

SETTLEMENT AGREEMENT

This agreement is entered into by and between the City of Milwaukee, in its own right and on behalf of its various departments, commissions, agencies, employees, including the Sanitation Division of the Department of Public Works, and all agents thereof (hereinafter "City"), and Michael R. Daniels.

WHEREAS, Michael R. Daniels has filed administrative charges of discrimination based upon perceived or actual disability and/or failure to accommodate, with the Equal Employment Opportunity Commission, EEOC Charge No. 26GA01278 and Equal Rights Division for the State of Wisconsin ERD Case No. CR200001917 against the City of Milwaukee, and

WHEREAS, the parties wish to effect a final settlement of all complaints, claims, charges, demands and liabilities, of any kind or nature whether filed or unfiled, arising from Mr. Daniels' employment and/or separation from the City of Milwaukee, including, without limitation, all claims arising out of the facts and circumstances which gave rise to the foregoing ERD and EEOC charges, and

WHEREAS, the parties further wish to avoid the expense, burden and uncertainties of further litigation in this matter,

NOW, THEREFORE,

It is hereby stipulated and agreed as follows:

1. 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.
2. This agreement is subject to approval by the Common Council of the City of Milwaukee.

It shall be deemed null and void, and have no force or effect, nor shall it be admissible for any purpose, in the event it is not so approved.

3. The City will issue a check to Mr. Daniels in the amount of Twenty eight thousand and no/100th dollars (\$28,000.00) which represents reimbursement for attorney fees and costs which he has actually incurred and paid in connection with the foregoing ERD and EEOC matters.
4. The City will reinstate Mr. Daniels to his position of Sanitation Supervisor at the earliest practical date following final Common Council approval, which reinstatement date is anticipated to be on or shortly after August 1, 2002. The City shall accommodate the restrictions set forth in the treating physician's report dated April 9, 2002. The parties understand that Mr. Daniels will be able to perform all of his essential job duties with such restrictions on a full time basis. In the event Mr. Daniels needs future accommodations relative to work hours or otherwise, he will submit further medical information and the City will process such a request under its written ADA policy.
5. Upon reinstatement to his position, Mr. Daniels' pension number 38333 and seniority will be reinstated and his ordinary disability pension will cease.
6. The City of Milwaukee will credit Mr. Daniels with vacation and sick days that he would have earned if he had been employed for the eighteen (18) months preceding his date of reinstatement.
7. The City of Milwaukee further agrees that Mr. Daniels will be credited with pension service credit from October 27, 1999 to the date of reinstatement. In order to effectuate such credit, Mr. Daniels will be deemed to have been on active payroll status from October 27, 1999 to the date of reinstatement, and the City will pay such pension contributions and interest on pension contributions necessary for Mr. Daniels to be credited with pension service credit for that time. In addition, The City will reimburse the Employee Retirement System the ordinary disability pension benefits, plus accrued interest, Mr. Daniels received between the onset of his disability pension benefits on

April 28, 2000 and his reinstatement. It is further agreed that the five percent (5%) lump sum pension payment Mr. Daniels received will be reimbursed to the Employee Retirement System as follows: Mr. Daniels and the City will each pay one half of said lump sum reimbursement, plus accrued interest.

8. For and in consideration of the City's payment of the sums and benefits specified herein, and reporting Mr. Daniels to be on payroll for the above-referenced period of time, and for the above referenced specific purposes, Mr. Daniels hereby releases, waives and holds the City harmless for any and all claims for payment of any salary, pay, wages, or payroll related benefits which are not specifically provided for herein. Mr. Daniels specifically understands and acknowledges that he will not receive a check for wages or salary, nor any employee benefits not specifically provided for herein, due to being connected to or considered on the payroll for the foregoing time period. Mr. Daniels hereby releases and waives any and all potential penalties or claims of any nature whatsoever which would or could apply to his not having received salary, wages or wage-related payments on a biweekly basis for any time since October 27, 1999. Mr. Daniels further agrees that in the event he is paid any sums or benefits over and beyond those specified in this agreement for the period of time from October 27, 1999 to the date of reinstatement, he will promptly notify and reimburse the City of Milwaukee therefore.
9. Based upon the settlement, Mr. Daniels will advise the Equal Employment Opportunity Commission and the State of Wisconsin Department of Workforce Development, Equal Rights Division of the final settlement of all claims before them, and Mr. Daniels and his attorney shall execute any and all documents necessary to dismiss his ERD and EEOC claims on the merits, with prejudice, and without costs or attorney's fees.

10. Mr. Daniels specifically waives any and all claims for back pay and compensatory damages, as well as any other type or form of damages he might have claimed had this matter proceeded in litigation.
11. Mr. Daniels and his attorney agree to execute the attached release, which is incorporated as **Exhibit 1**, meeting the approval of the City Attorney as to form and execution.
12. The parties to this release and settlement agreement understand that it represents a complete release of any and all claims, that it is intended further to be mutual, and that none of the parties to this release may make further claims against the others.
13. Before signing this agreement, Michael R. Daniels states that he has read the agreement, has had a full and complete opportunity to consider its terms, and that he understands the agreement, and knows that he is giving up all of his claims or potential claims, including for additional attorney's fees and costs, other than those designated above, against the releasees. He is aware of his right to consult with an attorney and, in fact, has consulted with an attorney before signing this agreement. Mr. Daniels has signed this agreement knowingly and voluntarily.

Dated at Milwaukee, Wisconsin, this _____ day of _____, 2002.

Subscribed and sworn to before me
this ____ day of _____, 2002.

Notary Public, State of Wisconsin
My Commission _____

MICHAEL R. DANIELS

ROBERT M. MIHELICH
State Bar No. _____
Attorney for Michael R. Daniels

GRANT F. LANGLEY
City Attorney

54607

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