

**SETTLEMENT AGREEMENT AND MUTUAL RELEASE OF CLAIMS**

This Settlement Agreement and Mutual Release of Claims (“Agreement”) is entered into between the City of Saint Paul (“the City”) and William Eldredge (“Mr. Eldredge”).

**RECITALS**

WHEREAS, since July 18, 1994, the City has employed Mr. Eldredge in the “Firefighter” title;

WHEREAS, Mr. Eldredge has a disability called Stargardt’s Disease that affects his vision;

WHEREAS, the City and Mr. Eldredge dispute whether Mr. Eldredge can safely perform the duties of a “Firefighter” with his Stargardt’s Disease;

WHEREAS, Mr. Eldredge claims that he can safely perform the duties of a Firefighter with Stargardt’s Disease.

WHEREAS, the City claims that Mr. Eldredge’s Stargardt’s Disease prevents him from safely performing the duties of a Firefighter.

WHEREAS, Mr. Eldredge has not been assigned to active fire suppression since mid-2004;

WHEREAS, Mr. Eldredge filed a Federal lawsuit entitled Eldredge v. City of Saint Paul, Court File No. 09-2018 (D. Minn.), in which he alleged various claims against the City including disability discrimination, failure to accommodate a disability, and retaliation / reprisal in violation of the Minnesota Human Rights Act and Americans with Disabilities Act;

WHEREAS, the City has denied all of Mr. Eldredge’s claims;

WHEREAS, the City has appealed a Civil Service Commission, seated as a Veteran’s Preference Panel’s determination regarding Mr. Eldredge’s competency under the Veterans Preference Act;

WHEREAS, the City and Mr. Eldredge wish to fully and finally settle and resolve all disputes between them; and

WHEREAS, the purpose of this Agreement is to set forth the terms and conditions under which the City and Mr. Eldredge will fully and finally settle and resolve the disputes between them, including but not limited to the legal matters listed above, any outstanding notices of intent to termination, veterans preference proceedings and grievances.

## AGREEMENT

NOW THEREFORE, the City and Mr. Eldredge hereby agree as follows:

1. Employment. The parties agree that Mr. Eldredge is fully qualified for, medically fit for, and shall occupy the position of Deputy Chief of Training-Health and Wellness Coordinator at the Department of Fire and Safety Services for the City of Saint Paul, Minnesota from November 23, 2011 through February 28, 2013. Mr. Eldredge is retroactively instated into this position starting on February 28, 2008. His assignment will be to work as the Health and Wellness Coordinator, the first assignment of which will be developing a comprehensive Health and Wellness Program, Exhibit A. Mr. Eldredge agrees to perform the duties and agrees he is subject to the rules, regulations and policies of the City of Saint Paul, and the Department of Fire and Safety Services. The City of Saint Paul agrees to follow all state and Federal laws and City policies. The City agrees that this position does not require Mr. Eldredge to perform the essential functions of the Firefighter position, drive a motor vehicle or have a driver's license, maintain EMT certification, or perform other functions that would require Mr. Eldredge to have better vision than he has as a result of his Stargardt's Disease.

2. Duration. Mr. Eldredge's employment in this position is guaranteed, as long as he satisfactorily performs the duties as set forth in Exhibit A, until he has at least twenty (20) credited years of service for purposes of calculating his Public Employees Retirement Association ("PERA") benefits. Mr. Eldredge agrees to retire from his position with regular retirement benefits no later than the end of February 28, 2013. Mr. Eldredge agrees to sign a Separation of Employment form reflecting a separation date at the end of February 28, 2013 contemporaneously with this Agreement. Mr. Eldredge agrees to waive all rights to reinstatement or rehire as provided by the Saint Paul Civil Service Rules.

3. Compensation. Mr. Eldredge will be paid at a rate reflecting an average salary of \$114,000 per year as wages during his last five (5) years of employment. To that end, he will receive a payment for back-pay as set forth in paragraph 5 below. In addition, he is eligible to receive regular salary increases, premium pay, and overtime payments in the same manner that other individuals in his collective bargaining unit, Fire Supervisory Association, receive them.

4. Benefits. Except as otherwise expressly stated herein, Mr. Eldredge shall be entitled to all of the benefits available to other employees under the Fire Supervisory Association contract, and shall be subject to the same terms and conditions of the other employees under that bargaining agreement. The parties agree that Mr. Eldredge shall not be subject to any individualized terms, conditions, or requirements regarding the use of his benefits, including but not limited to paid time off, sick leave, and vacation pay, and shall be subject to the same terms and conditions as others in his bargaining unit, with the following exception: Mr. Eldredge agrees to use his vacation time on or before his retirement date or lose accrued vacation without payout. Mr. Eldredge will be deemed to have twenty years of service with the City for purposes of retiree health insurance benefits.

5. Settlement Payment. The City agrees to make the following settlement payments on or before December 31, 2011:

a. The City will issue a check for back pay for wages and overtime due to the retroactive reinstatement in the gross amount of one hundred eighty-three thousand, one hundred sixty-six and 56/100 dollars (\$183,166.56), less applicable wage taxes and payments for necessary adjustments to Mr. Eldredge's PERA Benefit Account, and other standard deductions applicable to members of the bargaining unit.

b. The City and Mr. Eldredge will share the costs of a buy-back of his military service credit, purchasing the buy-back on or before November 30, 2011. The purpose is to achieve 20 accredited service years under PERA for purposes of retirement. The total cost of the buy-back is ninety-one thousand one hundred thirty-nine and 89/100 dollars (\$91,139.89), with the City paying forty-five thousand two hundred sixty-five and 62/100 dollars (\$45,265.62) and Mr. Eldredge paying forty-five thousand eight hundred seventy-four and 27/100 dollars (\$45,874.27).

c. The City will issue a check to Nichols Kaster, PLLP (tax identification number 41-1279431) for Mr. Eldredge's attorneys' fees in the amount of three hundred thousand dollars (\$300,000.00).

d. The City will issue to Mr. Eldredge a Form 1099-Misc. documenting the payments to Mr. Eldredge for the attorneys' fees payment described above.

6. Mutual Release of Claims. In consideration for the City's performance of the obligations and payments described herein, Mr. Eldredge, on behalf of himself, and his heirs, executors, administrators, successors, agents and assigns, agrees to fully release and forever discharges the City from any and all actions, causes of action, liability, and claims, demands, liabilities, damages, losses, costs, expenses and compensation of whatever nature whatsoever, known and unknown, arising out of his Veteran's Preference proceedings, claims of discrimination under Title VII of the Civil Rights Act of 1964, as amended, Americans with Disabilities Act, as amended, the Minnesota Human Rights Act, claims of retaliation/reprisal arising during his employment with the City and claims for attorney's fees, costs and interest, up through and including the date of the execution of this Agreement. In further consideration for Mr. Eldredge's Release of Claims, the City on behalf of itself and its current and former

administrators, agents, assigns, employees, and insurers, releases and forever discharges Mr. Eldredge heirs and representatives, from any and all actions, causes of action, liability, claims and demands, and notices of intent to terminate or take disciplinary action related to Mr. Eldredge's disability, his qualifications or ability to perform the functions of his position, and employment with the City up through the date of this agreement.

7. Postings. The City agrees to post a statement of employees' disability and retaliation-related rights and obligations under the Americans with Disabilities Act and Minnesota Human Rights Act. The postings shall be in a location typically used to communicate with employees at each property and site owned and/or operated by the Department of Fire and Safety Services for the City of Saint Paul from no later than January 1, 2012 through no earlier than February 28, 2013. The postings shall be updated as necessary to accurately reflect changes in the law.

8. Training. The City agrees to train and / or retrain all employees, including supervisors and staff, of the City of Saint Paul working in the Department of Fire and Safety Services on their rights and obligations under the Americans with Disabilities Act and Minnesota Human Rights Act with regard to disabilities and retaliation / reprisal.

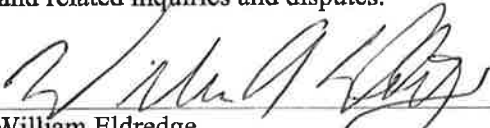
9. Dismissal of Actions. Within ten (10) days of Mr. Eldredge's receipt of the Settlement Payment set forth in paragraph 5 above, Mr. Eldredge and the City, by and through their attorneys, agree to jointly file a stipulation for dismissal of the following actions, and any other actions related thereto: City of Saint Paul v. Eldredge, Nancy Dudley Kelly, et al., Court File No. 62-CV-09-10390 and Eldredge v. City of Saint Paul, Court File No. 09-2018 (D. Minn.). The City also agrees to formally dismiss all notices of intent to terminate Mr. Eldredge.

10. Nonadmission of Wrongdoing. Mr. Eldredge agrees that this Agreement and Release nor the furnishing of consideration for this Agreement and Release shall be deemed or construed at any time for any purpose as an admission by the City of any liability or unlawful conduct of any kind. The City agrees that this Agreement and Release nor the furnishing of consideration for this Agreement and Release shall be deemed or construed at any time for any purpose as an admission by Mr. Eldredge of inability to perform the functions of his job or disqualification of his position.

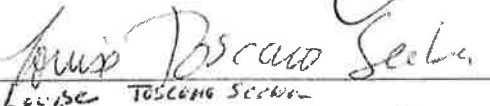
11. Entire Agreement. This Agreement and Release sets forth the entire agreement between the parties hereto and fully supersedes any prior agreements or understanding between the parties. Mr. Eldredge acknowledges he has not relied on any representations, promises or agreements of any kind made to him in connection with his decision to sign this Agreement and Release except for those set forth in this Agreement and Release.

12. Full and Final Settlement. The parties agree that this is a full and final settlement of all disputes set forth herein and related inquiries and disputes.

Date: 18 Nov 2011

  
William Eldredge

Date: 11/18/11

  
Louise Toscano Secora  
Assistant City Attorney  
(Position) On behalf of the City of St. Paul



**SAINT PAUL FIRE DEPARTMENT**

*Timothy M. Butler, Fire Chief*

645 Randolph Avenue  
Saint Paul, MN 55102

Telephone: 651-224-7811  
Facsimile: 651-228-6255

**Health and Wellness Program**  
**Plan Development Assignment**  
**And Initial Job Description**  
**Health and Wellness Coordinator**

Bill Eldredge

**GENERAL ASSIGNMENT DESCRIPTION:**

- As acting Health and Wellness Coordinator, develop a comprehensive Health and Wellness Program as defined in NFPA 1500.
- Begin implementation of Health and Wellness Program.
- Develop a job description for Health and Wellness Coordinator.
- Will perform other duties as assigned.

**First Task:**

Develop a work plan (with timelines) for the development of the Health and Wellness Program. The work plan must include goals, objectives, deadlines, measurements, etc. This will involve significant internet research. The work plan will be submitted to supervisor for approval. You will meet with your supervisor regularly to discuss progress and future steps.

**Project evolution:**

- This project will evolve as the work plan is developed and progress is made.

**SUPERVISION RECEIVED:**

Work under the direct supervision of Assistant Fire Chief.

**SUPERVISION EXERCISED:**

There will initially be no direct supervision of other employees. As the project develops, the Assistant Fire Chief may assign direct supervisory tasks and / or authority as appropriate.

**Spending Authority:**

All spending must be pre-approved by supervisor.

**Office Location:**

Your workplace will be in an office at Headquarters. This is subject to change based on Fire Dept needs and the evolution of this project. You will have normal office equipment, and may be provided other equipment as deemed appropriate by your supervisor.

**Attire:**

Your office attire will be a Fire uniform with white shirt.

**Schedule:**

Your work schedule will be 8:00 AM to 4:30 PM, Monday through Friday. The majority of work time will initially be at fire department headquarters. Any change to the schedule must be approved by the supervisor. Changes to your schedule and percentage of work time in the office may change as the project develops, and as your supervisor deems appropriate. Vacation must be approved in advance by the supervisor, and sick time will be managed according to Department SOPs. No overtime will be worked.

**Support Staff:**

Requests for assistance must be made to your supervisor.

**Driving:**

You will not be required to drive. Any driving will be in your own vehicle with mileage reimbursement.

**Emergency scenes:**

You will only be at emergency scenes when directed by your supervisor.

**Workplace rules:**

You are required to follow all City and Department rules and procedures.



SEPARATION OF EMPLOYMENT

To: Fire Department Payroll Center No: 05001  
Department/Division

Name: William Eldredge Effective Date: The End of February 28, 2013  
Month Day Year

Address: 2140 County Road A Employee ID: 3133  
Spooner WI 54801 327A Deputy Training Chief-Health and  
City State Zip Code Occupation Code(s) Title(s)  
Wellness Coordinator

I hereby resign of my own free will from the service of the City of Saint Paul for the following reason:

- Check (1), (2), or (3):  (1) Retirement  (6) Layoff/Separation of Temporary Employee  
 (2) Disability  (7) Layoff of Certified Employee  
 (3) Personal Reasons  (8) Separation during Probation  
 (4) Deceased  (9) Separation during Probation and Reinstated to Previously held Title  
 (5) Discharged  (10) Termination of Exempt Appointment

Read and include signature for reasons #1 through #3. Once you sign this form, your resignation is irrevocable unless approved in writing by the Department Director and the Human Resources Director.

I understand that an employee who resigns loses all City seniority, and even if the employee is later reinstated, he/she is not eligible for promotion preference in examinations until two years after his/her reinstatement and must have worked 2080 hours. Eligibility for reinstatement expires one year after resignation. Such reinstatement is subject to the approval of the Department Director and the Human Resources Director.

 18 NOV 2011  
(EMPLOYEE'S SIGNATURE REQUIRED FOR REASONS 1 - 3) DATE

INFORMATION BELOW FURNISHED BY EMPLOYEE'S PAYROLL CENTER

Employee's Employee Group: 40 PEHP:      Yes      No      No. of hours employee on payroll in the current fiscal year:     

Rate of Pay:      Hours Vacation carryover from previous year       
     Hours Vacation earned in current year       
     Hours Floating Holiday earned       
     Hours Vacation out of Sick Leave available but not taken       
     Hours Holiday of      earned prior to termination       
     Personal Leave (Employee Group 17 only)       
     Termination Settlement (Employee Group 17 only)     

Note: **All hours should be rounded to the nearest whole number.**

Example: 64.5 = 65 hours 64.4 = 64 hours

Less: Vacation used this year      Hours Floating Holidays used this year      Hours  
Payment adjustment of \$ N/A for 0 total hours: Over Granted       
OR Not Used to be made on the payroll beginning      to       
**(Note: All Comp Time must be paid off as overtime...see instructions)**  
This Separation of Employment information is hereby approved and accepted:

Department Head

Appointing Officer

DO NOT WRITE BELOW THIS LINE... HUMAN RESOURCES USE ONLY

Employee Group      1/2 Daily Salary Rate       
No. of Cumulative Sick Days' Credit      Length of Service       
Bi-Weekly or Hourly Salary Rate      Date of Birth       
Daily Salary Rate      Amount of Severance to PEHP