

**2003-2005 LABOR AGREEMENT
ASSOCIATION OF STATE PROSECUTORS
SUMMARY OF CHANGES**

The following is a summary of the changes to the 2003-2005 Association of State Prosecutors (ASP) labor agreement. Language provided in the Summary of Changes column is paraphrased only. Consult the 2003-2005 ASP Agreement for the complete provisions.

<u>ARTICLE</u>	<u>SECTION</u>	<u>SUMMARY OF CHANGES</u>
<u>II</u>		<u>ASSOCIATION SECURITY AND RIGHTS</u>
	2/8/1	<u>E-Mail</u> : Sunset provision is removed.
<u>IV</u>		<u>GRIEVANCE PROCEDURE</u>
	4/10/2	<u>Exclusion of Probationary Employees</u> : Notwithstanding 4/8 and 4/9, the retention or release of employees during the six month period specified in 10/3 (transfer to avoid layoff) and 10/5 (recall to another prosecutorial unit) will not be subject to the just cause standard nor the grievance and arbitration procedure. The Association reserves all other legal rights to enforce 10/3 and 10/5 including by way of example but without limitation, a claim pursuant to Sec 111.84(1)(e), Stats.
	4/10/3	<u>Probationary Employees/Leave of Absence</u> : If an employee is granted a leave of absence while the employee is serving a probationary period specified under 10/3 or 10/5, the probationary period shall be extended by the length of the employee's leave of absence.
<u>VI</u>		<u>EMPLOYEE BENEFITS</u>
	6/2	<u>Health Insurance</u> : Effective January 1, 2004, the Employer will implement a three-tier health insurance plan. The Employer will pay 50% of the total monthly premium for employees appointed to work 600-1044 hours.
	6/6/1/A. 2.	<u>Sick Leave Accrual</u> : Sick leave will accrue during any period of absence without pay or for any hours in excess of 80 hours per biweekly period of service except as provided in 10/1 (temporary layoff).
	6/6/4 – 6/6/7/F.	<u>Supplemental Health Insurance Conversion Credits</u> : SHICC will be available to eligible employees who retire or are laid off or for the surviving insured dependents of employees who die while in the service or while laid off. Credits will be available until exhausted or the laid off employee accepts other employment with a comparable health insurance plan. Credits will be converted using the employee's highest base pay rate while in state service.
	6/7/6 F.	<u>Annual Vacation Leave</u> : Employees eligible for 216 hours of annual leave may elect 120 hours or prorated portion as annual leave, credit for termination leave, accumulated sabbatical leave, or 40 hours in cash during the year earned.

<u>ARTICLE</u>	<u>SECTION</u>	<u>SUMMARY OF CHANGES</u>
<u>X</u>	6/10/6	<u>Differential pay, sick leave, and annual leave for employees activated into certain federal service:</u> Employees activated to serve on military duty or in the US Public Health service will be paid his/her state salary less any military pay and housing allowance unless the pay and housing allowance exceed the state salary. Employees shall accumulate sick leave and annual leave as though there is no interruption in service subject to the listed conditions. The employee shall receive the pay and benefits for not more than 179 days. By executive order, the Governor may extend the period that the employee may receive the pay and benefits. No employee is eligible to receive the pay and benefits for any service prior to January 1, 2003.
	6/14/1 A.	<u>Holidays:</u> Updated dates are provided for paid holidays.
	6/14/4 4.	<u>Personal Holiday:</u> Effective CY 2004, employees earn an additional personal holiday each year in recognition of Veterans Day.
	6/21/3	<u>Catastrophic Leave:</u> Transfer of catastrophic leave donations between covered employees in different agencies may occur with the affected agencies approval. Covered employees means any state employee having access to a Catastrophic Leave Program excluding employees in positions under s. 230.08(cm), (d) and (k), Wis. Stats., unless approved or authorized by the UW Board of Regents, unclassified employees of the State of Wisconsin Investment Board and elected officials.
	6/21/7	<u>Catastrophic Leave:</u> An eligible donor cannot donate a combination of more than 40 hours of accrued personal holiday, Saturday legal holiday, sabbatical leave and/or anticipated annual leave in any calendar year (prorated by FTE).
		<u>LAYOFF PROCEDURES</u>
	10/1/1	<u>Application of Layoff:</u> Temporary layoff is defined as the days during which an employee has been placed on an unpaid leave of absence by the employer and may not exceed 5 workdays during any fiscal year. Employees on temporary layoff shall continue to earn vacation and sick leave credits during each temporary layoff. The Employer agrees to continue its payment of health insurance premiums.
10/2/2	<u>Determination of Layoff:</u> Employees serving a probationary period set forth in 6/18 (rehire) and 10/6 (re-employment) will be laid off first. The District Attorney or the State Prosecutors Office will notify each employee in the layoff group in writing as soon as possible but not less than 14 calendar days in advance of the established layoff date.	
10/2/3	<u>Determination of Layoff:</u> A layoff will result in a permanent reduction in the FTE hours of the laid off employee; removal from the payroll to the extent his/her FTE hours have been permanently reduced and the cessation of all pay and benefits except as otherwise provided in the Agreement.	

<u>ARTICLE</u>	<u>SECTION</u>	<u>SUMMARY OF CHANGES</u>
	10/3/1	<p><u>Transfer to Avoid Layoff:</u> The employee who is to be laid off may file a written request with the District Attorney in any other prosecutorial unit with a vacancy within 5 working days of receipt of the notice of the vacancy. The DA will interview the candidates. The employee with the most bargaining unit seniority will be appointed to the vacancy unless: (1) the employee’s employment history indicates he/she cannot perform the work in a satisfactory manner; (2) the employee does not have the special qualifications/skills needed for the position; (3) The DA obtains information that the employee has engaged in actions noticed in 4/8/2 or the employee has been sanctioned by the Supreme Court as noted in 4/9. The DA will document in writing the reason(s) for not appointing the employee with the most bargaining unit seniority. Employee(s) not selected for transfer under this section may grieve non-selection under Article 4 unless an employee with more bargaining unit seniority is selected for transfer.</p> <p>An employee selected for transfer may serve a 6 month probationary period at the discretion of the DA. During the probationary period the DA may remove the employee from service in that prosecutorial unit for performance deficiencies, work rule violation, disruptions in the work place or position reduction. The employee will receive a letter that lists the reason(s) for removal. If the ADA is removed, he/she shall be deemed to have been provided a new layoff notice and shall be entitled to all rights provided in this Article except the right to transfer or be recalled to the county from which the employee was removed.</p>
	10/3/2	<p><u>Transfer to Avoid Layoff:</u> By mutual agreement, the parties may extend the 5 workday timeframe to file the formal request for transfer to avoid layoff.</p>
	10/3/3	<p><u>Transfer to Avoid Layoff:</u> An employee who declines an offer that does not meet the requirements of 10/7 (Reasonable Offer) will not forfeit his/ her rights to transfer to avoid layoff, provided that the employee otherwise meets the requirements of this section.</p>
	10/5/1	<p><u>Recall to Any Prosecutorial Unit:</u> When a permanent vacancy occurs in any prosecutorial unit, employee(s) will be recalled according to the inverse order of layoff for a period of 6 months from the date of layoff subject 10/5/2 and 10/5/3.</p>
	10/5/2	<p><u>Recall to Any Prosecutorial Unit:</u> The District Attorney may conduct a telephone or in person interview. The employee will be recalled under 10/5/1 subject to the conditions and right to grieve created by 10/3/1. The definition of Reasonable Offer (10/7) does not apply to recall under this section.</p>
	10/5/3	<p><u>Recall to Any Prosecutorial Unit:</u> The District Attorney will make a reasonable effort to notify employees being considered for recall. If the DA is unable to contact the employee by telephone, notice of recall will be sent by certified mail, return receipt requested. If the DA is unable to contact the employee within 10 workdays or the employee fails to be available for work within 10 work days after being informed of the recall, the employee will forfeit any further recall rights for the vacancy being considered. The Employer’s obligation for recall will be terminated if the employee is reemployed in another prosecutorial unit.</p>

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	10/5/4	<p><u>Recall to the Prosecutorial Unit of Layoff:</u> In addition to the 6 month recall period to any prosecutorial unit, the employee will have an additional 4 years 6 month period of recall from the date of layoff to the prosecutorial unit from which the lay off occurred subject to the conditions in 10/5/3. This recall will occur without interview or assessment of the employee’s ability to perform the job.</p>
	10/6/1 – 10/6/2	<p><u>Re-employment in Vacancies in Other Prosecutorial Units:</u> An employee who has exhausted his/her recall rights under 10/5/1 shall have re-employment rights to any ADA vacancy in any of the other prosecutorial units for the next 6 months under the following conditions. The employee must inform the State Prosecutors Office of his her current e-mail address. Upon notification of a vacancy, the employee if interested shall contact the DA and request consideration. If there is still a vacancy at the time the DA receives the request, the DA will offer the employee an interview within 5 working days or as soon as possible thereafter. If the DA offers the employee employment, the employee must accept within 5 workdays and be willing to start employment within 10 workdays. An employee who receives an offer of re-employment and then declines the offer ceases to have any further re-employment eligibility under this section. If an employee is re-employed under this section, the DA may require a probationary period of up to 90 days. The period during which the employee is on probation up to 90 days under this paragraph will toll the time limits set forth in 10/5 and 10/6. The definition of Reasonable Offer as defined in 10/7 does not apply to offers of re-employment. Recall under 10/5/1 and 10/5/4 has priority over re-employment.</p>
	10/7/1 A.	<p><u>Reasonable Offer:</u> A reasonable offer of re-employment in a vacancy in another prosecutorial unit is defined as an offer of employment in a prosecutorial unit with offices located less than 40 miles from the employee’s home at the effective date of the layoff unless the employee’s offices prior to his/her layoff were at a greater distance from his/her home, in which case a job offer will be reasonable if the offices of the position offered is no further from the employee’s home than the distance of the previous office.</p>
	10/8/1	<p><u>Prosecutorial Unit Seniority:</u> Notwithstanding 9/3/1, prosecutorial unit seniority will be adjusted for an ADA if the employee transfers to avoid layoff or is recalled to a prosecutorial unit other than the one from which the layoff occurred and within a year of transferring to avoid layoff or being recalled the ADA elects to return to a position in the prosecutorial unit from which layoff occurred. The new prosecutorial unit seniority will be the date on which the employee was rehired in the prosecutorial unit from which he/she was laid off.</p>
	10/9/1	<p><u>Transfer vs Recall:</u> In the case of competition between employee exercising transfer and employees exercising recall rights, the competition shall be resolved by seniority in state service as defined in 9/1/1.</p>

