

SETTLEMENT AGREEMENT
ARBITRATION NO. 32-390-00564-04
CLASS ACTION TEMPORARY TRANSFER GRIEVANCE NO. 07-04

1. The City of Miami and the International Association of Firefighters, Local 587 (Parties/Union/City) agree that Arbitration No. 32-390-00564-04/Grievance No. 07-04 shall be settled by the Parties agreeing to disagree and address the issue in the future, if it ever occurs again. Neither side waives any rights or arguments by agreeing to this Settlement. This Settlement shall not be considered as precedent for any future occurrences of this or similar issues
2. The Union's action in settling the grievance is not to be construed as acquiescence to the actions of the City in transferring the affected firefighters and should not be considered as precedent for any future interpretations of the Assignment Agreement.
3. The City's action in settling this matter shall not be construed as an admission of any wrong doing or as a violation of any of the provisions of the CBA.
4. The Parties agree this Settlement does not apply to the daily transfer of personnel to balance daily staffing, voluntary reassignments, or other situations addressed in any labor-management agreement.
5. The Parties agree to share the costs of the cancellation fees associated with Arbitration No. 32-390-00564-04.
6. In the event that this issue arises in the future, which is not anticipated by either party, the Parties agree to have this matter expedited to arbitration and follow the following procedure:
 - (a) A grievance dealing with an involuntary transfer shall be submitted directly to Labor Relations, regardless of the number of affected personnel, and will be arbitrated no later than seventy-five (75) calendar days after the Union has filed the grievance with the Office of Labor Relations. The Union shall also notify the Fire Chief of the filing of the grievance.
 - (b) The Office of Labor Relations shall respond to the grievance within five (5) calendar days from the date the grievance was received. If there is no response it will be assumed that the grievance is being denied.
 - (c) Within seven (7) calendar days of the City's response or the date the response was due, the Union will submit a request for arbitration to an arbitration service. Notwithstanding, the parties may mutually select an arbitrator in lieu of utilizing an arbitration service.
 - (d) Within seven (7) calendar days of receiving the list of arbitrators, each party shall return their ranked list and notify the other party at the same time.
 - (e) Any delays caused by the arbitrator or arbitration service shall not be counted against the City or the Union.

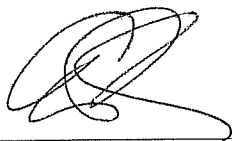


(f) Any delays caused by City that results in the seventy-five (75) day limit being exceeded, shall result in the affected personnel being returned to their previous assignment, until such time as the grievance is arbitrated and a decision rendered.

(g) Any delays caused by the Union that results in the seventy-five (75) day limit being exceeded, shall result in the affected personnel staying in the assignments as determined by management, until such time as the grievance is arbitrated and a decision rendered.

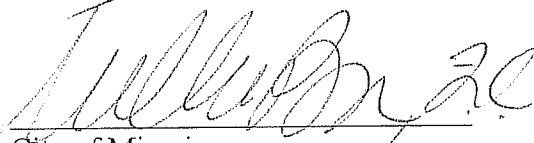
(h) The arbitrator will rule at the close of the hearing and an oral ruling from the arbitrator will be rendered concerning whether personnel shall be returned or remain as assigned. The arbitrator's decision and reasoning for his/her decision shall be reduced to writing and submitted by the arbitrator as specified within the CBA.

7. This settlement agreement shall remain in affect until such time as the decision is made by an arbitrator on this issue. After that date, the grievance procedure as specified within the CBA shall be utilized and the seventy-five day arbitration shall cease.



IAFF Union President

1/25/05
Date



City of Miami

1/25/05
Date