

Memorandum of Understanding
Among
The City of Milwaukee,
Milwaukee District Council 48, AFSCME, AFL-CIO, and
Anthony Lockly

Re: Grievance settlement of Anthony Lockly, Grv.#219-04

The City of Milwaukee (the "City"), Milwaukee District Council 48, AFSCME, AFL-CIO (hereinafter referred to as "DC 48, AFSCME"), and Anthony Lockly (hereinafter referred to as "Lockly"), in consideration of their mutual promises set forth herein, agree that the following terms and conditions shall constitute the full and complete settlement of the above grievance.

1. As soon as administratively practicable after approval by the City's Common Council, the City shall pay Lockly a lump sum payment of \$34,292.13. Of this amount, \$24,846.66 is pensionable and represents back pay for the time period November 15, 2004 through March 25, 2005. As for \$7,132.70 of the lump sum payment, that amount is non-pensionable and represents a pay out of earned and unused vacation and compensatory time. The remaining amount of \$2,312.77 is also non-pensionable and represents reimbursement of COBRA payments made by Lockly for the months of December 2004 and January through April, 2005. The customary union dues deductions and other payroll deductions, including Social Security deductions, as determined and administered by the City Comptroller shall be applied to the payment made to Lockly in accordance with the terms of this settlement.
2. Lockly shall reimburse the City the amount of \$4,248.06 for unemployment compensation benefits received during the period between November 2004 through March of 2005 and agrees that this amount shall be deducted from the above lump sum amount as a payroll deduction.
3. Lockly shall reimburse the City the amount of \$443.51 which represents the employee portion of health and dental contributions he would have made for the months of December 2004 and January through April, 2005 and agrees that this amount shall be deducted from the above lump sum amount as a payroll deduction.
5. Of the \$24,846.66 pensionable amount, \$6,397.18 was earned in pay period 24 through 26 of 2004 and \$18,449.48 was earned in pay periods 1 through 7 of 2005.
6. The City shall rescind the discharge notice issued to Lockly dated November 15, 2004.
7. Prior to the payment to be made to him in accordance with this memorandum of understanding, Lockly shall submit to the City his written resignation, effective as of March 26, 2005, on a form acceptable to the City. At the same time, Lockly shall also submit a written Waiver and Release of Claims in a form acceptable to the City. Finally, Lockly agrees that, after his receipt of the payment to be provided to him set forth above, he will not apply for employment or reemployment with the City of Milwaukee.

Dated: September _____, 2005

UNION REPRESENTATIVES	CITY REPRESENTATIVES

ANTHONY LOCKLY

1056-2005-1008:94974