

SECTION C - COMPENSATION PROVISIONS FOR EMPLOYEES IN ATTORNEY POSITIONS IN THE CLASSIFIED SERVICE AND CERTAIN “NON-ESG” ATTORNEY POSITIONS IN THE UNCLASSIFIED SERVICE

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INTRODUCTION

This Section (Section C) includes provisions for GWA and Annualized GWA for nonrepresented classified attorneys and certain unclassified “Non-ESG” attorneys in state civil service. Nonrepresented classified attorneys are excluded from the provisions of Section A, 2.01 of this Plan for the 2021-2023 biennium. Unclassified “Non-ESG” attorneys included in this Section (Section C) are excluded from the pay on appointment and GWA provisions of Section B of this Plan for the 2021-2023 biennium. Those employees, however, will remain covered under all of the remaining applicable pay and benefit provisions of Sections A (classified employees) or B (unclassified employees) of this Plan for the 2021-2023 biennium. General Wage Adjustments will only apply to employees who are not represented by a certified collective bargaining unit.

1.00 Coverage

The provisions of this Section (Section C) apply to the following employees:

- (1) Professional legal-related classified employees.
 - (a) Permanent and project employees in positions allocated to classifications assigned to pay schedule 71.
 - (b) Permanent and project employees in positions allocated to the classifications in pay schedule 09.
- (2) Unclassified “Non-ESG” attorneys.
 - (a) Employees appointed on other than an LTE basis to Deputy District Attorney, Deputy District Attorney – Supervisor, and Assistant District Attorney positions.
 - (b) Employees appointed on other than an LTE basis to Assistant State Public Defender Attorney, Assistant State Public Defender Attorney-Confidential, Assistant State Public Defender Attorney-Confidential/Supervisor, Assistant State Public Defender Attorney-Management and Assistant State Public Defender Attorney - Supervisor positions.
 - (c) Employee appointed to the attorney position established under s. 569.015(2), Wis. Stats.

2.00 Nonrepresented General Wage Adjustment (GWA) and Annualized Nonrepresented GWA Payment for Fiscal Years 2021-2022 and 2022-2023

GWA:

- (1) Effective Date. The GWAs will be effective January 2, 2022, in FY 2021-2022, and January 1, 2023, in FY 2022-2023.
- (2) Eligibility. All employees who are in pay status on the effective date are eligible to receive a GWA except the following:
 - (a) Employees represented by a certified collective bargaining unit on the effective date of the GWA.
 - (b) Employees who are covered by s. 230.12(10) to (12), Wis. Stats., except as noted in (4), below.
 - (c) Employees who are covered by 3.00 of this Section (Section C), except as noted in (4), below.
 - (d) An employee whose job performance was rated unsatisfactory as a result of the most recent formal performance evaluations conducted in the 12-month period ending on the effective date of the applicable GWA.

- (e) Supervisors who have not completed formal performance evaluations on all subordinate employees, for whom performance evaluations are required, within the 12-month period ending on the effective date of the applicable GWA. (For purposes of these provisions, the requirements of Chapter ER 45, Wis. Adm. Code, will apply to both classified and unclassified employees.). If the required performance evaluations are completed by the following March 31, a supervisor shall be granted a Delayed GWA if the supervisor had been denied the GWA solely because of the failure to complete evaluations. The Delayed GWA will be effective April 10, 2022, for FY 2021-2022 and April 9, 2023, for FY 2022-2023, with no retroactive pay or lump sum payment for the delay.

NOTE: Extenuating circumstances may exist (e.g., leaves of absence) that would allow a supervisor to receive a GWA even though the required performance evaluations were not completed within the mandated timeframes. Contact DPM, Bureau of Classification and Compensation for further assistance.

- (f) Any employee paid at or above the applicable pay range maximum, or the new pay range maximum if the new pay range maximum takes effect on the same date as GWA distribution. An employee who is not eligible to receive a GWA solely because the employee's base pay is at or above the pay range maximum, if applicable, may qualify for an Annualized GWA Payment.
 - (g) Any employee in a position not eligible under (a) above, who later becomes eligible and who was in employment status on the effective date of a GWA, but did not receive or was not considered for the GWA, will be granted:
 - 1. The GWA(s) or Annualized GWA(s) as provided above.
 - 2. An associated lump sum payment for all the hours in pay status from the effective date(s) of the GWA(s) provided above, to the effective date of becoming eligible.
 - 3. Any GWA(s) received above, will be granted prior to setting pay upon appointment if moving to a new position.
- (3) Amount. All eligible employees will receive a GWA of 2.0% on January 2, 2022, and 2.0% on January 1, 2023. These increases are subject to the following restriction:

An employee's new base pay after application of the GWA must not exceed the applicable pay range maximum, or the new pay range maximum if a new pay range maximum takes effect on the same date as GWA distribution. (Refer to Annualized GWA Payment provisions below.)

- (4) Progression-eligible attorneys covered by s. 230.12 (10) through (12), or under 3.00 of this Section (Section C). Attorneys with satisfactory performance who have attained eligibility for merit pay progression, and whose pay increase funding is included in the state budget, and who have not yet received before or on the GWA effective date at least a 2.0%

progression increase for the applicable fiscal year, shall receive a GWA equal to the difference between 2.0% and the amount already received, if any.

Annualized GWA Payment:

- (1) **Granting Date.** The Annualized GWA Payment will be granted as soon as administratively feasible after the effective date of any GWA granted above.
- (2) **Eligibility.** Any employee may qualify for an Annualized GWA Payment if either of the conditions described under (a) or (b), below, apply:
 - (a) The employee was not eligible to receive a GWA solely because his or her base pay was at or above the pay range maximum.
 - (b) The employee did not receive the full GWA because of the pay range maximum limitation.
- (3) **Amount.** The amount of any Annualized GWA Payment granted to an employee is subject to the restrictions under (a) and (b) below:
 - (a) For employees who qualify for an Annualized GWA Payment because of the condition described in (2)(a) above: The hourly amount used in calculating an employee's Annualized GWA Payment will equal the full GWA amount (i.e., 2.0% on January 2, 2022, and 2.0% on January 1, 2023).
 - (b) For employees who qualify for an Annualized Payment because of the circumstances described under (2)(b) above: The hourly amount used in calculating an employee's Annualized GWA Payment will equal the difference between the full GWA amount (i.e., 2.0% on January 2, 2022, and 2.0% on January 1, 2023) and the partial GWA actually received by the employee.
- (4) **Calculating Annualized GWA Payments.** Annualized GWA Payments will be calculated by multiplying the hourly amount determined to be appropriate for the employee in accordance with (3) above, by 960 for the January 2, 2022 GWA and 960 for the January 1, 2023 GWA. Annualized GWA Payments provided to permanent part-time or seasonal employees will be prorated on the basis of the budgeted percentage of Full-Time Equivalency (FTE) on the GWA distribution date.
- (5) **Annualized GWA Payments for employees on approved unpaid leaves of absence.** Any employee who is on an approved unpaid leave of absence as of the effective date of the GWA distribution and who qualifies for an Annualized GWA Payment will receive the payment, subject to the following restrictions:
 - (a) The employee must return from the leave of absence to pay status by June 17, 2023, and the employee's restoration right must be derived from a position covered by the GWA Payment provisions of this Section (Section C), or the employee becomes eligible under ((2)g) of the GWA eligibility above.
 - (b) The employee will not receive a GWA Payment until he or she has returned to pay status.

- (c) The hourly GWA amount used in the calculation of an employee’s Annualized GWA payment will equal the amount determined to be appropriate under (3) and (4) above.

3.00 Parity Progression Plan Pay Adjustments

Employees whose positions are allocated to the classifications below will be eligible for a pay adjustment under the same terms and conditions provided for the subordinate or related position in s. 230.12(11), Wis. Stats.

Assistant State Public Defender Attorney Confidential
Assistant State Public Defender Attorney Confidential/Supervisor
Assistant State Public Defender Attorney Management
Assistant State Public Defender Attorney Supervisor

NOTE: Any employee who is dissatisfied with the evaluation methodology and results used by an agency to determine a progression adjustment, or the amount of such an adjustment received under this provision or under s. 230.12(10) to (12), Wis. Stats., may grieve the decision to the appointing authority under the agency's grievance procedure. The decision of the appointing authority is final and may not be appealed to the Commission under s. [230.44](#) or [230.45 \(1\) \(c\)](#).

4.00 Pay on Appointment

Pay on Appointment, except for Assistant District Attorney positions, shall be determined in accordance with Section I, 4.04 of this Plan.

Assistant District Attorney positions will be appointed at the minimum of the pay range, except:

- (1) A current permanent state employee not in an elected position may be hired at a rate not to exceed the employee’s current base pay.
- (2) A permanent classified or permanent unclassified attorney not in an elected position who separates from the position and returns within 5 years may receive a base pay rate calculated as if the employee were reinstated to a position in classified service under s. ER 29.03(6), Wis. Adm. Code.
- (3) A District Attorney who separates from that position and within 5 years is appointed to an Assistant District Attorney position will receive a base pay rate calculated in accordance with s. 230.12(10)(d), Wis. Stats.
- (4) A Judge or Justice who separates from that position and within 5 years is appointed to an Assistant District Attorney position will receive a base pay rate calculated in accordance the language provided for District Attorneys in s. 230.12(10)(d), Wis. Stats.
- (5) When appointed using Hiring Above the Minimum in accordance with Section E of this Plan.

- (6) (1) through (5) above are subject to the pay range maximum.
- (7) For (1), (2) and (5), the appointing authority has the discretion to determine which provision to use if more than one could occur.
- (8) An Assistant District Attorney granted a leave of absence to act as a Special Prosecutor or as a Governor appointee to a District Attorney position upon return will be paid as if restoring to classified service under s. ER 29.03(7), Wis. Admin. Code. If a progression increase under s. 230.12(10), Wis. Stats, occurs while on such a leave, a progression increase may also be provided in calculating the new base pay rate.

NOTE: Pay range 71-01 will be used for pay transactions involving unclassified attorney positions covered by this Section (Section C) except Schedule 20 will be used for Assistant District Attorney positions and Schedule 21 will be used for Assistant State Public Defender Attorney positions.

5.00 Discretionary Compensation

Discretionary Equity or Retention Adjustments (DERA) and Discretionary Merit Compensation (DMC) may be granted to certain employees covered by this Section (Section C) in accordance with Sections I and J of this Plan, respectively.

6.00 Bar Association Meetings and Activities

Employees may be granted up to five (5) days off during the calendar year without loss of pay to attend the State Bar of Wisconsin meetings or to participate in other local, State of Wisconsin, court, or national bar association activities.

7.00 Continuing Legal Education Requirements

The Employer may pay for or provide the continuing legal education credits necessary to maintain a law license in the state of Wisconsin. The Employer may grant leave with pay each calendar year to employees for the sole purpose of meeting those continuing legal education requirements. At the discretion of the Employer, such attendance may include reimbursement of travel, lodging, and related expenses.

8.00 Sunday Domestic Violence Staffing in Milwaukee County

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 may 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.

9.00 Sunday Intake Court Duty

Compensation for Sunday court duty may be made, if the following conditions are met. The county, chief judge or higher judicial authority must have established a regular, continuing Sunday intake court; and the Attorney must be specifically assigned to process and/or represent the State or persons on the charges brought to the court on that Sunday. The Attorney may 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 this provision and 8.00 above, for the same hours worked.