

SETTLEMENT AGREEMENT

WHEREAS, the Association of Law Enforcement Allied Service Personnel, Local 218 (hereinafter "ALEASP") filed a charge of discrimination with the Equal Employment Opportunity Commission ("EEOC") on or about March 27, 2001 (EEOC Charge No. 260A10699; ERD Case No. CR2001-01280), alleging that the City of Milwaukee, and the Board of Fire and Police Commissioners (hereinafter "City") had violated the Age Discrimination and Employment Act of 1967, as amended ("ADEA"), 29 U.S.C. § 623(a)(1) as well as the Older Worker Benefit Protection Act ("OWBPA") by failing to provide Police Service Specialists (hereinafter "PSSers") with group health insurance under the collective bargaining agreement between ALEASP and the City; and

WHEREAS, the City of Milwaukee ("City") denies any violation of the ADEA or the OWBPA and further affirmatively avers that there is no discrimination based on age with respect to the provision of any health insurance to ALEASP members, or otherwise; and

WHEREAS, the parties now desire to enter into a settlement agreement, fully, finally, and completely resolving any and all claims or issues which ALEASP or its effected members, may assert in connection with or as a result of, the pending EEOC/ERD charges;

NOW, THEREFORE, in consideration of the terms and conditions and promises set forth in this agreement,

IT IS HEREBY mutually agreed upon and acknowledged between the parties as follows:

Article 28 of the collective bargaining agreement between ALEASP and the City shall continue to exclude PSSers from coverage under the group health insurance. PSSers shall continue to be deemed retirees of the City for purposes of health insurance coverage provided to City retirees.

Beginning with the contribution for the first month following the date this agreement becomes effective upon approval by the Common Council and the Mayor, the amount contributed by each PSSers will be equal to the amount said PSSer would be obligated to contribute for group health insurance if said PSSer were covered under the group health insurance provisions in the collective bargaining agreement between the City and ALEASP.

The provisions of Article 28, § 2a, of the 2001-2002 City/ALEASP collective bargaining agreement shall incorporate reference to this settlement agreement, as set forth in **Exhibit A**.

This settlement agreement shall become effective upon approval by the Common Council and the Mayor, and shall remain in effect for the term of the 2001-2002 collective bargaining agreement between the parties, and as may be mutually continued or modified in subsequent contracts.

It is mutually agreed and understood between the parties that PSSers will be equally affected by any other negotiated changes under Article 28 of the collective bargaining agreement as may be applicable to other employees represented by ALEASP.

PSSer who are affected by this agreement, and who have executed individual releases and waivers, shall receive a retroactive adjustment in a sum equal to the difference between what they contributed toward their retiree health insurance, and what they would have paid toward health insurance if they were covered by the provisions of Article 28 of the collective bargaining agreement, commencing with the month of January, 2001 through the month in which this agreement is implemented. Each such PSSer agrees to waive and release any individual claim he or she may have under the ADEA or OWBPA, and further agrees to execute the attached release, which is incorporated as **Exhibit B**, meeting the approval of the City Attorney as to form and execution.

It is mutually acknowledged and agreed that this settlement is based upon the PSSers remaining retirees for purposes of health insurance, and is specifically conditioned upon Medicare continuing

to be the primary payer for any PSSers who are age 65 or older and eligible for Medicare coverage. In the event it is determined, for any reason, that Medicare is not the primary payer for Medicare eligible PSSers, this agreement shall be null and void and the parties shall immediately enter into negotiations for the purpose of arriving at a mutually satisfactory replacement of this settlement agreement.

ALEASP, as charging party, waives any and all attorney's fees that it may have incurred in connection with its charges before the EEOC and the ERD.

ALEASP, and its attorney, further waive and release all claims for damages of any nature it may have, or may have asserted on behalf of any of their members, and agrees to execute the attached release, which is incorporated as **Exhibit C**, meeting the approval of the City Attorney as to form and execution.

ALEASP, and its attorney, agree to execute and file any and all documents necessary to carry out the intent of this agreement, including the dismissal of any complaint before the EEOC, the ERD, or any litigation in federal or state court.

This settlement agreement is subject to the approval of the Milwaukee Common Council and the Mayor for the City of Milwaukee.

This agreement is in resolution of disputed claims and causes of action, and does not constitute an admission of liability by the City for any claim or cause of action, whether filed or unfiled.

IN WITNESS WHEREOF, and intending to be legally bound hereby, ALEASP and the City have executed the foregoing Settlement Agreement.

GRANT F. LANGLEY
City Attorney

Dated: _____

MIRIAM R. HORWITZ, Assistant City Attorney
State Bar No. 01016150
Attorneys for the City of Milwaukee

SHNEIDMAN, HAWKS & EHLKE, S.C.

Dated: _____

JEFFREY SWEETLAND
State Bar No. _____
Attorney for ALEASP

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