

STATE OF WISCONSIN  
BEFORE THE WISCONSIN EMPLOYMENT RELATIONS COMMISSION

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DANIEL WILLIAMS, Complainant,

vs.

STATE OF WISCONSIN DEPARTMENT OF SAFETY AND  
PROFESSIONAL SERVICES, Respondent.

Case ID: 55.0016  
Case Type: COMP\_PPS

DECISION NO. 37790-A

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**Appearances:**

William H. Ramsey, Attorney, Department of Administration, 101 East Wilson Street, 10th Floor, P.O. Box 7864, Madison, Wisconsin, appearing on behalf of the State of Wisconsin Department of Safety and Professional Services.

Aaron N. Halstead, Attorney, Hawks Quindel, S.C., 409 East Main Street, P.O. Box 2155, Madison, Wisconsin, appearing on behalf of Daniel Williams.

**ORDER DENYING MOTION TO DISMISS**

On September 25, 2018, Daniel Williams filed a complaint with the Wisconsin Employment Relations Commission alleging that the State of Wisconsin Department of Safety and Professional Services had committed unfair labor practices within the meaning of §§ 111.84(1)(a) and (e), Stats., by allegedly violating a settlement agreement. The State filed a motion to dismiss on October 26, 2018, and Williams responded on November 21, 2018.

Having considered the matter, I make and issue the following:

**ORDER**

The motion to dismiss is denied.

Dated at Madison, Wisconsin, this 30th day of November, 2018.

**WISCONSIN EMPLOYMENT RELATIONS COMMISSION**

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Peter G. Davis, Examiner

**MEMORANDUM ACCOMPANYING ORDER DENYING MOTION TO DISMISS**

It is correctly undisputed by the parties that an agreement between a union and employer settling an employee grievance is a collective bargaining agreement. The parties also agree that § 111.84(1)(e) of the State Employment Labor Relations Act (SELRA) makes it an unfair labor practice for the State of Wisconsin to violate a collective bargaining agreement, and that the Wisconsin Employment Relations Commission is statutorily identified as an available forum for litigating an alleged violation of a bargaining agreement. The State nonetheless asserts that the Commission lacks jurisdiction over this alleged violation of § 111.84(1)(e), Stats., because Williams (a signatory to the settlement agreement in question) was not an employee covered by SELRA at the time of the alleged violation. Williams persuasively argues that, because he was a SELRA covered employee at the time the settlement agreement was reached and is a signatory to the agreement, the Commission has jurisdiction over his complaint.

The State also makes arguments as to whether the settlement agreement is even applicable to Williams' removal from an unclassified position, whether the agreement was in any event violated, and whether the remedy for any violation of the agreement can include reinstatement to an unclassified position. All such arguments remain unresolved by this limited jurisdictional ruling on the motion to dismiss.

Dated at Madison, Wisconsin, this 30th day of November, 2018.

**WISCONSIN EMPLOYMENT RELATIONS COMMISSION**

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Peter G. Davis, Examiner