AGREEMENT

between the

STATE OF WISCONSIN

and the

ASSOCIATION OF STATE PROSECUTORS

January 24, 2004 – June 30, 2005

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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 twenty-fourth day of January, 2004 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 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 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 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 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.

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 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 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/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 <u>and the Association president</u> 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, Section 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.

4/10/3 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, Section 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:

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

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.

ARTICLE VI

Employee Benefits

Section 1 Election of Benefits

6/1/1 The provisions of Sections 2, 3, 4, 5, 6.C., 6.F., 6.G. and 13 of this Article do not apply to employees who have elected county benefits pursuant to s. 978.12(5) and/or (6), Wis. Stats., except insofar as otherwise specifically provided in the particular section. All other provisions of this Article apply to all bargaining unit employees; no comparable county benefits will apply to employees covered by the provisions applicable to all bargaining unit employees.

Section 2 Health Insurance

6/2/1 A. The Employer agrees that the benefits offered under the Standard Plan and all compensable alternative plans will be comparable. The parties agree that the alternative plans approved by the Group Insurance Board at its meeting on August 18, 1983 are comparable in benefit levels and will be considered as examples of comparability.

6/2/2 B. Subject to 6/2/4 below, the Employer agrees to pay ninety percent (90%) of the gross premiums for the single or family standard health insurance plan offered to State employees by the group insurance board or one hundred and five percent (105%) of the gross premium of the alternative qualifying plan offered under s. 40.03(6), Wis. Stats., that is the least costly qualifying plan within the county in which the alternate plan is located, whichever is lower, but not more than the total amount of the premium. Employer contributions for employees who select the standard plan will be based on their county of residence. Qualifying health insurance plans will be determined in accordance with the standards established by the group insurance board.

6/2/3 C. Subject to 6/2/6 below, the Employer agrees to pay fifty percent (50%) of the above listed contribution amounts for insured employees in positions defined under s. 230.215 (3)(c), Wis. Stats., who are appointed to work for at least six hundred (600) but less than one thousand and forty four (1044) hours per year and are eligible for benefits under s. 40.02 (25), Wis. Stats.

6/2/4 D. Effective with premiums due for coverage beginning January 1, 2004, the provisions of 6/2/2, above, and 6/2/5, below, will be discontinued and a three-tier health insurance model will be implemented. The employee monthly contributions toward health insurance premiums will be based on the specific tier to which their qualifying health insurance plan has been assigned for employees appointed to work one thousand and forty four (1044) hours or more per year. Employee contributions under this three- tier approach are as follows:

Employee Monthly Contribution

	2004 Coverage Months			2005 Coverage Months	
	Single	Family		Single	Family
Tier 1	$ 18.00	$ 45.00	Tier 1	$ 22.00	$ 55.00
Tier 2	$47.00	$117.50	Tier 2	$ 50.00	$125.00
Tier 3	$100.00	$250.00	Tier 3	$100.00	$250.00

Qualifying health insurance plans, and the tier to which each plan is assigned, will be determined in accordance with standards established by the Group Insurance Board.

6/2/5 E. Until implementation of the three-tier health insurance plan model under 6/2/4 above, the Employer agrees to continue in effect the Health Maintenance Program in those counties in which there are no approved alternative plans.

6/2/6 F. Effective with health insurance premiums due for coverage beginning January 1, 2004, as provided in 6/2/4, above, the provisions of 6/2/3, above, will cease and the Employer agrees to pay fifty percent (50%) of the monthly premium amounts for insured employees in permanent part time or project positions defined under s. 230.27 Wis. Stats., who are appointed to work for at least six hundred (600) but less than one thousand and forty four (1044) hours per year.

6/2/7 G. An employee who is laid off or on approved leave of absence without pay may continue his/her group health insurance and dental insurance, if dental insurance is provided, for a period not to exceed thirty six (36) calendar months while on layoff status or leave without pay status provided the employee prepays on a quarterly basis the entire amount of the premium for the plan he/she is participating in.

Section 3 Life Insurance

6/3/1 A. The Employer agrees to continue in effect substantially the present level of benefits provided under the existing master contract between the insurance carrier and the State of Wisconsin, Group Insurance Board.

6/3/2 B. The Employer agrees to continue in effect substantially the present administration of the Group Life Insurance Plan provided under the provisions of Chapter 40, Wis. Stats.

6/3/3 C. The Employer agrees to pay the difference between the employee contribution and total premium.

Section 4 Income Continuation Insurance

6/4/1 The Employer agrees to continue in effect the Income Continuation Program and the administrative provisions of the program provided under Chapter 40, Wis. Stats. and the master contract between the insurance carrier and the Group Insurance Board.

Section 5 Employee Funded Reimbursement Account (ERA)

6/5/1 The Employer agrees to offer bargaining unit employees, including county benefit electees on the state payroll, the opportunity to participate in the Employee Funded Reimbursement Account program as administered under the provisions of Chapter 40, Wis. Stats.; however, county benefit electees' participation in the ERA will be limited to deductions as provided only under s. 40.86 (1) and (3), Wis. Stats.

Section 6 Sick Leave

6/6/1 A. The Employer agrees to provide a sick leave plan as follows:

1. Sick leave will accrue at the rate of .0625 hour of sick leave for each hour in pay status not to exceed five (5) hours of sick leave accrued in any biweekly pay period. Sick leave will not be used until it has been accrued.

2. Sick leave will not accrue during any period of absence without pay or for any hours in excess of eighty (80) hours per biweekly period of service <u>except as provided for in Article X, Section 1</u>.

3. Unused sick leave will accumulate from year to year in the employee's sick leave account.

6/6/2 B. The Employer agrees to provide the following:

1. Employees may use accrued sick leave for personal illnesses, bodily injuries, maternity, or exposure to contagious disease:

a. which require the employee's confinement; or

b. which render the employee unable to perform assigned duties; or

c. where performance of assigned duties would jeopardize the employee's health or recovery. In the event the District Attorney has reason to believe that an employee is abusing the sick leave privilege or may not be physically or mentally fit to return to work, the District Attorney may require a medical certificate or other appropriate verification for absences covered by this Section. When an employee must obtain such medical certificate during his/her regularly scheduled hours of employment, he/she will be allowed time off without loss of pay or sick leave credits to obtain the certificate.

2. Employees may use accrued sick leave for personal medical or dental appointments which cannot be scheduled at times other than during working hours. To qualify for use of sick leave under this Section, employees must give the District Attorney reasonable advance notice of appointments except when emergency conditions prevail.

3. a. Where death occurs in the immediate family of an employee, accrued sick leave may be used. Immediate family is defined as, and limited to: the spouse, parents, step parents, grandparents, foster parents, children, step children, grandchildren, foster children, brothers (and their spouses), and sisters (and their spouses) of the employee or spouse, and other relatives of the employee or spouse residing in the household of the employee.

b. Use of accrued sick leave will normally be used during the seven (7) calendar day period immediately following the death. Where mitigating circumstances require a postponement in funeral arrangements, sick leave may be used at an appropriate later date for directly related purposes. Use of sick leave for death in the immediate family for the purposes of this Section is limited to a total of three (3) work days, plus required travel time not to exceed four (4) work days.

4. Employees may use one (1) day of accrued sick leave to attend the funeral of aunts, nieces, nephews, cousins, or uncles, of the employee or spouse. Travel time required to attend such funerals will not exceed four (4) work days.

5. Employees may use accrued sick leave for temporary emergency care of ill or injured members of the immediate family (as defined in paragraph 3 above) for a limited period of time to permit the employee to make other arrangements. Use of sick leave for the purposes of this section is limited to five (5) work days for any one (1) illness or injury, however, the use of sick leave may be extended to cover unusual circumstances provided prior approval is obtained.

6. Employees may use accrued sick leave to take custody of adopted children and for the care of the employee's child or children after birth or adoption. Use of sick leave for these purposes may not exceed five (5) work days for the purpose of taking custody of the child or children and ten (10) days immediately after taking custody or after birth of the child or children for the purpose of caring for the child or children.

7. Employees may use accrued sick leave to supplement the Worker's Compensation benefits provided pursuant to Chapter 102, Wis. Stats., to the extent that the employee will receive the equivalent of his/her regular base rate.

8. The procedures necessary for the administration of this Section will be developed by the Employer and will be in accordance with the existing Wisconsin Statutes.

6/6/3 C. 1. The Employer agrees to continue in effect the provisions of s. 40.05(4)(b), Wis. Stats., which provide that at the time of retirement or in the event of death, accumulated unused sick leave other than sick leave transferred under s. 978.12 (3), Wis. Stats., will be converted at current value and credited to the employee's account. The conversion credits once recorded will be used on behalf of the employee or surviving spouse to offset the cost of the monthly health insurance premiums as provided under the provisions of s. 40.05(4)(b), Wis. Stats.

6/6/4 2. Supplemental Health Insurance Conversion Credits Upon Retirement, Death or Layoff.

The Employer agrees to provide the following supplemental health insurance conversion credits for permanent employees who retire from the service or for the surviving insured dependents of permanent employees who die while in the service or while laid off, under the following conditions The definition of "layoff" for purposes of SHICC does not include employees on a temporary, school year, seasonal, or sessional layoff.

a. The credits will be based upon an employee's full number of years of adjusted continuous service on the date of retirement, death or layoff.

b. The credits will be calculated based on the employee's sick leave balance on the date of retirement, death or layoff.

c. For employees who retire, die or are laid off with at least fifteen (15) full years of adjusted continuous service, the Employer will match each one (1) hour of accumulated sick leave up to a maximum of fifty-two (52) hours per year multiplied by the number of years of service through twenty-four (24) years. For years of adjusted continuous service over twenty-four (24) years, the Employer will match each one (1) hour of accumulated sick leave credit up to a maximum of one hundred and four (104) hours per year multiplied by the number of years of continuous service over twenty-four (24) years.

d. For employees who have earned all of their adjusted continuous service while having protective occupation status and who retire, die or are laid off with at least fifteen (15) full years of adjusted continuous service, the Employer will match each one (1) hour of accumulated sick leave up to a maximum of seventy-eight (78) hours per year multiplied by the number of years of service through twenty-four (24) years. For years of adjusted continuous service over twenty-four (24) years, the Employer will match each one (1) hour of accumulated sick leave credit up to a maximum of one hundred and four (104) hours per year multiplied by the number of years of continuous service over twenty-four (24) years.

e. Employees who have earned part of their adjusted continuous service while in protective occupation status will have their credits prorated in accordance with these provisions:

1) If, at the time of retirement, death or layoff, the employee has adjusted continuous service of less than twenty-five (25) years, multiply the number of years as general by fifty-two (52) hours. Multiply the number of years as protective by seventy-eight (78) hours. Combine these totals to determine the maximum matching credits.

2) If, at the time of retirement, death or layoff the employee has adjusted continuous service of over twenty-four (24) years, determine the proration based on the first twenty-four (24) years of service and then add one hundred and four (104) hours for each year of adjusted continuous service over twenty-four (24) years.

f. Employees who suffer from a personal illness or injury that requires them to use at least five hundred (500) hours of accrued sick leave during the three (3) years immediately prior to retirement, death or layoff, will receive five hundred (500) hours credited to this account upon retirement, death or layoff.

g. Employees will be required to provide medical documentation of such illness or injury to the Employer on forms provided by the Employer at the time the leave is taken. Employees who have suffered such an illness or injury during the three (3) years immediately preceding the effective date of this contract will also be required to provide supporting medical documentation.

h. Credits granted to a laid off employee, or that person's surviving insured dependents, shall be available until the credits are exhausted, the laid off employee accepts any other employment that offers a comparable health insurance plan as defined in 6/6/7 F, or 5 years have elapsed from the date of layoff, whichever occurs first.

i. Access to these credits for payment of post-retirement health insurance premiums will occur only after all Accumulated Sick Leave Conversion Credits (ASLCC) under Section 6/C. have been exhausted.

j. In the event an employee returns to a position covered by this Agreement after having retired, the credits in this account will be held in escrow until the employee again retires. The credits will then be adjusted to reflect additional years of adjusted continuous service and sick leave accrual.

k. These credits will be converted using the employee's highest base pay rate while in state service.

l. For information purposes, a chart portraying this benefit is found in Appendix B.

6/6/5 D. Separation from the service by resignation or for cause as provided in s. 230.34(1)(a), Wis. Stats. will cancel all unused accumulated sick leave. However, when a person who has completed his/her continuous twelve (12) month period under s. 230.34, Wis. Stats., resigns, any unused accumulated sick leave will be restored, if he/she is re-employed by a prosecutorial unit within five (5) years. When a person who has completed his/her continuous twelve (12) month period under s. 230.34, Wis. Stats., is laid off, any unused accumulated sick leave will be restored if he/she is recalled or reemployed within the prosecutorial unit within the time periods provided under Article IX for recall and reemployment.

6/6/6 E. Each employee's unused sick leave accumulated in their sick leave account as of the effective date of this Agreement will be carried over under this Agreement. State employees who become bargaining unit members after the effective date of this Agreement and have unused sick leave accumulated in their sick leave account, will have the amount accumulated in their account as of the date they become bargaining unit members, carried over under this Agreement. This section will not be used to recompute the amount of sick leave accumulated in an employee's account prior to the effective date of this Agreement or prior to the date an employee becomes a bargaining unit member.

6/6/7 F. Payment of Health Insurance Premium for Laid Off Employees.

Upon written request of an employee, accumulated unused sick leave, including any supplemental health insurance conversion credits available under 6/6/4 2., other than sick leave transferred under s. 978.12 (3), Wis. Stats., will at the time of layoff, be converted to cash at the employee's highest base rate while in state service for credits to be used to pay health insurance premium costs during the time of layoff. Direct premium payment to the insurer, or to the county if the employee is eligible for this benefit under Subsection H. of this Section, or to the county insurer if necessary to continue employee rights to participate in the plan, will be made by the Employer on behalf of the laid off employee. Premium payments under this provision will be limited to a maximum period of five years from the date of layoff or will cease the first of the month following the acceptance of any other employment, whichever comes first. Acceptance of "other employment" is defined as employment which would offer a comparable health insurance plan or policy. A health insurance plan or policy is considered comparable if it provides hospital and medical benefits that are substantially equivalent to the standard health insurance plan established under s. 40.52(1), Wis. Stats. At the time of rehire under this Agreement or recall, unused cash credits will be converted to sick leave at the same rate used for the original conversion and restored to the employee's sick leave account. Pursuant to Article X, Section 1, the Employer will continue to pay the Employer's share of health insurance premiums for employees on temporary layoff.

6/6/8 G. 1. Under this Agreement, an employee who is eligible for benefits under s. 40.63, Wis. Stats., as a result of a work-related injury or disease will be eligible to convert accumulated unused sick leave, other than sick leave transferred under s. 978.12 (3), Wis. Stats., at the employee's then current basic rate to credit for payment for health insurance premiums.

2. Conversion of accumulated unused sick leave credits for payment of health insurance premiums by employees who qualify for benefits under s. 40.63, Wis. Stats., will not be treated as earnings under s. 40.02(22), Wis. Stats.

6/6/9 H. Electees of County Health Insurance: Employees who have chosen county health insurance as provided by s. 978.12 (6), Wis. Stats., except those employees who chose to remain on county retirement under s. 978.12 (5),

Wis. Stats., will be extended the benefits of Subsections C., F. and G. of this Section insofar as allowed under the particular county master policy in effect.

Section 7 Annual Vacation Leave

6/7/1 A. The Employer agrees to provide employees with a formal annual paid leave of absence plan (vacation) as set forth below.

6/7/2 B. Employees will begin earning annual vacation leave on their first day in pay status. Employees will be granted noncumulative annual vacation leave based on their seniority date as follows:

1. Regular Employees.

Years of Service	**Rate for a Full Year of Service**
During first 5 yrs.	120 hrs.
During next 5 yrs.	160 hrs.
During next 5 yrs.	176 hrs.
During next 5 yrs.	200 hrs.
After 20 years	216 hrs.

2. Part Time Employees.

Employees who are not LTEs and who are employed less than forty (40) hours per week on a continuing basis will be granted pro rata vacation leave consistent with par. 1.

6/7/3 C. Annual vacation leave will be computed as follows:

1. Annual vacation leave credit in any given year will not be earned for any period of absence without pay <u>except as provided for in Article X, Section 1</u>.

2. Annual vacation leave for covered employees will be prorated: during the first year of employment at a rate of one hundred and twenty (120) hours; in the calendar year the employee attains five (5) years of seniority at the rate of one hundred and twenty (120) or one hundred and sixty (160) hours respectively, in the calendar year the employee attains ten (10) years of seniority at the rate of one hundred and sixty (160) or one hundred and seventy six (176) hours respectively, in the calendar year the employee attains fifteen (15) years of seniority at the rate of one hundred and seventy six (176) or two hundred (200) hours respectively, in the calendar year the employee attains twenty (20) years of seniority at the rate of two hundred (200) or two hundred and sixteen (216) hours respectively.

3. Employees eligible for annual vacation leave as provided in Subsection B, will have such leave prorated upon termination.

6/7/4 D. Employees eligible for one hundred and sixty (160) or one hundred and seventy six (176) hours annual vacation leave each year may, at their option, elect to receive forty (40) hours or prorated portion thereof of such benefit under one (1) or more of the following options each year:

1. As annual vacation leave during the year earned.
2. As credit for termination leave.
3. As accumulated sabbatical leave.

6/7/5 E. Employees eligible for two hundred (200) hours annual vacation leave each year may, at their option, elect to receive eighty (80) hours or prorated portion thereof of such benefit under one (1) or more of the following options each year:

1. Not to exceed forty (40) hours in cash during the year earned.
2. Annual vacation leave during the year earned.
3. As credit for termination leave.
4. As accumulated sabbatical leave.

6/7/6 F. Employees eligible for two hundred sixteen (216) hours annual vacation leave each year may, at their option, elect to receive one hundred twenty (120) hours or prorated portion thereof of such benefit under one (1) or more of the following options each year:

1. Not to exceed forty (40) hours in cash during the year earned.
2. Annual vacation leave during the year earned.
3. As credit for termination leave.
4. As accumulated sabbatical leave.

6/7/7 G. Vacation Scheduling

1. In scheduling vacation, the choice of time and amounts within the prosecutorial unit, or within work units of a prosecutorial unit where work units exist or are established, will be governed by prosecutorial unit seniority as defined in Article IX. The parties recognize that the District Attorney has the right to determine the number of employees within the work unit that may be on vacation at any given time; however, vacations will be granted at times and in amounts most desired by employees whenever operations permit. Once vacation periods have been scheduled, the District Attorney will make changes in employee vacation schedules only to meet unanticipated staff shortages or emergencies.

2. Any vacation earned by an Assistant District Attorney of forty (40) hours or less which is not used within the calendar year in which it was earned may be automatically carried over to July 1 of the following year without written authorization.

3. If an Assistant District Attorney makes a request to the District Attorney that some or all of the hours in excess of forty (40) hours be carried over, and if the District Attorney agrees, then the District Attorney may authorize those hours in addition to forty (40) hours be carried over until July 1 of the succeeding year. In the event that the District Attorney grants carryover of vacation in excess of forty (40) hours, the District Attorney will notify the State Prosecutors Office no later than December 29 of the year in which the vacation was earned.

4. In the event the District Attorney finds it necessary to cancel a scheduled vacation, the affected employee may reschedule his/her vacation during the remainder of the calendar year or extend the scheduling of his/her vacation into the first six (6) months of the ensuing calendar year as he/she desires, providing it does not affect other employees' vacation periods. It is the expressed intent of the Employer to exercise the authority to change scheduled vacation periods as seldom as possible.

5. Carried over vacation time must be used before any other vacation leave time or personal holiday time. Any hours that are carried over that are not used before July 1 of the succeeding year will then lapse permanently.

6/7/8 H. Should an employee become ill or injured immediately before or during a vacation, the employee may cancel his/her vacation period and utilize sick leave credits earned under the provisions of Article VI, Section 6, commencing with the date he/she informs the District Attorney.

6/7/9 I. Within the basic framework provided above, the implementation and application of the provisions of this Section and all other aspects of vacation scheduling will be determined by local management.

Section 8 Leaves of Absence Without Pay

6/8/1 A. Leaves of Absence

1. Employees upon request may be granted leaves without pay at the sole discretion of the District Attorney for any reason for a period of up to, but not exceeding, one (1) year, except as provided in paragraphs (2) and (3).

6/8/2 2. Employees will be granted a parental leave of absence without pay for childbirth or adoption or for child care after birth or adoption of children:

a. The employee will submit written notification to his/her immediate supervisor at least four (4) weeks prior to her anticipated departure stating the probable duration of the leave. Such leaves will be granted for a period of time up to, but not exceeding six (6) months. Upon request of the employee and at the discretion of the appointing authority, parental leaves of absence without pay may be extended or renewed for another period of time, not to exceed six (6) months. In no case will the total period of leave exceed twelve (12) months.

b. In no case will a pregnant employee be required to leave prior to childbirth unless she is no longer able to satisfactorily perform the duties of her position.

c. Except as provided under sick leave provisions of this Agreement, all periods of leave related to childbirth or adoption will be leaves of absence without pay.

6/8/3 3. Military Leave

a. Whenever an employee enters into the active military service of the United States, the employee will be granted a military leave without pay in the same manner as that accorded to classified employees under s. 230.32 (1), (2) and (3), Wis. Stats., and applicable federal statutes.

b. For purposes of administering this provision only, the term "assistant district attorney" will be considered substituted for the term "classified employee" wherever it appears in s. 230.32 (1)-(3), Wis. Stats. The term "unclassified service" will be considered substituted for "classified service". The term "probationary" will have the same meaning as provided in this contract under Article IV, Section 10. The term "permanent status in class" will refer to employees no longer in probationary status.

6/8/4 B. Return from Leave

The Employer agrees to provide for the following rights upon his/her return from any of the above approved leaves without pay:

1. The employee will be returned to his/her position or one of like nature in the prosecutorial unit, without loss of state, bargaining unit or prosecutorial unit seniority, or accumulated sick leave.

2. Employees may return to work prior to the expiration of a leave of absence only upon the express approval of the District Attorney and upon notification to the District Attorney at least fourteen (14) calendar days in advance of the desired date of return.

3. The employee will receive a base pay rate calculated as if the employee were restored to a position in the classified service under ER 29.03 (7), Wis. Adm. Code.

6/8/5 C. The Employer agrees to abide by the Wisconsin Family and Medical Leave Act, s. 103.10, Wis. Stats., and the Federal Family and Medical Leave Act of 1993 as required.

Section 9 Leaves of Absence With Pay Due to Injury Under Special Conditions

6/9/1 A. Sections 230.36(1)(2) and (3), Wis. Stats. are hereby adopted by reference subject to the conditions and limitations set forth herein.

6/9/2 B. Injured employees who meet the qualifying provisions of s. 230.36, Wis. Stats., may be granted a leave of absence for up to 6 (six) months from the date of injury.

6/9/3 C. Application for a leave of absence under this Section will be made by the employee or his or her representative to the appointing authority within fourteen (14) calendar days from the date of injury on forms provided by the Employer. In extenuating circumstances, at the discretion of the Department of Administration (DOA), the time limit for application for benefits may be waived. The application will contain sufficient factual information to indicate the nature and extent of the injury or illness, the circumstances surrounding its occurrence and the qualifying duties on which the application is based and must be accompanied by medical proof of the injury.

6/9/4 D. Within fourteen (14) calendar days after receipt of the claim, the appointing authority will notify the employee of his/her decision to authorize or deny the leave of absence.

6/9/5 E. An employee denied a leave of absence under this Section may, within fourteen (14) calendar days, file an appeal at the final step of the grievance procedure in the District Attorney's office as provided under Article IV of this Agreement.

6/9/6 F. Employees whose leave of absence is approved under this Section will be entitled to full base pay plus any unitwide pay increases and personal holidays. Such leave with pay will be based on medical and other proof of the injury and the continuing disability of the employee. In the event that the employee is able to return to work but further medical treatment is required for the sustained injury, leaves of absence may be granted to cover the treatment time providing the attending physician has made a prior determination that such treatment is necessary for full recovery and provided it is not more than six (6) months from the date of injury.

6/9/7 G. An employee on approved leave with pay under this Section will be denied the following benefits while remaining in nonwork status: accrual of vacation credits for the period of absence; time off for legal holidays which occur during the period of absence; and the accrual of sick leave during the period of absence. Vacation and holiday credits earned prior to the date of injury may be carried over for a period of twelve (12) months from the date of injury, at which time unused credits will lapse. Personal holidays will lapse if the employee does not return to work by the end of the calendar year.

6/9/8 H. Concurrent benefits: except for payments specifically authorized under Chapter 102, Wis. Stats., pertaining to worker's compensation, under no circumstances will an employee receive more than his or her basic rate of pay for the job in which he or she was performing at the time of injury.

6/9/9 I. Employees requesting leave and while on leave with pay will submit to such physical and/or medical examinations as may be required by the DOA to determine the extent of or continuation of disability and inability to work. Such examination(s) will be at the expense of the Employer and performed by physicians selected by the DOA. A complete report indicating the nature and extent of disability and prognosis for a reasonable return to duty and date of such return will be submitted to the DOA. Refusal by the employee to submit to examinations ordered by the DOA or medical treatment ordered by the examining physician will constitute ground for disciplinary action and/or termination of a leave of absence under this Section.

Section 10 Military Service

6/10/1 A. Annual Field Training

1. The Employer agrees to provide employees who have completed the first six (6) months of their probationary period under s. 230.34, Wis. Stats., and who are members of either the national guard, state guard or any other reserve component of the military forces of the United States or the State of Wisconsin, now or hereafter organized or constituted under federal and state law, will be granted a leave of absence without loss of pay not to exceed thirty (30) scheduled work days in any calendar year. During this leave, each employee will receive his/her base state pay less the base military pay received for and identified with such attendance but such reduction will not be more than the base state pay. Such leave will be provided to enable employees to attend military schools and annual field training or annual active duty of training and any other federal tours of active duty which have been duly ordered and held. Such paid leave will not be granted to employees who are serving on extended active duty or for service as a member of the active armed services of the United States, or for absences of less than three (3) consecutive days. Employees will notify their immediate supervisor immediately upon receiving written or oral notice of their dates of military service. This provision does not apply to inactive duty training.

6/10/2 2. The amount of authorized pay will be determined by the number of scheduled work days within the starting and ending dates of the training period as specified on the military pay voucher or other payroll document received by the employee at the conclusion of the training period. This document shows the number of days and inclusive dates for which military pay was received, including authorized travel time, if applicable. Military orders include ample travel time via the most rapid mode of transportation available and for which transportation or actual reimbursement is made by the military, therefore additional travel time required by the employee to accommodate a different mode of travel elected by the employee must be charged to leave without pay, vacation or compensatory time.

6/10/3 B. Public Emergencies:

The Employer agrees to provide employees who have completed the first six (6) months of their probationary period under s. 230.34, Wis. Stats., and who are members of the Wisconsin National Guard or the Wisconsin State Guard, who are called into State active duty service to meet situations arising from war, riot, public emergency or are called into service to prepare for anticipated emergencies, the right to elect to receive pay from the State pursuant to s. 20.465(1)(c) Wis. Stats., in an amount equal to his or her base State salary for such period of State active duty in lieu of the service pay, including allowances, the employee would normally receive as a member of the National or State Guard.

6/10/4 C. The Employer agrees that leave provided under this Section is in addition to all other leaves granted or authorized by this Agreement. For the purpose of determining seniority, pay or pay advancement, the status of the employee will be considered uninterrupted by such attendance.

6/10/5 D. The Employer agrees that employees who are called for a preinduction physical for the military service will be granted a leave of absence with pay for the time actually and necessarily spent in response to such a call.

6/10/6 Differential pay, sick leave, and annual leave for employees activated into certain federal service.

A. Subject to C., below, an employee who is activated to serve on military duty in the U.S. armed forces shall be paid his or her state salary, less any military pay and housing allowances that he or she receives, during the period in which the employee is on military duty in the U.S. armed forces, unless the military pay and housing allowances equal or exceed his or her state salary, and shall accumulate sick leave and paid annual leave of absence as though no interruption in service has occurred if all of the following apply:

1. On or after January 1, 2003, the employee is activated to serve, or is serving, on military duty in the U.S. armed forces, other than for training purposes.

2. On the date on which he or she is activated, the employee is either a member of the Wisconsin national guard or a member of a reserve component of the U.S. armed forces or is recalled to active military duty from inactive reserve status.

3. The employee has received a military leave of absence under 6/8/3, under this Section, under s. 230.35(3), Wis. Stats., or under rules promulgated by the office of employment relations.

B. Subject to C., below, on or after January 1, 2003, an employee who is required to serve, or who is serving, in the U.S. public health service and who is on detail with any of the U.S. armed forces shall be paid his or her state

salary, less any federal pay and housing allowances that he or she receives, during the period in which the employee is detailed for duty with any of the U.S. armed forces, unless the federal pay and housing allowances equal or exceed his or her state salary, and shall accumulate sick leave and paid annual leave of absence as though no interruption in service has occurred.

C. 1. Except as provided in paragraph 2., following, beginning on the day in which an employee is activated to serve on military duty in the U.S. armed forces or to serve in the U.S. public health service, the employee shall receive the pay and benefits authorized under A. or B., above, for a period of not more than 179 days. If an employee is eligible to receive pay and benefits for military service under s. 230.35 (3)(a) or under 6/10/1 of this Agreement, the employee shall become eligible to receive the pay and benefits authorized under A. or B., above, only after receiving the pay and benefits for military service under s. 230.35 (3)(a) or 6/10/1.

2. The governor, by executive order, may extend the period that an employee receives the pay and benefits under 1., above, up to a period of 2 years from the date on which the person is activated to serve on military duty in the U.S. armed forces or to serve in the U.S. public health service. Any extension granted by the governor under this paragraph may apply to an individual employee or to a group of employees, as determined by the governor.

3. No employee who is eligible to receive the pay and benefits under A., or B., above, may receive the pay or benefits for any service in the U.S. armed forces or the U.S. public health service for any such service before January 1, 2003.

D. An appointing authority shall permit an employee who is eligible to receive the pay and benefits authorized under A., or B., above, and who has completed his or her duty with the U.S. armed forces or the U.S. public health service to use up to 160 hours of accumulated paid leave before the employee resumes employment with the state. Any accumulated paid leave that is used under this paragraph must be used no later than 30 days after the employee has completed his or her duty with the U.S. armed forces or the U.S. public health service. If, after using such leave, an employee has any paid leave remaining that was accumulated while on duty with the U.S. armed forces or the U.S. public health service, the appointing authority shall permit the employee to carry over the leave into the next calendar year for use in that year.

6/10/7 If an employee who is eligible to receive the pay and benefits authorized under 6/10/6 was activated to serve, or is serving, on military duty in the U.S. armed forces or in the U.S. public health service during the period that begins on January 1, 2003, and ends on the day before the effective date of this Agreement, the employee shall receive the pay and benefits authorized under 6/10/6 for any service on military duty in the U.S. armed forces or in the U.S. public health service during that period.

Section 11 Jury Duty

6/11/1 The Employer agrees to provide employees who are summoned for grand jury or petit jury service leave with pay at the base pay of the employee. Base pay of the employee is the employee's pay rate excluding any overtime or supplemental pay. When not impaneled for actual service and only on call, the employee will report back to work unless authorized by the appointing authority to be absent from his/her work assignment.

Section 12 Inclement Weather

6/12/1 Employees who report late to work after having made an earnest effort to report to work on time but were unable to do so because of inclement weather, such as a severe storm, may be allowed to work up to eight (8) hours within the pay period or the following pay period to make up for lost time as directed by management. When the Employer directs the employees to leave the worksite, the employee will continue to receive normal pay for that day only.

Section 13 Retirement

6/13/1 A. The Employer agrees to continue in effect the administration of the Wisconsin Retirement System as provided under Chapter 40, Wis. Stats. and the appropriate Adm. Code rules of the Employee Trust Funds Board.

6/13/2 B. For the duration of this Agreement, the Employer will contribute on behalf of the employee five percent (5%) of the employee's earnings paid by the State.

6/13/3 C. Effective July 1, 1986, the Employer will pay the one percent (1%) benefit adjustment contribution required by s. 40.05(2m), Wis. Stats.

6/13/4 D. Effective June 9, 1996, the Employer will pay the additional three-tenths of one percent (0.3%) employee share of the required benefit adjustment contribution for general occupation employees.

Section 14 Holidays

6/14/1 A. Holidays

1. The Employer agrees to provide full time employees the following paid holidays of eight (8) hours each:

Independence Day	July 4, 2003	July 4, 2004
Labor Day	September 1, 2003	September 6, 2004
Thanksgiving Day	November 27, 2003	November 25, 2004
Christmas Eve	December 24, 2003	December 24, 2004
Christmas	December 25, 2003	December 25, 2004
New Year's Eve	December 31, 2003	December 31, 2004

New Year's	January 1, 2004	January 1, 2005
Martin Luther King Jr. Day	January 19, 2004	January 17, 2005
Memorial Day	May 31, 2004	May 30, 2005

6/14/2 2. To qualify for any paid holiday, employees must work or be in pay status on the last scheduled work day immediately preceding and the first scheduled work day immediately following the holiday.

6/14/3 3. If any of the holidays provided above fall on an employee's regularly scheduled day off, such employees will be compensated at the regular rate for the holiday in cash or compensatory time off at the discretion of the District Attorney.

6/14/4 4. The Employer agrees to provide three and one half (3 1/2) non cumulative personal holidays in each calendar year to all employees plus one (1) additional paid personal holiday each calendar year, effective calendar year 2004, in recognition of Veterans Day. All employees not satisfactorily completing the first six (6) months of their probationary period will earn only the annual proration of their personal holidays. Qualified employees may take these four and one half (4 1/2) holidays at any time during the calendar year provided the days selected by the employee have the prior approval of the District Attorney.

6/14/5 5. Under the provisions of 1., 3. and 4., above, permanent part time employees will have all holidays prorated. The proration will be based upon the projection of the percent of full time the employee is to be employed on a yearly basis (2088 hours).

6/14/6 6. The Employer agrees that employees required to work on a holiday provided in A./1. will be compensated for such holiday by receiving equivalent time off at a later date.

6/14/7 B. Compensatory Time.

Compensatory time off due an employee for work on a holiday or when a holiday falls on an employee's regularly scheduled day off, will be added to vacation credits and will be subject to the same scheduling procedure and regulations as are applicable to vacation scheduling.

Section 15 Administration of Worker's Compensation Benefits

6/15/1 In the administration of the Worker's Compensation Act as set forth in Chapter 102, Wis. Stats., the appointing authority will make an initial determination as to whether the injury was job related; and if so, he/she may authorize payment for temporary disability as specified in the Worker's Compensation Act.

Section 16 Continuing Legal Education Requirements

6/16/1 If the Wisconsin Supreme Court, as a condition for the retention of a license to practice law, requires a certain annual minimum amount of postgraduate training, the Employer will grant leave with pay each calendar year to employees for the sole purpose of the employee meeting the minimum requirements. The choice of time of continuing education will be at the discretion and approval of the District Attorney to fulfill the operational needs of the particular office. The Assistant District Attorney will have discretion to chose the type of continuing education contingent upon the approval of the District Attorney. Approval will not be withheld so long as the education is related to the work of the Assistant District Attorney. At the discretion of the District Attorney, leave without loss of pay may be granted for request(s) by an attorney to attend meetings of professional associations such as the Wisconsin District Attorneys Association for reasons not related to meeting the minimum requirements of continuing legal education. All travel, lodging, tuition and related expenses for continuing legal education or professional association meetings will be the responsibility of the employee, however, the District Attorney may, at his/her sole discretion, pay expenses. This provision is not intended to negate any current Department of Justice, county or any other reimbursement practices; however, none of the provisions of this Agreement can be used to enforce the continuation of these practices.

Section 17 Employee Assistance

6/17/1 The Employer and the Union recognize the value of counseling and assistance programs to those employees who have personal problems which interfere with the employee's efficient and productive performance of his/her job duties and responsibilities. The Employer and the Union will, therefore, aid such employees who request assistance with such problems. The Employer and the Union will encourage the employee to seek professional assistance where necessary. Whenever possible, resources for treatment/assistance will be made known to the employee by the Employer and/or the Union.

6/17/2 Where the department-appointed EAP coordinator is in the employee's immediate chain of command, the employee may seek assistance from another coordinator outside his/her chain of command. Employees and EAP coordinators will be permitted a reasonable amount of time, without loss of pay, to confer about employee assistance referral services.

6/17/3 The Department of Administration will include information on employee assistance programs as part of its orientation program for employees. Annually, the department will provide the employees with a listing of employee assistance coordinators and available resources.

6/17/4 Where the Employer becomes aware that an employee has personal problems adversely affecting his/her work performance and/or attendance, the Employer will notify the Union if requested by the employee. The parties will attempt to resolve the problem with the employee.

6/17/5 Such notification and subsequent involvement, if any, of the parties to this Agreement will in no way detract, alter, or modify the rights and obligations of the parties recognized in other provisions of this Agreement, including the Employer's responsibility to discipline for work rule violations.

Section 18 Rehire Within Five (5) Years

6/18/1 An Assistant District Attorney who has completed the period of continuous service as specified in s. 230.34 (1)(a), Wis. Stats., and has separated from employment will upon rehire within five (5) years of separation be treated as follows:

6/18/2 A. The employee's new state and bargaining unit seniority date will be his/her original seniority dates adjusted to a new and later date which gives no credit for the period of separation. The prosecutorial unit seniority date will be the rehire date.

6/18/3 B. Unused sick leave credits accumulated at the point of separation will remain on the record and be restored.

6/18/4 C. The employee will receive a base pay rate calculated as if the employee were reinstated to a position in the classified service under s. ER 29.03(6), Wis. Adm. Code.

6/18/5 D. The District Attorney, within his or her discretion, may require a probationary period of up to ninety (90) days. The retention or release of an employee during this ninety (90) day period will not be subject to the just cause standard nor the grievance and arbitration procedure.

Section 19 Career Opportunities

6/19/1 An employee who desires to seek career opportunities in another prosecutorial unit may indicate his or her interest by registering with the State Prosecutors Office. The employee will indicate the prosecutorial unit(s) in which he or she would be interest in seeking employment. This list will be available to district attorneys upon their request when considering vacancies. The district attorney, at his or her discretion, may contact those employees on the list for an application for employment as part of the regular hiring process. If an interview results from this process, the employee will be allowed time necessary to travel and engage in the interview without loss of pay.

Section 20 County Reimbursement for Travel and Lodging

6/20/1 In the event that county reimbursement for travel and lodging expenses is not made by a county as required by s. 978.13(2), Wis. Stats., the assistant district attorney will notify his/her District Attorney of the failed reimbursement, and the District Attorney will attempt to resolve the reimbursement issue with the county. If the District Attorney is unable to resolve the issue with the county, he/she will notify the State Prosecutors Office, which will take appropriate steps to obtain the reimbursement.

Section 21 Catastrophic Leave

6/21/1 This is a program to allow Assistant District Attorneys to voluntarily donate (transfer) annual vacation leave, Saturday legal holiday, personal holiday and sabbatical leave time to other Assistant District Attorneys who have been granted unpaid leaves of absence because of a catastrophic need for which no eligible paid leave benefits or replacement income are available. It is understood that these catastrophic leave transfers are a conditional benefit and not a right of potential recipients.

6/21/2 Catastrophic illness or injury is defined as an illness or injury that is expected to incapacitate an Assistant District Attorney and that creates a financial hardship. Catastrophic illness or injury may also include an incapacitated family member if this results in the Assistant District Attorney being required to take time off from work for an extended period of time to care for the family member.

6/21/3 Catastrophic leave donations will be from within the same prosecutorial unit first and may be expanded across prosecutorial units. Transfers between covered employees in different agencies may occur with the affected agencies' approval. Covered employees for the purposes of this provision 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. Donations will be on an hour for hour basis and used in order of receipt.

6/21/4 A Catastrophic Leave Approval Committee will be established, composed of two (2) Association representatives who are members of the bargaining unit and the Director of the State Prosecutors Office (SPO) or his/her delegate. All catastrophic leave requests must be approved by this committee. Consistent with the provisions of this section, the committee will have final decision-making authority. Applicants may request a review of denials before this committee.

6/21/5 The Catastrophic Leave Approval Committee will notify the SPO of approved recipients. The SPO will transfer donated leave from donor to recipient leave accounts. Every effort will be made to maintain the confidentiality of the donor(s) and recipient(s), upon request.

6/21/6 To be an eligible recipient, an employee:

A. Must have completed the first six (6) months of the twelve (12) month period of continuous employment referenced in s. 230.34(1)(a), Wis. Stats.

B. Days of catastrophic leave benefits to a recipient will be considered as leave without pay for probationary extension purposes.

C. Must be on approved unpaid leave of absence.

D. Must be in need of at least one hundred and sixty (160) hours.

E. Must be absent due to a catastrophic illness or disability of the Assistant District Attorney or a member of the Assistant District Attorney's immediate family (as defined in 6/6/2/B./3./a. of the Agreement) for which medical documentation is provided.

F. Must have exhausted all available sick leave and have no more than sixteen (16) hours of combined accrued annual leave, Saturday legal holiday, personal holiday and/or sabbatical leave time.

G. Must not be receiving other salary replacement benefits.

H. Must be approved to receive transfers by the Catastrophic Leave Approval Committee.

I. Part-time Assistant District Attorneys will receive leave on a pro-rated basis up to the FTE of scheduled hours.

J. Must remain employed as an Assistant District Attorney.

K. Cannot receive more than eighty (80) days of catastrophic leave benefits per calendar year (Pro-rated based on FTE).

6/21/7 To be an eligible donor, an Assistant District Attorney:

A. Must have completed the twelve (12) month period of continuous employment referenced in s. 230.34(1)(a), Wis. Stats.

B. Cannot donate a combination of more than forty (40) hours of accrued personal holiday, Saturday legal holiday, sabbatical leave and/or anticipated annual leave in any calendar year (Pro-rated based on FTE).

C. Must remain employed as an Assistant District Attorney.

6/21/8 An applicant may consult with his/her Union representative by telephone for assistance with completing application materials for the Catastrophic Leave Program. Special requests for personal meetings or other arrangements based on an Assistant District Attorney's disability may be considered.

6/21/9 It is understood that nothing in this Section requires either the Union or the Employer to take any action determined to be illegal or in conflict with other provisions of this Agreement.

6/21/10 It is understood that the provisions of this Section are not subject to the appeal provisions of Article IV of this Agreement.

Section 22 Deputy District Attorney Rights to Reappointment

6/22/1 If an Assistant District Attorney accepts an appointment to the position of Deputy District Attorney in his/her office and later ceases to be a Deputy District Attorney for any reason other than discharge for just cause, he/she will have the right for a period of six (6) months thereafter to fill the next vacancy for Assistant District Attorney in that office without loss of sick leave and at a base pay rate and seniority levels to which he/she would have been entitled had his/her service as an Assistant District Attorney been continuous.

ARTICLE VII
HOURS OF WORK

Section 1 General

7/1/1 Employees in this bargaining unit are professional employees and as such, are paid a predetermined salary each week irrespective of the number of hours worked in a workweek.

Section 2 Hours of Work

7/2/1 Hours of work are defined as those hours of the day, days of the week for which the employees are required to fulfill the responsibilities of their professional positions.

Section 3 Professional Time

7/3/1 Professional time may be available to the employee in recognition of his/her status as a professional for additional time in excess of the usual working hours.

7/3/2 Use of professional time as requested in these situations will require approval by the appropriate supervisor who may grant requests giving consideration to program needs, the recognition that a professional employee usually works not less than an average of forty (40) hours per week, that the concept of professional time need not be approved on an hour for hour basis for extra work performed beyond the usual work hours, and the fact that a professional employee has a degree of job responsibility and flexibility neither assumed nor granted to other categories of employees. The supervisor's approval may be for a single occurrence or for the continuing use of professional time as determined by the supervisor. The granting and use of professional time will not be unreasonably denied by the District Attorney.

Section 4 Alternative Work Patterns

7/4/1 The State of Wisconsin as an Employer recognized the value and benefits of alternative work patterns to the employees. In the furtherance of this recognition, the Employer acknowledges the public policy criteria expressed in s. 230.215(1), Wis. Stats., supporting the development and implementation of alternative work patterns in appropriate work environments, balanced by due consideration for the operations of the prosecutorial unit and the needs and convenience of the public and clients served by the prosecutorial unit. Implementation of alternative work patterns or any variations thereof will be by mutual agreement between the District Attorney and the Association. The Employer agrees that reasonable efforts will be made to explore the possibility of implementing alternative work patterns in appropriate work environments.

ARTICLE VIII

APPLICATION AND INTERPRETATION OF WORK RULES

Section 1 Work Rules Defined

8/1/1 For purposes of this Article, work rules are defined as and limited to:

> "Rules promulgated by each prosecutorial unit within its discretion which regulate the personal conduct of employees as that conduct relates to the fulfillment of their work duties and responsibilities."

Section 2 Establishment of Work Rules

8/2/1 The Association recognized the right of the Employer to establish reasonable work rules pursuant to s. 111.90(2), Wis. Stats. A general statement of work rules may be reduced to writing in each prosecutorial unit. The parties recognize that such work rules are general statements of conduct that may be supplemented or clarified.

Section 3 Application of Work Rules

8/3/1 The Employer agrees that the application of any work rule(s) that clearly and directly conflict with any specific and express provision(s) of the Agreement is superseded by such provision(s) of the Agreement. The application of work rules that do not clearly and directly conflict with a specific and express provision(s) of the Agreement will be harmonized with such provision(s) of the Agreement. Work rules will similarly not conflict with the Code of Professional Responsibility.

Section 4 Association's Right to Challenge Work Rules

8/4/1 Employees will be informed in writing of any action taken against them for violations of work rules. The Association reserves the right to challenge, through the grievance procedure contained in Article IV of this Agreement, any application or interpretation placed on any work rule by the Employer which the Association believes is not in conformity with the provisions of this Article. Any such Association grievance will specifically identify the work rule and provision(s) of the Agreement that the Association believes are not in conformity and the grievance will be filed with the District Attorney(s) of the prosecutorial unit(s) involved.

Section 5 Official Personnel Files

8/5/1 A copy of any material placed in an employee's official personnel file which may affect his/her job performance evaluation will be presented to the employee involved prior to any such evaluation. The employee may make a written statement regarding his/her position on the material placed in his/her file and such statement will be appended to the material which is the subject of the employee's statement. Material which has not been submitted to the employee pursuant to this Section may not be utilized adversely to the employee in any performance evaluation.

8/5/2 With the exception of discipline for misconduct involving theft, dishonesty or violence; or misconduct equivalent to criminal violations; or misconduct for which the attorney has been disciplined by the Office of Lawyer Regulation, and with the further exception of annual evaluations and/or merit ratings, the employee may request removal from the official personnel file only those letters of discipline for which three (3) years have passed since being issued, provided, however, that the employee has received no other discipline of record since the letter of discipline was issued. If the material is not removed from the file as provided in this Section, it will not be used for the purpose of constituting a step in levels of progressive discipline, although it can be used for other purposes including, but not limited to, issues of credibility or a demonstration of an employee's notice, knowledge or understanding of work rules and expectations of performance and conduct.

8/5/3 If pursuant to s. 19.35, Wis. Stats., ("Open Records Law"), an open records request is made by any requestor for any documents contained in an Assistant District Attorney's personnel file, the Assistant District Attorney whose file is requested will be notified as soon as practicable. Upon request by the Assistant District Attorney, and to the extent permitted by law, the Department of Administration (DOA) will provide a copy of the content of that personnel file to the Assistant District Attorney as soon as practicable and prior to the release of any records contained in the file. To the extent permitted by law, the DOA will try to determine the person(s) requesting the personnel file and further try to determine for what purpose the file is requested. The DOA will attempt to identify for the Assistant District Attorney those materials in the personnel file which the DOA believes it is legally obligated to release pursuant to the Open Records Law. In the event that the Assistant District Attorney chooses to advance a legal claim that the record(s) or portion(s) of record(s) requested should not be released, he/she will notify the DOA of his/her intent to file such claim and will commence the appropriate legal action within two weeks of the DOA's notice to his/her of the materials the DOA believes it must release. If the Assistant District Attorney timely commences the legal action to prohibit the release of the record(s) or portion(s) of record(s) in question, the DOA, to the extent permitted by law, will not release it/them unless ordered to do so by a court of competent jurisdiction. It is expressly understood that this Section does not apply to requests for employment verification or salary information.

ARTICLE IX

SENIORITY

Section 1 General - Seniority in State Service

9/1/1 Seniority for employees hired after the effective date of this Agreement will be determined by the original date of employment with the State of Wisconsin. Seniority for existing bargaining unit employees will be their seniority date as of the effective date of this Agreement. Seniority for existing state employees who become members of this bargaining unit during the term of this Agreement will be their adjusted continuous service date as of the time they become members of the unit. After the effective date of this Agreement, when the Employer becomes responsible for a function previously administered by another governmental agency, a quasi-public, or a private enterprise, the seniority of employees who become bargaining unit members as a result of this change of responsibility will be their adjusted continuous service date which gives credit for their service with the other governmental agency, quasi-public, or private enterprise as of the date of the change of responsibility, unless otherwise provided by law. In accordance with the above, the employee with the earliest date will be considered having the greatest seniority. Where two (2) or more employees possess the same seniority date as previously defined, then the ranking of seniority will be determined on the basis of the last four (4) digits of the employees' social security numbers with the lower of the last four (4) digits of the social security number awarded seniority over the higher. Such seniority will be changed only where the employee is separated from state service by discharge, resignation or layoff.

9/1/2 Where separation has occurred and the employee is subsequently rehired under this Agreement, the date of rehire will begin the seniority date except that where within five (5) years of resignation an employee is rehired, his/her new state and bargaining unit seniority dates will be the original state and bargaining unit seniority dates of employment adjusted to a new and later date which does not give credit for the period of resignation during which he/she was not an employee for the state. The prosecutorial unit seniority will be the rehire date.

9/1/3 Where an employee is laid off and recalled within five (5) years thereof or rehired under this Agreement, he/she will retain his/her original seniority dates for the computation of seniority.

9/1/4 Management will be required to apply seniority as defined above only as specifically provided in this contract and subject to any limitations set forth in any particular article or section of this contract.

Section 2 Bargaining Unit Seniority

9/2/1 Bargaining unit seniority will be the date of initial employment as an assistant district attorney with the sole exception that for assistant district attorneys employed prior to the effective date of this Agreement, the bargaining unit seniority will be state seniority.

Section 3 Prosecutorial Unit Seniority

9/3/1 Prosecutorial unit seniority for existing state employees will be the same as state seniority as defined in Section 1 above. For assistant district attorneys hired after May 30, 1992, the prosecutorial unit seniority will be the date on which they were hired in that prosecutorial unit.

Section 4 Seniority Information

9/4/1 Information on seniority will be maintained by the State Prosecutors Office in the Department of Administration and will be available to Association representatives or employees upon request.

ARTICLE X

LAYOFF PROCEDURES

Section 1 Application of Layoff

10/1/1 The Association recognizes the right of the Employer to layoff employees in accordance with the procedures set forth in this Article. Such procedures, however, will not apply to temporary layoff. For the purpose of this paragraph "temporary layoffs" are defined to be days during which an employee has been placed on an unpaid leave of absence by the employer and may not exceed five (5) workdays during any fiscal year. Employees on temporary layoff shall continue to earn vacation and sick leave credits during each temporary layoff during the term of this agreement. Additionally, the employer agrees to continue its payment of health insurance premiums pursuant to Article VI, Section 2 for employees on temporary layoff.

Section 2 Layoff Procedures

10/2/1 A. Preparation for layoff. The following general procedures will apply in preparation for a layoff.

1. In the event the Employer becomes aware of an impending reduction in work force, the Association will be notified as soon as possible, but not less than thirty (30) calendar days prior to the layoff.

2. The layoff group will be limited to employees of a prosecutorial unit within the bargaining unit.

3. All employees in the layoff group will be ranked by prosecutorial unit seniority as defined in Article IX, Section 3 of this Agreement.

4. Employees hired for a term of less than one (1) year and employees serving the period of continuous service specified in s. 230.34(1)(a), Wis. Stats., will be terminated prior to laying off bargaining unit employees.

10/2/2 Determination of Layoff. The following procedures will apply in implementing a layoff.

1. Employees serving a probationary period set forth in Article VI, Section 18 and Article X, Section and 6, will be laid off first. If there is more than one (1) person in this group, they will be laid off by prosecutorial unit seniority within this group. The remainder of the employees in the layoff group will be laid off by seniority with the least amount of prosecutorial unit seniority laid off first.

2. The District Attorney or the State Prosecutors Office will notify each employee in the layoff group selected for layoff in writing as soon as possible but not less than fourteen (14) calendar days in advance of the established layoff date. That layoff notice will contain reference to the options available to that employee under this Article. The notice will list all vacancies of assistant district attorney positions. Notice of any bargaining unit vacancies which arise following those originally listed will be sent within five (5) working days of the existence of the vacancy to any employee who has either received a notice of layoff, or who has re-employment eligibility for vacancies in other prosecutorial units as provided in this Article. A copy of such notice will also be sent to the Association at that time.

10/2/3 A layoff under this Agreement will result in a permanent reduction in the FTE hours of the laid off employee; the removal of the employee from the payroll to the extent that his or her FTE hours have been permanently reduced and the cessation of all pay and benefits under this Agreement except as it otherwise provides. An employee laid off under this Agreement will have recall or re-employment rights to the extent provided by this Agreement.

Section 3 Transfer to Avoid Layoff

10/3/1 Upon notice of vacancy, any employee may, within five (5) working days, elect to transfer to avoid layoff as follows. The employee who is to be laid off may file a written request to transfer to a vacancy in an assistant district attorney position in any other prosecutorial unit with a vacancy. The employee must file his or her request for transfer to avoid layoff with the District Attorney in the office in which the vacancy exists within five (5) working days of receipt of the notice of the vacancy. The District Attorney 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 or she cannot perform the work in a satisfactory manner; or (2) the employee does not have the special qualifications/skills needed for the position; or (3) the District Attorney obtains information indicating that the employee has engaged in actions noted in 4/8/2 or has been sanctioned by the Supreme Court as noted in 4/9. The District Attorney will document in writing the reason(s) for not appointing the employee(s) with the most bargaining unit seniority. The employee(s) who are not selected for transfer under the provisions of this Section may grieve the non-selection under the provisions of Article 4 unless an employee with more bargaining unit seniority is selected for transfer.

An employee selected for transfer under this section may serve a six month probationary period at the discretion of the District Attorney during which the District Attorney may remove the ADA from service in that prosecutorial unit for performance deficiencies, work rule violations, disruptions in the work place or position reduction. If the District Attorney removes the ADA from service, the ADA will receive a letter that lists the reason(s) for the removal.

In the event that an ADA is removed pursuant to the paragraph above, he or she shall be deemed to have been provided a new layoff notice as of the date of

the removal and shall be entitled to all rights provided in this Article, except for the right to transfer or to be recalled to the County from which the ADA has been removed.

10/3/2 The five (5) workday timeframe to file the formal request for transfer to avoid layoff may be extended by mutual agreement of the Employer and the Association.

10/3/3. An employee who declines an offer that does not meet the requirements of 10/7 will not forfeit his or her rights to transfer to avoid layoff, provided that the employee otherwise meets the requirements of this Section.

10/3/4 An employee who does not or cannot transfer to avoid layoff by the layoff date in the notice of layoff will be laid off.

Section 4 Definition of Vacancy

10/4/1 For the purposes of this Article, a vacancy exists when:

A. the District Attorney decides to fill a new position, or

B. the District attorney decides to fill an existing position in the bargaining unit that is available to be filled as a result of a personnel transaction; and

C. there is no accepted offer of employment for the vacancy at the time of the notice of layoff.

Section 5 Recall

10/5/1 When a permanent vacancy occurs in any prosecutorial unit, the employee will be recalled according to the inverse order of layoff, as provided in this Article for a period of six (6) months from the date of layoff, subject to the conditions in 10/5/2 and 10/5/3.

10/5/2 The District Attorney, at his or her discretion, 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 as defined in Section 7 does not apply to Recall under this section.

10/5/3 Employees are responsible for keeping the Employer notified of their current address and phone numbers. The District Attorney will make a reasonable effort to notify employees being considered for recall. Telephone contacts will be confirmed by the District Attorney by certified mail, return receipt requested. If the District Attorney is unable to contact the employee by telephone, notice of recall will be sent by certified mail, return receipt requested. In the event the District Attorney is unable to contact the employee within ten (10) workdays, or the employee fails to be available for work within ten (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 also be terminated if the employee is re-employed in another prosecutorial unit.

10/5/4 In addition to the six (6) month recall period to any prosecutorial unit, the employee will have an additional four (4) year and six (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.

Section 6 Re-employment in Vacancies In Other Prosecutorial Units

10/6/1 An employee who has exhausted his or her rights under 10/5/1 shall, for the first six (6) months thereafter, have re-employment rights (as defined below) to any assistant district attorney vacancy in any of the other prosecutorial units under the following conditions. The employee shall inform the State Prosecutors Office of his or her current e-mail address so that the Office can notify the employee of vacancies. The employee is responsible for updating this information as needed during this six-month period. Upon notification of a vacancy, the employee, if interested in the position, shall contact the District Attorney of that prosecutorial unit and request consideration. If there is still a vacancy at the time the District Attorney receives the request, the District Attorney will offer the employee an interview within five working days, or as soon as possible thereafter given the office's workload before making an employment decision. If the District Attorney offers the employee employment under this section, the employee must indicate acceptance within five (5) workdays and be willing to start employment within ten (10) workdays of the date of the acceptance. An employee who is given 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, then the District Attorney may require a probationary period of up to ninety (90) days. The period during which the employee is on probation up to ninety (90) days under this paragraph will toll the time limits set forth in Sections 5 and 6. The definition of Reasonable Offer as defined in Section 7 does not apply to offers of re-employment under this section

10/6/2 Recall under 10/5/1 and 10/5/4 shall have priority over Re-employment in 10/6/1.

Section 7 Reasonable Offer

10/7/1 A reasonable offer of re-employment in a vacancy in another prosecutorial unit is defined as an offer of employment as an assistant district attorney:

A. in a prosecutorial unit with offices located less than forty (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 was the distance of the previous offices, and

B. the number of work hours required does not vary from the number of hours previously allocated to the position from which the employee was laid off, and

C. the offer is not conditioned upon a requirement for a probationary period.

Section 8 **Prosecutorial Unit Seniority**

10/8/1 Notwithstanding 9/3/1, Prosecutorial Unit Seniority will be adjusted for an assistant district attorney under the following conditions:

a. The assistant district attorney transfers to avoid layoff or is recalled to a prosecutorial unit other than one from which lay off occurred.

And

b. Within a year of transferring to avoid layoff or being recalled, the assistant district attorney elects to return to an assistant district attorney position in the prosecutorial unit from which lay off 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.

Section 9

10/9/1 In the case of competition between employees exercising transfer rights and employees exercising recall rights, the competition shall be resolved by seniority in state service as defined in 9/1/1.

ARTICLE XI
LABOR-MANAGEMENT PEACE AND STABILITY

Section 1

11/1/1 Inasmuch as this Agreement provides machinery for the orderly resolution of disputes which relate to this Agreement by an impartial third party, the Employer and Association recognize their mutual responsibility to provide for uninterrupted services. Therefore, for the mutual duration of this Agreement:

11/1/2 A. The Association agrees that neither it, its officers, agents, representatives or members, individually, collectively or in sympathy with other units of this or other Employers, will authorize, instigate, cause, aid, condone, or take part in any strike, work stoppage, sit-down, stay-in, slowdown or other concerted interruption of operations or services by employees (including purported mass resignations or sick calls) or any concomitant thereof. The Association agrees that the Employer has the right to deal with any such strike activity by:

1. Imposing discipline, including discharge or suspension without pay on any, some, or all of the employees participating therein, and/or on any, some, or all of the leaders of the labor organization who so participate, as the Employer may choose;

2. Canceling the civil service status of any employee engaging therein;

3. Seeking an injunction and/or requesting the imposition of fines, either against the Association and/or the employee(s) engaging therein, and/or suing for damages because of such strike activity.

11/1/3 When the Employer notifies the Association by certified mail that any of its members are engaged in any such strike activity, the Association will immediately, in writing, order such employees to return to work, provide the Employer with a copy of such order by certified mail within twenty four (24) hours of receipt of the notification from the Employer, and a responsible officer of the Association will publicly order the striking employees to discontinue such conduct through the medium of local newspapers and/or local radio. Failure of the Association to take such action will be considered in determining whether or not the Association caused or authorized, directly, or indirectly, the strike. This clause is not subject to the arbitration provisions of this Agreement but will be enforced by the ordinary processes of law.

11/1/4 B. The Employer agrees that neither it, its officers, agents or representatives, individually or collectively, will authorize, instigate, cause, aid or condone any lockout.

Section 2

11/2/1 In the event a dispute arises between the parties hereto with respect to whether or not the Association or any of its officers, agents, or representatives has caused or authorized, either directly or indirectly, a strike, work stoppage, sit-down, stay-in, slowdown, or other concerted interruption of operations of services by employees, or in the event of a dispute arising as to whether or not the Employer has locked out employees, such disputes will be settled in arbitration as provided in this Agreement. This Section will not affect the right of the Employer to deal with any strike activity pursuant to Section 1 of this Article.

ARTICLE XII

GENERAL

Section 1 Obligation to Bargain

12/1/1 This Agreement represents the entire Agreement of the parties and will supersede all previous agreements, written or verbal. The parties agree that the provisions of this Agreement will supersede any provisions of the rules of the Administrator, Division of Merit Recruitment and Selection relating to any of the subjects of collective bargaining contained herein when the provisions of such rules differ with this Agreement. The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that all of the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Employer and the Association for the life of this Agreement, and any extension, each voluntarily and unqualifiedly waives the right, and each agrees that the other will not be obligated to bargain collectively with respect to any subject or matter referred to or covered in this Agreement, or with respect to any subject or matter not specifically referred to or covered in this Agreement to the extent that either party has waived bargaining on such subject or matter.

Section 2 Retroactivity

12/2/1 No provision of this contract will be retroactive unless so specifically stated.

Section 3 Partial Invalidity

12/3/1 Should any part of this Agreement or any provision contained herein be declared invalid by operation of law or by any tribunal of competent jurisdiction, such invalidation of such part or provision will not invalidate the remaining portions hereof and they will remain in full force and effect.

Section 4 Local Practices

12/4/1 All local practices developed under previous labor agreement, ordinances, resolutions, enactments, employment policies or otherwise will expire with the effective date of this Agreement. Such practices may be renewed only with the consent of the District Attorney and only to the extent that the practices are otherwise consistent with the terms of this Agreement.

ARTICLE XIII

TERMINATION OF AGREEMENT

13/1/1 The terms and conditions of this Agreement will terminate at 12:00 midnight on the 30th day of June, 2003. Upon termination of this Agreement, the provisions of the grievance procedure will continue in effect for such period of time as is necessary to complete the processing of any grievances instituted prior to the termination of the Agreement.

ARTICLE XIV

RATIFICATION

14/1/1 This Agreement has been ratified by the Association membership in accordance with their constitution and bylaws and approved by the Joint Committee on Employment Relations, both houses of the Legislature and the Governor in accordance with the State Employment Labor Relations Act.

NEGOTIATING NOTE 1
2003 - 2005 AGREEMENT

The Association agrees that for the life of this Agreement, it will not bring any legal action against the State on the manner of its provision, construction and administration of Employee Reimbursement Accounts for Assistant District Attorneys.

NEGOTIATING NOTE 2
2003 - 2005 AGREEMENT

DEPUTY DISTRICT ATTORNEY RIGHTS TO REAPPOINTMENT

The provisions in Article VI, Section 22 of this Agreement, relating to the reappointing of employees who voluntarily terminate from a bargaining unit position to accept a position as Deputy District Attorney shall apply to former members of the bargaining unit who similarly terminated during the period June 30, 1991 and the effective date of the Agreement.

NEGOTIATING NOTE 3
2003 - 2005 AGREEMENT

It is understood that the results of the Case Management Time Study (CMTS) mandated by 1991 Wisconsin Act 39 as submitted to the Legislature was intended solely for the purpose of determining staffing-level needs in District Attorney offices. The results of that time study methodology will never be used in any way to evaluate an Assistant District Attorney or groups of Assistant District Attorneys for discipline or for wage adjustments, including merit pay. This understanding, however, does not extend to a District Attorney's analysis of, and any consequent action with respect to, an Assistant District Attorney's overall performance which may include activities that may also have been the subject of the CMTS.

NEGOTIATING NOTE 4
2003 - 2005 AGREEMENT

Conditions for Temporary Compensation Arrangements
for Sunday Staffing
of Domestic Violence Prosecution in Milwaukee County
District Attorney's Office

Notwithstanding Article VII, Section 1, for the period of the 2003-2005 collective bargaining agreement, Assistant District Attorneys specifically assigned by the Milwaukee County District Attorney to staff the office on Sundays in order to prepare, review and process weekend and backlogged domestic violence complaints will be paid at straight time for hours assigned and worked, up to a total of ten (10) hours for the day for the assigned assistant district attorneys. The temporary compensation arrangements of this negotiating note are agreed between the parties solely to accommodate a unique combination of existing circumstances affecting prosecutions in Milwaukee County. This negotiating note will be strictly construed to limit the compensation to the conditions expressed in this note, and will not include any compensation beyond salary, or professional time where approved by the appropriate supervisor, for other prosecutorial duties, including but not limited to on-call, standby, callback, extended trials and any other duties related to the work of an assistant district attorney.

NEGOTIATING NOTE 5
2003 - 2005 AGREEMENT

Conditions for Compensation Arrangement for Weekend Courts

Compensation for Sunday court duty will be made, notwithstanding Article VII, Section 1, only in those District Attorney Offices where the following conditions are met. The county, chief judge or higher judicial authority must have established a regular, continuing Sunday intake court; the Assistant District Attorney(s) must be specifically assigned to process and/or represent the State on the charges brought to the court on that Sunday. The Assistant District Attorney(s) will be compensated at straight time for hours assigned and worked, up to eight (8) hours for the day. An Assistant District Attorney will not be paid under both Negotiating Note 4 and 5 for the same hours worked. Compensation under this negotiating note will not apply if the District Attorney assigns his/her Assistant District Attorneys to Sunday court duty on a rotational basis as part of their regularly scheduled work weeks. If a District Attorney implements a rotational system, he/she will, upon request, meet and discuss with Union representatives the potential impact of such a system on working conditions. Total statewide compensation paid under this note will not exceed an expenditure of $75,000 in FY 2003-2004 and $75,000 in FY 2004-2005 under this contract. This negotiating note will be strictly construed to limit the compensation expressed in this note, and will not include any compensation beyond salary, or professional time where approved by the appropriate supervisor, for other prosecutorial duties, including but not

limited to, on-call, standby, callback, extended trials and any other duties related to the work of an assistant district attorney. This negotiating note will be effective only for the term of the 2003-2005 collective bargaining agreement, and will expire on June 30, 2005, unless extended by specific reference to this negotiating note.

NEGOTIATING NOTE # 6
2003-2005 AGREEMENT
DISCUSSIONS ON PERSONNEL ACTIONS

The Director of the State Prosecutors Office will maintain close liaison with the President of the Association with regard to the financial situation of the District Attorney program. In the event that personnel actions are being considered to maintain a balanced budget, the State Prosecutors Office will enter into timely discussions with the Association regarding their possible implementation. These discussions will take into consideration the interest of the members of the Association, the District Attorneys, the needs of the prosecutorical units and the people they serve. The Employer will make efforts to manage budget cuts to mitigate the impact on bargaining unit employees. This Negotiating Note will sunset on June 30, 2005. This provision will sunset unless extended by mutual agreement of the parties.

1991

Mr. Timothy Hawks, Attorney
Schneidman, Myers, Dowling & Blumenfield
700 West Michigan Street
Suite 500
P.O. Box 442
Milwaukee, Wisconsin 53201-0442

Re: Interpretation of Art. II, Sec. 2 "Association Activity"

Dear Mr. Hawks:

As you know, ongoing concern has been expressed from your team as to the practical breadth of application of the Article II, Section 2 prohibition on Association Activity to incidental or transient statements made during work time by assistant district attorneys relating to Association activity. It is not the intent of the State in proposing the language of Article II, Section 2 that it includes incidental communications on "Association matters" while on work time of the character described by you, e.g. one assistant district attorney mentioning to another that the Association meeting is at 7:00 that night.

Very Truly Yours.

Thomas E. Kwiatkowski, Chief Spokesperson
State of Wisconsin Management Bargaining Team
Department of Employment Relations
Division of Collective Bargaining

cc: Stuart Morse, Director - State Prosecutors Office/DOA

TEK 9/18/91

MEMORANDUM OF UNDERSTANDING # 1

Any vacation carry over from calendar year 2002 that is not used by July 1, 2003 will be automatically carried until December 31, 2003. Calendar year 2002 vacation that is not used by December 31, 2003 will be lost.

MEMORANDUM OF UNDERSTANDING # 2
ATTORNEY COMPENSATION COMMITTEE
2003-05

The parties agree to establish an Attorney Compensation Committee to serve as an advisory committee to advise the Employer on establishing a pay structure for attorneys. The Committee will make recommendations on:

- Pay comparables reflecting the amounts of minimum and maximum pay levels for attorneys at comparable levels of professional work and responsibility in the public and private sector to be used in establishing pay adjustments in the future.

- A promotional pay structure reflecting comparable promotional structures in the public and private sector to be used in establishing pay adjustments in the future.

- Guidelines for responsible merit programs and distribution of merit steps to employees.

The Attorney Compensation Committee members shall include a representative of:

- the Department of Administration,
- the Attorney General,
- the State Bar,
- Office of the State Public Defender,
- each attorney collective bargaining unit,
- District Attorneys
- Each of the University of Wisconsin and Marquette Law Schools

The Committee shall complete its work and report its findings and conclusions to the Director of the Office of State Employment Relations by June 1, 2004. In making its report, the Committee shall:

- Review the May 1992 Attorney Compensation Study;
- Examine the State's compensation of attorneys it employs;
- Recommend pay structures and adjustments methods based on such considerations as compensation for comparable positions, competitive practices, appropriate principles and techniques of wage and salary administration; and

- Gather and analyze data on recruitment, retention and turnover of attorneys and use such data to recommend methods to insure the retention and recruitment of highly skilled legal counsel in the public service.

The Director of OSER shall use the report to assist in developing a compensation proposal for the 2005-07 contract for the attorney bargaining units. In the event that the Committee's recommendation results in an adjustment in compensation for non-represented attorneys prior to 2005-07, the attorney's bargaining units will have the opportunity to elect application of the changes to members of their unit.

Agreed this _____day of _____, 2003
between…….

APPENDIX A*
ASSISTANT DISTRICT ATTORNEY PAY SCHEDULE

I. Effective the first day of the pay period following the effective date of the Agreement through June 26, 2004

Title	Minimum	Maximum	Transaction Step
Asst. Dist. Atty.	$19.707	$50.561	$0.592

II. Effective June 27, 2004, through June 30, 2005

Title	Minimum	Maximum	Transaction Step
Asst. Dist. Atty.	$19.905	$51.067	$0.598

In the event the Employer uses Hiring Above The Minimum (HAM) or Raised Minimum Rate (RMR) for recruitment, the Employer will notify the Association for informational purposes at the time of implementation.

APPENDIX B
2003 - 2005 AGREEMENT

Supplemental Health Insurance Conversion Credits Upon Retirement

Years of Seniority	Maximum Matching Credits - General	Maximum Matching Credits - Protective
15	780	1170
16	832	1248
17	884	1326
18	936	1404
19	988	1482
20	1040	1560
21	1092	1638
22	1144	1716
23	1196	1794
24	1248	1872
25	1352	1976
26	1456	2080
For each additional year:	Add 104 hours	Add 104 hours

BARGAINING TEAM

STATE OF WISCONSIN

Barbara Jill Thomas, Chief Spokesperson
Office of State Employment Relations

Mark Wild, Assistant Chief Spokesperson
Office of State Employment Relations

Lynn Maulbetsch, Compensation Analyst
Office of State Employment Relations

John Vincent, Director of the Bureau of Compensation
Office of State Employment Relations

Leean White, Director of the Bureau of Classification
Office of State Employment Relations

Stuart Morse, Director of the State Prosecutors Office
Department of Administration

Robert Jambois
Kenosha District Attorney

James Martin
Milwaukee Deputy District Attorney

E. Michael McCann
Milwaukee District Attorney

Michael Nieskes
Racine Deputy District Attorney

Susan Karaskiewicz (alternate)
Kenosha Deputy District Attorney

BARGAINING TEAM

ASSOCIATION OF STATE PROSECUTORS

Timothy Hawks, Chief Spokesperson
Shneidman, Hawks & Ehlke

John Burr, President
Association of State Prosecutors
Dane County District Attorneys Office

Audrey Skwierawski, Attorney
Milwaukee County District Attorneys Office

Gale Shelton, Treasurer
Association of State Prosecutors

Larry Lasee, Attorney
Brown County District Attorneys Office

Bill Thorie, Attorney
Pierce County District Attorneys Office

Tom White, Attorney
Rock County District Attorneys Office

Catharine White, Attorney
Shawano-Menominee District Attorneys Office

Jeff Altenburg, Attorney
Milwaukee County District Attorneys Office

Irene Parthum
Milwaukee County District Attorneys Office

Kevin Osborne
Waukesha County District Attorneys Office

James Newlun
Racine County District Attorneys Office

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