

SETTLEMENT AGREEMENT  
OF IAFF GRIEVANCE NO. 5-89

In full and complete settlement of Grievance #5-89, the parties, IAFF Local 587 and the City of Miami agree as follows:

1. According to the accountants hired by the City of Miami, the balance of the Firefighters' Health Trust as of March 31, 1990 was \$238,123.00. The parties agree that the current balance as of the date of this Agreement is \$228,459.36.

2. From the current balance, the following will be paid:

a. Amount still to be paid as settlement  
In the Lossing case.....\$ 1,233.50

b. Post-November 30, 1989 claims.....\$38,000.00

d. Administrative expenses:

i. Audit.....\$ 4,200.00

ii. Attorney's fees.....\$11,506.70

\*This policy shall be cancelled at such time as all Trust funds are disbursed. The pro rata refund shall be distributed as the parties shall determine at the time the benefit distribution is determined.

3. The balance remaining after payment as set forth above will be split on a 44/56% basis between the City of Miami and IAFF, Local 587 with the City of Miami receiving its 44% share within ten (10) days of execution of this Agreement. The IAFF's share shall be utilized by the Union towards the purchase of exercise equipment, such as step masters, for each individual fire station and other Fire Department work locations and towards the cost of the composition and administration of the

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Lieutenant's exam, by a mutually acceptable consultant, to be administered in January, 1991. Exercise equipment purchased from these funds shall be used by and for the benefit of all employees of the Fire Department regardless whether they are Union or non-Union members. Equipment, once purchased, shall become property of the City of Miami, to be used by and for the Fire Department.

Any monies remaining from the Union's share after the above expenditures shall be deposited in a fund in the Firefighters' Credit Union to be administered, managed and supervised by a committee composed of two (2) members of management and two (2) members of Local 587, selected by the Union President. The Committee shall use any funds remaining for the future purchase of equipment and replacement and maintenance of equipment purchased.

4. The parties agree that any unforeseen costs of the Health Trust that are associated with this grievance shall, if mutually agreed by the parties, be shared on a 50%/50% basis. The Local 587's share of any unforeseen cost may be paid from the monies administered by the committee set forth in paragraph 3.

5. No further run-off claims will be paid by the City as of the date of this Agreement. The City is absolved of any and all liability for run-off claims, including existing run-off claims which may be filed after the date of this agreement.

R. Sue Weller

R. Sue Weller, Labor Relations  
Officer, City of Miami

1/16/91  
Date

William Bryson

William Bryson, President  
I.A.F.F., Local 587

1/16/91  
Date