circumstances, however, will case assignment by the District Attorney be considered a disciplinary action under this Agreement, and the exercise of the District Attorney's discretion in the area of case assignment will not be subject to arbitration.

**4/8/2** Assistant District Attorneys enforce criminal and other statutes, are exposed to public scrutiny and have substantial discretion with regard to the decision to prosecute any member of the public. Therefore, an Assistant District Attorney occupies a position of public trust that requires adherence to a high standard of conduct. Acts of misconduct with regard to which an Arbitrator will be required to uphold a discharge decision of a District Attorney include conviction of a felony or a conviction of a violation of Chapter 961, Wis. Stats., which is punishable by incarceration of six months or more, absent proof of differential treatment by the District Attorney that cannot otherwise be reasonably distinguished.

**4/8/3** An Assistant District Attorney is required to promptly report to the District Attorney any criminal arrest or conviction.

**4/8/4** Prior to a pre-disciplinary ("Loudermill") meeting, a District Attorney will notify the employee of the subject matter of the meeting, including that it is a pre-disciplinary meeting. If the employee requests the representation of the Association for the meeting, the District Attorney will notify the jurisdictional Association representative or, if such a representative is not available to be contacted, the President of the Association regarding the employee's request. If an Association representative is unavailable for the date set for the meeting, the District Attorney and the President will attempt to establish a mutually agreeable date and/or time not more than five days from the date of the notice of the meeting to the employee. In the event that the District Attorney and the President cannot agree on an alternative date and/or time, the District Attorney will schedule the meeting for a date and time that assures a prompt meeting.

**4/8/5** The Employer will notify the employee in writing of the imposition of any discipline, excluding verbal reprimands, with the reasons therefor as part of the discipline.

**Section 9      Disciplinary Action by Wisconsin Supreme Court or Its Agents**

A.      Notification of District Attorney of Investigation or Discipline by Wisconsin Supreme Court or its Agents.

4/9/1    An assistant district attorney who is investigated by the Wisconsin Supreme Court or its agents is obligated to inform his/her District Attorney of the investigation at the earliest possible time as allowed by the Court's rules and no later than the filing of charges by the Court or its agents. An assistant district attorney who is disciplined by the Court or its agents is obligated to inform his/her District Attorney of the disciplinary action at the time that the assistant district attorney is notified of the imposition of discipline, unless prohibited by Court rule. This provision will apply to investigative and disciplinary actions by the Court or its agents with respect to any conduct by the assistant district attorney, whether or not related to his or her duties as an assistant district attorney.

B.      License Suspension.

4/9/2    In the event that an assistant district attorney's license to practice law is suspended by the Wisconsin Supreme Court or its agents, the attorney will be placed on unpaid leave until such time as the attorney presents adequate evidence that the suspension has been completed and the license to practice law reinstated, unless the attorney has been discharged for just cause or is still on a disciplinary suspension for just cause. The attorney may use appropriate accumulated paid leave to cover the period of his or her unpaid leave that is not part of any discipline by the District Attorney. In the event that the Court subsequently rules that the suspension was an error for which the assistant district attorney was not responsible, the Employer will restore the employee's back pay, seniority and benefit levels for the period of the unpaid leave.

4/9/3    Any employment discipline by the District Attorney for a disciplinary action by the Court or its agents will only be for just cause; however, unpaid leave status pending completion of a suspension of a license or reinstatement of a license after suspension is not discipline and is not arbitrable.

C.      License Revocation.

4/9/4    Revocation of the license to practice law will constitute grounds for summary discharge without appeal to arbitration.

D. Reservation of Rights.

4/9/5 The provisions of this section will not be construed to waive any right of the District Attorney to discipline attorneys for just cause for actions constituting breach of the Code of Professional Responsibility as part of or in the absence of action by the Wisconsin Supreme Court or its agents.

**Section 10 Exclusion of Probationary Employees**

4/10/1 Notwithstanding Sections 8 and 9 above, the retention or release of employees during the continuous twelve (12) month period stated in s. 230.34 (1)(a), Wis. Stats., or the ninety (90) day period specified in Article VI, Section 18 and Article X, Sections ~~3~~ and 6 of this Agreement will not be subject to the just cause standard and such actions are not subject to the grievance and arbitration procedure.

4/10/2 Notwithstanding Sections 8 and 9 above, the retention or release of employees during the six month period specified in Article X, Sections 3 and 5 will not be subject to the just cause standard nor the grievance and arbitration procedure. The Association reserves all other legal rights to enforce Article X, Section 3 and 5, including by way of example but without limitation, a claim pursuant to Sec. 111.84(1)(e), Stats.

4/10/23 If an employee is granted a leave of absence while the employee is serving a probationary period [e.g., the continuous twelve (12) month period of employment specified in s. 230.34(1)(a), Wis. Stats.; ~~one~~ of the ninety (90) day periods specified under Article VI, Section 18 or Article X, Sections 3 and 6 of this Agreement; or one of the six (6) month periods specified under Article X, Sections 3 and 5], the probationary period shall be extended by the length of the employee's leave of absence.



**[ARTICLE V 2001-03 Wage Language**

**Section 1 Multiple Pay Adjustments**

*5/1/1 Unless otherwise specified in this Agreement, multiple pay adjustments with the same effective date will be applied in an order consistent with the order of pay adjustments for analogous personnel transactions in the classified service under s. ER 29.04, Wis. Adm. Code.*

**Section 2 Wage Adjustments**

**5/2/1 A. Employees Ineligible for a Wage Adjustment:**

1. *Any employee whose pay upon appointment was set in recognition of a previously earned rate that included a FY 2001-2002 general wage adjustment provided under another state employee labor agreement or compensation plan will not be eligible for the FY 2001-2002 general wage adjustment provided under C. of this Section.*

2. *Any employee whose pay upon appointment was set in recognition of a previously earned rate that included a FY 2002-2003 general wage or merit adjustment provided under another state employee labor agreement or the compensation plan will not be eligible for the merit adjustment provided under D. of this Section.*

3. *Any employee who is serving the first six (6) months of continuous employment as an Assistant District Attorney on the effective date of the merit adjustment under D. of this Section will not be eligible for the FY 2002-2003 merit adjustment.*

**B. One-Time \$150.00 Lump Sum Payment**

*All employees in pay status on the effective date of the contract are eligible to receive a one-time lump sum payment for Continuing Legal Education (CLE). Payment will be made as soon as administratively feasible.*

**C. FY 2001-2002 General Wage Adjustment**

1. *Effective the first day of the pay period following the effective date of the Agreement, each eligible employee in pay status on that date will receive a base pay adjustment equal to \$0.326 per hour. This adjustment is subject to the pay range maximum of the FY 2001-2002 pay schedule set forth in Appendix A/II.*

2. *Pay Schedule Implementation: Effective the first day of the pay period following the effective date of the Agreement, the FY 2001-2002 pay schedule specified in Appendix A/II., is implemented.*

**D. FY 2002-2003 General Wage Adjustment**

*Effective the first day of the pay period following the effective date of the Agreement, the Employer will provide the following wage adjustment.*

1. *Each employee in pay status on the effective date of the Agreement will receive a General Wage Adjustment of \$0.658 per hour, subject to the pay range maximum of the FY 2002-2003 pay schedule set forth in Appendix A/III.*

2. *Pay Schedule Implementation: Effective the first day of the pay period following the effective date of the Agreement, the FY 2002-2003 pay schedule specified in Appendix A/III., will be implemented.*

3. *Market Adjustment: Each employee in pay status on the effective date of the Agreement is eligible to receive a market adjustment based on the employee's full years of state continuous service on December 29, 2002, according to the table below. This adjustment is subject to the pay range maximum of the FY 2002-2003 pay schedule set forth in Appendix A/III:*

<i>Full Years of Continuous State Service as of December 29, 2002</i>	<i>Market Adjustment Amount</i>
<i>0-4 years</i>	<i>\$0.270 per hour</i>
<i>5-9 years</i>	<i>\$0.469 per hour</i>
<i>10-14 years</i>	<i>\$0.669 per hour</i>
<i>15 or more years</i>	<i>\$0.840 per hour</i>

*There is no annualized lump sum payment provision for the amount of the market adjustment that exceeds the June 30, 2002 pay range maximum.*

4. *Merit Adjustment:*

*Each eligible employee in pay status on the first day of the pay period following the effective date of the Agreement, will be considered for a merit adjustment based on the employee's performance as evaluated by the Employer. The merit adjustments are subject to the merit generation and distribution restrictions specified in E. of this Section. This merit adjustment is subject to the pay range maximum of the FY 2002-2003 pay schedule set forth in Appendix A/IV.*

5. *Pay Schedule Implementation: The FY 2002-2003 pay schedule effective, specified in Appendix A.IV., is implemented.*

E. *Merit Generation and Distribution:*

1. *Each employee in pay status on the first day of the pay period following the effective date of the Agreement, with the exception of any ineligible employees specified in A./2. of this Section, will generate \$0.853 per hour for distribution as merit adjustments.*

2. *Neither the amount of the merit adjustment provided in accordance with 1., above, nor the evaluation is grievable, except by an employee who is granted less than sixty-five percent (65%) of the merit amount generated by that employee. In such case, the employee may grieve the reasonableness of the amount of the merit adjustment granted.*

3. *Generation and distribution of funds for merit adjustment will be by prosecutorial unit.*

4. *Where the prosecutorial unit has two (2) or more Assistant District Attorneys eligible for a merit adjustment, the appointing authority will distribute all monies generated for the merit adjustment. In implementing the merit distribution, each appointing authority will exercise reasonable discretion.*

**Section 3 Lump Sum Wage Payment to Compensate for Delay in FY 2001-2002 and 2002-2003 Wage Adjustments Provided Under Section 2.**

5/3/1 A. *A lump sum wage payment will be paid to each employee who receives a FY 2001-2002 and 2002-2003 general wage adjustments under Sections 2/C. and D. of this Article. This lump sum wage payment will be the total hourly amount an employee receives as a FY 2001-2002 and 2002-2003 general wage adjustment, multiplied by all hours in pay status in an Assistant District Attorney position from July 1, 2001, through the effective date of the Agreement for the general wage adjustment provided under Section 2/C./1. and from June 30, 2002, through the effective date of the Agreement for the general wage adjustment provided under Section 2/D./1.*

B. *A lump sum wage payment will be paid to each employee who received a FY 2002-2003 market adjustment provided under Section 2/D./3. This lump sum wage payment will be equal to the total hourly amount an employee receives as a FY 2002-2003 market adjustment provided under Section 2/D./3., multiplied by all hours in pay status in an Assistant District Attorney position from December 29, 2002 through the effective date of the Agreement.*

C. *A lump sum wage payment will be paid to each employee who receives a FY 2002-2003 merit adjustment provided under Section 2/D./4. This lump sum wage payment will be equal to the total hourly amount an employee receives as a FY 2002-2003 merit adjustment provided under Section 2/D./4., multiplied by all hours in pay status in an Assistant District Attorney position from April 6, 2003 through the effective date of the Agreement.*

D. *The lump sum wage payments provided in A., B., and C. of this Section will be paid in a separate check as soon after the effective date of the Agreement as is administratively feasible.*

E. *Any employee who is on an unpaid leave of absence (LOA) as of the first day of the pay period following the effective date of the Agreement will be granted the lump sum wage payment provided under A., B., or C. of this Section, subject to the following restrictions:*

1. *The employee must return from the LOA to pay status in a position in the bargaining unit during the term of this Agreement.*

2. *The employee will not receive a lump sum wage payment under this Section until he or she returns to pay status in a position in the bargaining unit.*

**Section 4** *FY 2001-2002 and 2002-2003 Annualized General Wage Adjustment Payment*

5/4/1 A. *On the effective date of the general wage adjustment provided under Sections 2./C. and 2./D. of this Article, any employee, who is otherwise eligible for a general wage adjustment, will be granted an annualized general wage adjustment payment, as calculated in C., below, if either of the following conditions apply:*

1. *Effective the first day of the pay period following the effective date of the Agreement:*
  - a. *The employee could not receive the general wage adjustment of \$0.326 per hour in Section 2/C./1. due solely to the pay range maximum limitation.*
  - b. *The employee did not receive the full general wage adjustment of \$0.326 per hour in Section 2/C./1. because of the pay range maximum limitation.*
  - c. *The employee could not receive the general wage adjustment of \$0.658 per hour in Section 2/D./1. due solely to the pay range maximum limitation.*
  - d. *The employee did not receive the full general wage adjustment of \$0.658 per hour in Section 2/D./1. because of the pay range maximum limitation.*

B. *The amount of the annualized general wage adjustment payment is subject to the following restrictions:*

1. *For employees who qualify for an annualized general wage adjustment payment under the circumstances described in A./1./a., of this Section, the hourly amount used in calculating an annualized general wage adjustment payment will equal the full general wage adjustment (\$0.326 per hour).*
2. *For employees who qualify for an annualized general wage adjustment payment under the circumstances described in A./1./b., of this Section, the hourly amount used in calculating an annualized general wage adjustment payment will equal the difference between the full general wage adjustment (\$0.326 per hour) and the partial general wage adjustment the employee actually received.*
3. *For employees who qualify for an annualized general wage adjustment payment under the circumstances described in A./ 1./c., of this Section, the hourly amount used in calculating an annualized general wage adjustment payment will equal the full general wage adjustment (\$0.658 per hour).*
4. *For employees who qualify for an annualized general wage adjustment payment under the circumstances described in A./1./d., of this Section, the hourly amount used in calculating an annualized general wage adjustment payment will equal the difference between the full general wage adjustment (\$0.658 per hour) and the partial general wage adjustment the employee actually received.*

C. *Annualized general wage adjustment payments will be calculated by multiplying the hourly amount determined to be appropriate for the employee in accordance with B./1., B./2., B./3. or B./4. of this Section, multiplied by 2088. For permanent part-time employees, annualized general wage adjustment payments will be prorated on the basis of the employee's budgeted percentage of full-time equivalency (FTE) on the effective date of the general wage adjustment.*

D. Any employee who is on an approved unpaid leave of absence (LOA) as of the effective date of the general wage adjustment and who qualifies for an annualized general wage adjustment payment will be granted such payment, subject to the following restrictions:

1. The employee must return from the LOA to pay status in a position in the bargaining unit during the term of the Agreement.

2. The employee will not receive an annualized general wage adjustment payment until he or she returns to pay status in a position in the bargaining unit.

#### **Section 5 FY 2002-2003 Annualized Merit Payments**

5/5/1 A. On the effective date of the merit adjustment provided under Section 2/E./1. of this Article, any employee, who is otherwise eligible for a merit adjustment, will be granted an annualized merit payment, as calculated in C., below, if either of the following conditions apply:

1. The employee could not receive a merit adjustment due solely to the pay range maximum limitation.

2. The employee is granted a merit adjustment, but the amount granted was less than the merit adjustment amount determined appropriate by the appointing authority due solely to the pay range maximum limitation.

B. The amount of any annualized merit payment is subject to the following restrictions:

1. For employees who qualify for an annualized merit payment under the circumstances described in A./1. of this Section, the hourly amount used in calculating an annualized merit payment will equal the amount of merit adjustment the appointing authority would have granted the employee (subject to the restrictions set forth in Section 2./E. of this Article), if the employee could have received a merit adjustment.

2. For employees who qualify for an annualized merit payment under the circumstances described in A./2. of this Section, the hourly amount used in calculating an annualized merit payment will equal the difference between the merit adjustment the appointing authority would have granted the employee (subject to the restrictions set forth in Section 2/E. of this Article) and the merit adjustment the employee actually received.

C. Annualized merit payments will be calculated by multiplying the hourly amount determined to be appropriate for the employee in accordance with B./1. or B./2. of this Section, multiplied by 480. For permanent part-time employees, annualized merit payments will be prorated on the basis of the employee's budgeted percentage of full-time equivalency (FTE) on the effective date of the merit adjustment.

D. The sum of the hourly amounts used as the basis for calculating any annualized merit payments granted will be subtracted from the corresponding merit adjustment funds generated pursuant to Section 2/E./1. of this Article.

*E. Any employee who is on an approved unpaid leave of absence (LOA) as of the effective date of the merit adjustment and who qualifies for an annualized merit payment will be granted an annualized merit payment, subject to the following restrictions:*

*1. The employee must return from the LOA to pay status in a position in the bargaining unit during the term of the Agreement.*

*2. The employee will not receive an annualized merit payment until he or she returns to pay status in a position in the bargaining unit.*

*3. The hourly merit adjustment amount used to calculate an employee's annualized merit payment will be limited to the amount that would have been generated by the employee pursuant to Section 2./E./1. of this Article.]*

**The above language is included in the contract for historical purposes only.**

## ARTICLE V

### Wages

#### Section 1 Multiple Pay Adjustments

5/1/1 Unless otherwise specified in this Agreement, multiple pay adjustments with the same effective date will be applied in an order consistent with the order of pay adjustments for analogous personnel transactions in the classified service under s. ER 29.04, Wis. Adm. Code.

#### Section 2 Wage Adjustments

##### 5/2/1 A. Employees Ineligible for a Wage Adjustment:

1. Any employee whose pay upon appointment was set in recognition of a previously earned rate that included a FY 2004-2005, June 27, 2004, general wage adjustment or equivalent adjustment, provided under another state employee labor agreement or the compensation plan will not be eligible for the wage adjustments provided under C. of this Section.

##### B. FY 2003-2004 General Wage Adjustment (GWA)

1. There is no GWA provided for Fiscal Year 2003-2004.
2. Pay Schedule Implementation: Effective the first day of the pay period following the effective date of this Agreement, the pay schedule in Appendix A/I. is implemented.

##### C. FY 2004-2005 General Wage Adjustment (GWA)

Effective June 27, 2004, the Employer will provide the following wage adjustments in the order set forth below:

1. Each employee in pay status on the June 27, 2004, will receive a GWA equal to one-percent (1.00%) of their current base pay rate, subject to the pay range maximum of the FY 2004-2005 pay schedule set forth in Appendix A/II. An annualized GWA lump sum payment is provided for any employee who is not able to receive any or all of the one-percent (1.00%) GWA, due to the pay range maximum limitation. Any necessary annualized GWA lump sum payment will equal the difference between the value of (1.00%) GWA and the amount actually received as a base pay increase, multiplied by the 2088. For permanent part-time employees, annualized GWA lump sum payments will be prorated on the basis of the employee's budgeted percentage of full-time equivalency (FTE) on June 27, 2004.

2. Each employee in pay status on the June 27, 2004, will receive a GWA of ten cents (\$0.100) per hour, subject to the pay range maximum of the FY 2004-2005 pay schedule set forth in Appendix A/II. An annualized GWA lump sum payment is provided for any employees who is not able to receive any or all of the GWA \$0.10 per hour adjustment, due to the pay range maximum limitation. Any necessary annualized GWA lump sum payment will equal the difference between the \$0.100 GWA and the amount actually received as a base pay increase, multiplied by 2088. For permanent part-time employees, annualized GWA lump sum payments will be prorated on the basis of the employee's budgeted percentage of full-time equivalency (FTE) on the June 27, 2004.

3. Each employee in pay status on the June 27, 2004, will receive a GWA lump sum payment of \$250.00, prorated by budgeted FTE on June 27, 2004. Payment will be made as soon as administratively feasible.

4. Pay Schedule Implementation: Effective June 27, 2004, the FY 2004-2005 pay schedule in Appendix A/II., is implemented.

**Section 3 Lump Sum Wage Payment to Compensate for Delay in Wage Adjustment Implementation**

5/3/1 A. No lump sum wage payment for delay in implementation of wage adjustments is necessary in this Agreement.

B. Any employee who is on an unpaid leave of absence (LOA) on the effective date of the Wage adjustments provided under Section 2., C., above, will be granted lump sum wage payments provided under Section 2.C., subject to the following restrictions:



1. Except as noted in 2., below, the employee must return from the LOA to pay status in a position in the bargaining unit during the term of this Agreement.

2. The employee will not receive the lump sum wage payment in Section 2., C., 3., above, until he or she returns to pay status in a position in the bargaining unit.