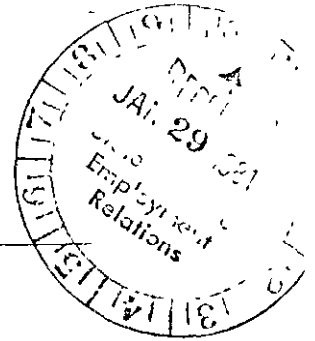


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FEB 12 1981 STATE OF WISCONSIN  
Personnel COURT OF APPEALS  
Commission . No. 80-1689



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DEPARTMENT OF EMPLOYMENT  
RELATIONS, DIVISION OF  
PERSONNEL,

Petitioner-Respondent  
and Cross-Appellant,

v.

WISCONSIN PERSONNEL COMMISSION  
(Ralph Doll),

Appellant and Cross-Respondent.

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SETTLEMENT AGREEMENT AND RELEASE

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This agreement is entered into by Ralph Doll ("Doll"), the Wisconsin Department of Employment Relations, Division of Personnel, and the Wisconsin Department of Administration ("State") and the Wisconsin Personnel Commission ("Commission") as a full and complete compromise of their differences in the captioned case and as a release of all claims by Doll against the State arising out of his employment which are pending either within the contractually bargained arbitration process or before the Commission as of January 1, 1981. In consideration of the mutual promises set forth below the parties agree as follows:

1. As of December 28, 1980, the position occupied by Ralph Doll shall be reclassified to the Maintenance Mechanic 2 level, and Doll shall be regraded accordingly. As of the same date, Doll's base salary shall be increased to \$7.490 per hour. Although it is agreed that the hourly salary of \$7.490 is the amount Doll would have been earning had his position been reclassified on or about June 21, 1978, it is expressly stipulated that neither the June 21, 1978 date nor the base pay agreed upon herein shall be entitled to precedential value in any other case or proceeding.

2. In conjunction with the reclassification and regrading described in Paragraph 1 and as soon after January 1, 1981 as possible, Doll and the State agree to confer regarding the duties of his position and prepare, in accordance with normal procedures, an updated position description accurately reflecting the duties assigned Doll's position. The Department of Administration agrees to restructure Doll's position and the duties assigned it to the extent necessary for a confirmation by the Division of Personnel that the position is properly classified at the Maintenance Mechanic 2 level.

3. Promptly upon execution of this agreement, the State agrees to pay to Doll the sum of \$1,000 in full settlement to Doll of all outstanding claims growing out of his employment by the State which are the subject of this agreement.

4. The State agrees to remove immediately from Doll's personnel file the written reprimand dated April 11, 1980 and the letter notifying Doll of a one-day suspension dated October 17, 1980. It is expressly understood that an earlier reprimand, which is the subject of a pending grievance, has already been removed from the file. It is also expressly understood that this settlement shall not prejudice management's right in the future to take appropriate disciplinary action involving Doll should future circumstances warrant it.

5. Upon execution of this agreement, Doll agrees to withdraw and cause to be dismissed with prejudice all contractual grievances pending against the State as of January 1, 1981, regardless of their stage of processing, in which he is the sole grievant. Doll further agrees, at the same time, to cause his name to be withdrawn as a grievant from any other such grievances in which he is involved as a joint or group grievant. Such grievances include without limitation because of enumeration all grievances relating to work assignments and working out of his classification, disciplinary grievances, claims for overtime pay and claims for reimbursement for a \$25 medical bill.

6. Upon execution of this agreement, Doll agrees to dismiss voluntarily and with prejudice all appeals or complaints filed against the State which are pending before

the Commission as of January 1, 1981, in which he is the sole appellant or complainant, and, at the same time, to cause his name to be withdrawn as a party from any other case before the Commission in which he is named as a joint appellant or complainant. Such cases include, without limitation because of enumeration, Case Nos. 79-260-PC, 79-261-PC, 79-341-PC, 80-20-PC and an unnumbered appeal regarding pay for carpentry work.

7. It is agreed by all parties to this agreement that nothing in the Commission's decision dated July 5, 1979, is intended, nor should it be construed, to the contrary of the proposition that classification of a particular position in the state classified service is normally and properly based on the level of the duties performed by the incumbent a majority of the time.

8. The Division of Personnel agrees not to construe the memorandum decision and judgment of the circuit court in the captioned case as contrary to the proposition that compensation is appropriately paid from the effective date of a reclassification, regardless of whether reclassification is by Division action on its own motion or as required by lawful order.

9. Upon execution of this agreement, the parties agree to dismiss with prejudice all appeals and cross-appeals in the captioned case.

10. This settlement agreement is made for the purpose of reaching a mutually acceptable and beneficial compromise of disputed claims and in order to avoid the further burden and expense of litigation. It is agreed that the settlement agreed to herein shall not have precedential value in any other case or proceeding.

DEPARTMENT OF EMPLOYMENT  
RELATIONS, DIVISION OF  
PERSONNEL, STATE OF WISCONSIN

Jan. 29, 1981  
Date

By:

[Signature]  
Hugh Henderson, Secretary  
Department of Employment  
Relations, State of Wisconsin

BRONSON C. LA FOLLETTE  
Attorney General

February 2, 1981  
Date

By:

[Signature]  
Maureen McGlynn  
Assistant Attorney General  
114 East, State Capitol  
Madison, Wisconsin 53702  
Attorneys for the Department  
and Division.

DEPARTMENT OF ADMINISTRATION,  
STATE OF WISCONSIN

2-2-81  
Date

By:

[Signature]  
Edward Main  
Legal Counsel  
101 South Webster  
Madison, Wisconsin 53702

WISCONSIN PERSONNEL COMMISSION,  
STATE OF WISCONSIN

February 9, 1981  
Date

By:

Daphne Webb  
Daphne Webb  
Jacobs, Webb & Weiden  
329 West Wilson Street  
Madison, Wisconsin 53703  
Attorney for the Commission.

RALPH DOLL

Jan. 28, 1981  
Date

Ralph Doll  
Ralph Doll

Jan 28, 1981  
Date

By:

Emil Muelver  
Emil Muelver  
Wisconsin State Employees Union  
3408 South 55th Street  
Milwaukee, Wisconsin 53219

1.20.81  
Date

By:

Richard V. Graylow  
Richard V. Graylow  
Lawton & Cates  
110 East Main Street  
Madison, Wisconsin 53703  
Attorney for Ralph Doll.