

AGREEMENT

between the

STATE OF WISCONSIN

and the

WISCONSIN

STATE ATTORNEYS ASSOCIATION

January 25, 2014—June 30, 2014
– June 30, 2015

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AGREEMENT

This Agreement made and entered into this ~~25th day of January, 2014~~, at Madison, Wisconsin, pursuant to the provisions of ss. 111.80-111.97, Wis. Stats., and between the State of Wisconsin and its Agencies (hereinafter referred to as the Employer) represented by the Office of State Employment Relations and the Wisconsin State Attorneys Association, Inc., (hereinafter referred to as the Association) as the representative of employees classified as attorneys employed by the State of Wisconsin.

PURPOSE OF AGREEMENT

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.

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.

ARTICLE I

SCOPE OF THE AGREEMENT

1/1/1 This Agreement relates only to state employees classified as Attorney or Assistant Attorney General in the appropriate collective bargaining unit as defined by the Wisconsin Employment Relations Commission, Certification Case XXXIII No. 16403 SE-65 Decision No. 11640 dated March 26, 1973, and as amended.

ARTICLE II

Wages

Section 1 General Wage Adjustment (GWA)

2/1/1 Except as otherwise provided under Section 2 of this Article, the Employer agrees to provide all employees classified as Attorney and covered by this Agreement the following wage adjustments:

2/1/2 The Employer will apply the following adjustments for fiscal year ~~2013-2014-2015~~ for eligible Attorneys in pay status on the effective date:

A. Except as noted in B. below, effective the first day of the pay period following the effective date of the Agreement, each eligible Attorney in pay status on that date will receive a General Wage Adjustment (GWA) of one percent (1.0%) of their base pay rate, subject to the pay range maximum. Any Attorney who is not eligible to receive the GWA, or who receives a GWA of less than 1.0%, due solely to the pay range maximum limitation will be eligible to receive an Annualized General Wage Adjustment Payment as provided under Section 4, below.

B. Any Attorney who did not receive a 1.0% GWA on ~~June 30, 2013~~June 29, 2014, but who did receive a structure pay adjustment on ~~June 30, 2013~~June 29, 2014, of less than 1.0% of their base pay rate, shall receive a GWA equal to the difference between 1.0% of the employee's base pay rate immediately ~~before receiving~~prior to receipt of the structure adjustment, and the structure adjustment value already received.

2/1/3 An employee hired into state service prior to ~~June 30, 2013~~June 29, 2014, and entering this bargaining unit as an Attorney after the implementation of the GWA provided in 2/1/2, above, and who has not ~~been~~previously been considered for or did not receive a fiscal year ~~2013-2014-2015~~ GWA due to a delay in implementation of the ~~2013-2014-2015~~ Agreement in the employee's previous bargaining unit, shall receive the GWA provided under 2/1/2 A. or B., above, effective prior to any pay on appointment adjustment.

2/1/4 Employees receiving a GWA under 2/1/3 are also eligible to receive an associated lump sum payment for all hours in pay status from ~~June 30, 2013~~June 29, 2014, to the date of ~~receiving~~their receipt of the GWA.

Section 2 Employees Not Eligible for the ~~2013-2014-2015~~ General Wage Adjustment (GWA)

2/2/1 Any employee in the classification of Assistant Attorney General, or who received an ~~Attorney-attorney~~ progression ~~placement effective July 14, 2013~~award effective on or after July 13, 2014, is not eligible for the GWA or Annualized GWA Payment.

~~2/2/2~~ Any employee with an original appointment in state service on or after ~~June 30, 2013~~June 29, 2014, is not eligible for the GWA or Annualized GWA Payment.

~~2/2/3~~ Any employee who has previously been considered for or received a GWA or a corresponding fiscal year lump sum payment provided under the Compensation Plan or another collective bargaining agreement for fiscal year ~~2013-2014-2015~~, is not eligible for the GWA or Annualized GWA Payment.

~~2/2/4~~ Any employee who received a structure pay adjustment of at least 1.0% on ~~June 30, 2013~~June 29, 2014, to raise the employee's pay rate to the new pay range minimum is not eligible for the GWA or Annualized GWA Payment.

Section 3 Lump Sum Wage Payment for Delay in Implementing the ~~2013-2014-2015~~ General Wage Adjustment (GWA)

~~2/3/1~~ Attorneys in pay status on the effective date of the GWA will receive a lump sum wage payment in an amount equal to the value of the GWA received under 2/1/2, above, multiplied by the number of the Attorney's hours in pay status (in any classification) from ~~June 30, 2013~~June 29, 2014, to the effective date of the GWA. The lump sum wage payment will be provided as soon after the effective date of the Agreement as is administratively feasible.

~~2/3/2~~ Attorneys who were laid off from the bargaining unit after ~~June 30, 2013~~June 29, 2014, will receive a lump sum wage payment in an amount equal to the value of the GWA they would have received under 2/1/2, above, multiplied by the number of the Attorney's hours in pay status from ~~June 30, 2013~~June 29, 2014, to the effective date of the GWA.

~~2/3/3~~ Attorneys who ~~went on~~began a leave of absence from a position in the bargaining unit after ~~June 30, 2013~~June 29, 2014, and who have not returned to pay status will receive no payment until they return to pay status in the bargaining unit during the term of this Agreement.

~~2/3/4~~ For the purposes of calculating employee benefits, the lump sum wage payment will be considered as salary or wages earned during the period commencing ~~June 30, 2013~~June 29, 2014, to the effective date of the Agreement.

Section 4 Annualized General Wage Adjustment Payment (Annualized GWA Payment)

~~2/4/1~~ Effective the first pay period following the effective date of the Agreement, any employee classified as an Attorney who receives no GWA, or receives a GWA of less than 1.0%, under Section 1, above, ~~or who did not receive any Attorney progression placement increase on July 14, 2013~~, due solely to the pay range maximum limitation, shall receive an Annualized GWA Payment, prorated by budgeted FTE, equal to the amount of the 1.0% GWA not received because of the pay range maximum, multiplied by 2,088 hours.