

State of Wisconsin

OFFICE OF STATE EMPLOYMENT RELATIONS

- *COMPENSATION & LABOR RELATIONS BULLETIN* -

Date: November 13, 2009

Locator No: OSER-0256-CLR/LR/PP

Subject: Information on Processing FY 2007-2008 and FY 2008-2009 Wage Adjustments, Corresponding Lump Sum Wage Payments and Annualized Wage Adjustment Payments for the Assistant District Attorneys (20)

This information is provided to assist appointing authorities in determining 2007-2008 and 2008-2009 fiscal year general wage adjustments, market adjustments, and corresponding lump sum wage payments for employees in represented Assistant District Attorney positions (bargaining unit 20). These adjustments and lump sum payments are granted in accordance with Article V, Sections 1 through 5 of the 2007-2009 Agreement between the State of Wisconsin and the Association of State Prosecutors (ASP). All base pay increases must be applied in the order set forth in this bulletin.

SECTION I. ORDER OF PAY ADJUSTMENTS WITH THE SAME EFFECTIVE DATE

Pursuant to Article V, Section 1 of the 2007-2009 ASP Agreement, multiple pay adjustments with the same effective date will be applied in the order consistent with the order of pay adjustments for analogous personnel transactions in the classified service under § ER 29.04, of the Wis. Adm. Code, and in Section order below for contractual adjustments.

Use the pay schedule at the bottom of this table for transaction adjustments 1 through 8, below, on November 8, 2009. Use the pay schedule in Section III for the GWA noted in line 9. Use the pay schedule in Section VI for the GWA and Market Adjustment noted in lines 10 and 11. Use the pay schedule in Section XI for the GWA noted in line 12, for original appointments on November 8, 2009, and for all pay transactions after November 8, 2009.

1. Completion of the first 6 months of a probationary/trial period adjustment
2. Reallocation/regrade adjustment
3. Reclassification/regrade adjustment
4. Promotion/upward movement adjustment
5. Demotion/downward movement adjustment
6. Transfer/lateral movement adjustment
7. Reinstatement
8. Restoration
- 9. Fiscal Year 2007-2008 2% General Wage Adjustment**
- 10. Fiscal Year 2008-2009 1% General Wage Adjustment**
- 11. Fiscal Year 2008-2009 Market Adjustment**
- 12. Fiscal Year 2008-2009 2% General Wage Adjustment**

12. Fiscal Year 2008-2009 2% General Wage Adjustment			
13. Original Appointment			
Pay Schedule for transactions 1 through 8, above			
Title	Minimum	Maximum	Transaction Step

SECTION II. FY 2007-2008 GENERAL WAGE ADJUSTMENT (GWA)

- A. Effective Date.** The GWA is effective November 8, 2009.
- B. Eligibility.**
1. **Eligible.** Except for employees described under 2., below, all employees in pay status on November 8, 2009, and former employees who retired or died while serving in a bargaining unit position between June 24, 2007 and November 8, 2009, are eligible to receive a GWA.
 2. **Ineligible.** The following employees are ineligible to receive a GWA:

Any employee whose pay upon appointment was set in recognition of a previously earned rate that included a FY 2007-2008 general wage adjustment provided under another 2007-2009 state employee labor agreement or compensation plan.
- C. Amount.** Each eligible employee will receive a GWA of 2.0% of the employee's base pay rate subject to the FY 2007-2008 pay range maximum provided in Section III of this bulletin.

SECTION III. PAY SCHEDULE IMPLEMENTATION FOR FY 2007-2008 GWA ASSISTANT DISTRICT ATTORNEYS (SCHEDULE 20)

Pay Schedule 20, below, is implemented on November 8, 2009, for implementation of the FY 2007-2008 GWA, only. Any employee whose base pay rate falls below the pay range minimum will receive an adjustment to the new pay range minimum.

Title	Minimum	Maximum	Transaction Step
Assistant District Attorney	\$22.978	\$55.538	\$0.690

SECTION IV. FY 2007-2008 ANNUALIZED GENERAL WAGE ADJUSTMENT PAYMENT

- A.** Employees who receive a GWA under Section II, above, of less than 2.0% of their base pay rate on November 8, 2009, solely because of the pay range maximum limitation will receive an Annualized

General Wage Adjustment Payment equal to the difference between the value of 2.0% of the employee's base pay rate prior to the GWA and the amount the employee actually received, multiplied by 2088.

- B. The Annualized General Wage Adjustment Payment will be prorated based on the employee's budgeted full-time-equivalent (FTE) on November 8, 2009.
- C. Employees who are not in pay status on the stated effective date for the Annualized General Wage Adjustment Payment and who return from an approved leave of absence from a bargaining unit position during the term of the Agreement will receive any Annualized General Wage Adjustment Payment for which they would otherwise have been eligible.

SECTION V. FY 2008-2009 1% GENERAL WAGE ADJUSTMENT (GWA)

- A. **Effective Date.** The GWA is effective November 8, 2009.
 - 1. **Eligible.** All employees in pay status on November 8, 2009, and former employees who retired or died while serving in a bargaining unit position between July 6, 2008 and November 8, 2009, are eligible to receive a GWA.
 - 2. **Ineligible.** The following employees are ineligible to receive a GWA:

Any employee whose pay upon appointment was set in recognition of a previously earned rate that included a FY 2008-2009 1% wage adjustment provided under another 2007-2009 state employee labor agreement or compensation plan.

- B. **Amount.** Each eligible employee will receive a GWA of 1.0% of the employee's base pay rate subject to the pay range maximum provided in Section VI of this bulletin.

SECTION VI. PAY SCHEDULE IMPLEMENTATION FOR THE FY 2008-2009 1% GWA ASSISTANT DISTRICT ATTORNEYS (SCHEDULE 20)

Pay Schedule 20, below, is implemented on November 8, 2009, for implementation of the FY 2008-2009 1% GWA, and the Market Adjustment in Section VIII of this bulletin. Any employee whose base pay rate falls below the pay range minimum will receive an adjustment to the new pay range minimum.

Title	Minimum	Maximum	Transaction Step
Assistant District Attorney	\$23,203	\$56,094	\$0.697

SECTION VII. ANNUALIZED GENERAL WAGE ADJUSTMENT PAYMENT FOR THE FY 2008-2009 1% GWA

- A. Employees who receive a GWA under Section V, above, of less than 1.0% of their base pay rate, solely because of the pay range maximum limitation will receive an Annualized Wage Adjustment Payment equal to the difference between the value of 1.0% of the employee's base pay rate prior to the GWA and the amount the employee actually received, multiplied by 2088.
- B. The Annualized General Wage Adjustment Payment will be prorated based on the employee's budgeted FTE on November 8, 2009.
- C. Employees who are not in pay status on the stated effective date for the Annualized General Wage Adjustment Payment and who return from an approved leave of absence from a bargaining unit position during the term of the Agreement will receive any Annualized General Wage Adjustment Payment for which they would otherwise have been eligible.

SECTION VIII. FY 2008-2009 MARKET ADJUSTMENT

- A. **Effective Date.** The market adjustment is effective November 8, 2009.
 - 1. **Eligible.** All employees in pay status on November 8, 2009, and former employees who retired or died while serving in a bargaining unit position between October 12, 2008 and November 8, 2009, are eligible to receive the market adjustment.
 - 2. **Ineligible.** The following employees are ineligible to receive a market adjustment:

Any employee whose pay upon appointment was set in recognition of a previously earned rate that included a market adjustment with a budgeted effective date of October 12, 2008, provided under another 2007-2009 state employee labor agreement or compensation plan.
- B. **Amount.** Each eligible employee will receive a market adjustment of \$1.25 per hour, subject to the pay range maximum provided in Section VI of this bulletin.

SECTION IX. ANNUALIZED MARKET ADJUSTMENT LUMP SUM PAYMENT

- A. Employees who receive a market adjustment under Section VIII, above, of less than \$1.25 per hour, solely because of the pay range maximum limitation will receive a Market Adjustment Lump Sum Payment equal to the difference between \$1.25 and the amount the employee actually received, multiplied by 1520.
- B. The Market Adjustment Lump Sum Payment will be prorated based on the employee's budgeted FTE on November 8, 2009.
- C. Employees who are not in pay status on the effective date of the Market Adjustment Lump Sum Payment and who return from an approved leave of absence from a bargaining unit position during the term of the Agreement will receive any Market Adjustment Lump Sum Payment for which they would otherwise have been eligible.

SECTION X. FY 2008-2009 2% GENERAL WAGE ADJUSTMENT (GWA)

A. Effective Date. The GWA is effective November 8, 2009.

1. **Eligible.** All employees in pay status on November 8, 2009, and former employees who retired or died while serving in a bargaining unit position between June 7, 2009 and November 8, 2009, are eligible to receive a GWA.
2. **Ineligible.** The following employees are ineligible to receive a GWA:

Any employee whose pay upon appointment was set in recognition of a previously earned rate that included a FY 2008-2009 2% wage adjustment provided under another 2007-2009 state employee labor agreement or compensation plan.

B. Amount. Each eligible employee will receive a GWA of 2.0% of the employee's base pay rate subject to the pay range maximum provided in Section XI of this bulletin.

SECTION XI. PAY SCHEDULE IMPLEMENTATION FOR THE FY 2008-2009 2% GWA ASSISTANT DISTRICT ATTORNEYS (SCHEDULE 20)

Pay Schedule 20, below, is implemented on November 8, 2009, for implementation of the FY 2008-2009 2% GWA, and remains in effect for the duration of the 2007-2009 labor agreement. Any employee whose base pay rate falls below the pay range minimum will receive an adjustment to the new pay range minimum.

Title	Minimum	Maximum	Transaction Step
Assistant District Attorney	\$23.673	\$57.218	\$0.711

SECTION XII. ANNUALIZED GENERAL WAGE ADJUSTMENT PAYMENT FOR THE FY 2008-2009 2% GWA

- A. Employees who receive a GWA under Section X, above, of less than 2.0% of their base pay rate, solely because of the pay range maximum limitation will receive an Annualized Wage Adjustment Payment equal to the difference between the value of 2.0% of the employee's base pay rate prior to the GWA and the amount the employee actually received, multiplied by 160.
- B. The Annualized General Wage Adjustment Payment will be prorated based on the employee's budgeted FTE on November 8, 2009.
- C. Employees who are not in pay status on the stated effective date for the Annualized General Wage Adjustment Payment and who return from an approved leave of absence from a bargaining unit position during the term of the Agreement will receive any Annualized General Wage Adjustment Payment for which they would otherwise have been eligible.

**SECTION XIII. LUMP SUM PAYMENT DUE TO THE DELAY IN PROCESSING THE
2007-2009 WAGE ADJUSTMENTS**

- A. Granting Date.** The lump sum payment provided under C., below will be granted in a separate check as soon as administratively feasible.
- B. Eligibility.** The employees described below are eligible to receive a lump sum payment as described in C., below:
1. Any employee in pay status on November 8, 2009, who receives a base pay increase under Section II, Section V, Section VIII, or Section X, above, is eligible to receive a lump sum payment as described in C., below, due to the delay in implementation of the pay adjustments.
 2. Former employees of the bargaining unit who retired or died while serving in a bargaining unit position between June 24, 2007 and November 8, 2009, and who receive a base pay increase under Section II, Section V, Section VIII, or Section X, above, are eligible to receive a lump sum payment as described in C., below, due to the delay in implementation of the pay adjustments.
 3. Subject to restrictions under a. and b., below, any employee on an approved leave of absence as of November 8, 2009, is eligible to receive a lump sum payment.
 - a. The employee must return from the leave to pay status in a bargaining unit position during the term of the Agreement.
 - b. The employee will not receive a lump sum payment until the employee has returned from the leave to pay status in a position in the bargaining unit.

NOTE: *When an assistant district attorney returns from an approved leave of absence without pay, the assistant district attorney receives a base pay rate equal to the last rate received, plus the intervening negotiated wage adjustments. When an intervening adjustment is discretionary, the amount will be limited to the amount that would have been generated by the employee, had the employee been in pay status on the effective date of the intervening adjustment. (Refer to 6/8/4 (3) of the 2007-2009 ASP Agreement and § ER 29.03 (7), Wis. Adm. Code.)*

NOTE: *Unclassified employees are not eligible for unpaid leave of absences except for those provided for in the collective bargaining agreement or those required by law (e.g., Family and Medical Leave Act).*

- C. Amount.**

1. The lump sum payment amount is determined as the sum of the amounts under a. through d., below, subtracting the cumulative difference between health insurance premiums owed by the employee under Article 6, Section 2, of the 2007-2009 Agreement and the premiums actually paid by the employee.
 - a. Multiply the base pay increase received under Section II, by all of the employee's "hours in pay status" from June 24, 2007 through November 7, 2009.
 - b. Multiply the base pay increase received under Section V, by all of the employee's "hours in pay status" from July 6, 2008 through November 7, 2009.
 - c. Multiply the base pay increase received under Section VIII, by all of the employee's "hours in pay status" from October 12, 2008 through November 7, 2009.
 - d. Multiply the base pay increase received under Section X, by all of the employee's "hours in pay status" from June 7, 2009 through November 7, 2009.
2. "Hours in pay status" include all hours worked plus the number of hours of paid leave time/compensatory time (approved professional time off) credits that were used during the each of the periods specified in 1., above.
3. Hours excluded from the "hours in pay status" definition are:
 - a. Time in elective office.
 - b. Work hours for which holiday or approved professional time-off credits were earned but not paid.
 - c. Any leave without pay hours.
4. In the event that the lump sum wages calculated under 1.a. through 1.d., above, are not large enough to pay off the health insurance premiums owed, the employer shall recover the remainder of the health insurance premiums owed in a reasonable manner (e.g., payroll deductions for a period of time).

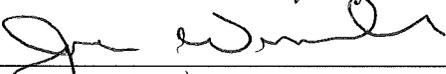
SECTION XIV. REFERRAL OF QUESTIONS

Questions regarding the *pay provisions* contained in this bulletin should be referred to the Division of Compensation and Labor Relations: John Wiesman by phone at (608) 266-1418, or via e-mail at John.Wiesman@Wisconsin.gov or the State Prosecutors Office: Phil Werner by phone at (608) 267-2700, or via email at Phil.Werner@Wisconsin.gov.

Employer questions regarding *all other contract provisions* should be referred to the Division of Compensation and Labor Relations: Leia Scoptur by phone at (608) 267-9462, or via e-mail at Leia.Scoptur@Wisconsin.gov.

Employer questions concerning payroll processing or file maintenance procedures should be referred to:

DOA Central Payroll: Shelley Schwartz (608) 264-9571



 Joe Wineke, Administrator
 Division of Compensation and Labor Relations

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