

AGREEMENT

between the

STATE OF WISCONSIN

and the

WISCONSIN
STATE ATTORNEYS ASSOCIATION

July 21, 2023-June 30, 2023

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AGREEMENT

This Agreement made and entered into this July 21, 2023 at Madison, Wisconsin, pursuant to the provisions of ss. 111.81-111.94, Wis. Stats., and between the State of Wisconsin and its Agencies (hereinafter referred to as the Employer) represented by the Department of Administration, Division of Personnel Management 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. 111.81-111.94, 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 2022-2023 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 four and seven-tenths percent (4.7%) 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 4.7%, 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 4.7% GWA on January 1, 2023, but who did receive a structure pay adjustment on January 1, 2023, of less than 4.7% of their base pay rate, shall receive a GWA equal to the difference between 4.7% of the employee's base pay rate immediately prior to receipt of the structure adjustment, and the structure adjustment value already received.

Section 2 Employees Not Eligible for the 2022-2023 General Wage Adjustment (GWA)

2/2/1 Any employee in the classification of Assistant Attorney General on the effective date of the GWA, or who received an attorney progression award effective on or after July 1, 2022, 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 January 1, 2023, 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 2022-2023, is not eligible for the GWA or Annualized GWA Payment.

2/2/4 Any employee who received a structure pay adjustment of at least 4.7% on January 1, 2023, 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 2022-2023 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 a bargaining unit position from January 1, 2023, 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 January 1, 2023, 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 in a bargaining unit position from January 1, 2023, to the effective date of the GWA.

2/3/3 Attorneys who began a leave of absence from a position in the bargaining unit on or after January 1, 2023, and who have not returned to pay status will receive no payment until they return to pay status in the bargaining unit without separation from state service.

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 January 1, 2023, to the effective date of the GWA.

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 4.7%, under Section 1, above, due solely to the pay range maximum limitation, shall receive an Annualized GWA Payment, prorated by budgeted FTE, equal to the amount of the 4.7% GWA not received because of the pay range maximum, multiplied by 2,080 hours.