



INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS®

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General President

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November 15, 2005

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Philip J. Elias, Jr. President
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Brian P. Tobin, President
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Dear Presidents Shields, Elias, Springborn and Tobin:

I want to thank and congratulate you for your hard work and good faith effort in making this agreement possible.

As a result of your diligence and cooperation, I am able to memorialize a resolution regarding the jurisdiction of IAFF locals with respect to private emergency medical service (EMS) workers in the state of Arizona. As reflected in its IAFF charter, Local I-60 has representational rights for all employees of Southwest Ambulance, a private company that provides ambulance services, in the State of Arizona.

Local I-60's jurisdiction, as is the case for all IAFF affiliates, is protected by Article XIX of the IAFF Constitution, which prohibits any IAFF local from seeking to obtain work for its members where an established work relationship exists with any other IAFF local, except to recover work previously performed within its jurisdiction by its members.

As IAFF General President, I am responsible for determining, as a threshold matter, whether a work jurisdiction dispute under Article XIX exists between any IAFF affiliates. Consistent with its charter, Local I-60's jurisdiction properly extends to Southwest Ambulance employees in the state of Arizona.

Brothers Shields, Elias, Springborn and Tobin

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By virtue of my authority under Article XIX, I also recognize that its jurisdiction will properly extend in the future to all private sector EMS workers, regardless of their employer. This includes localities in which IAFF locals represent municipal fire fighters and the EMS work is contracted to a private employer, whose employees are represented by I-60, including but not limited to, Chandler, Mesa and Tempe.

Local I-60 and its leadership agree to actively and aggressively organize and represent all private sector EMS employees in Arizona, regardless of their employer or location within the state, who express a desire to be represented and affiliated with the IAFF.

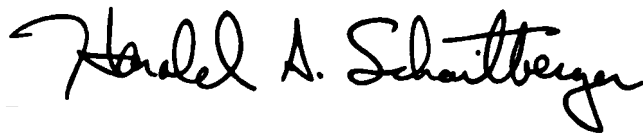
At the same time, by virtue of Article XIX, which protects the right of IAFF locals to recover within their jurisdiction work previously performed by their members, an exception arises in Scottsdale. It was recognized that the work currently performed by private EMS workers in Scottsdale, and who are I-60 members, was previously performed by members of Local 3878. While this work was temporarily contracted out to Southwest Ambulance, and subsequently through an RFP process is now contracted to Professional Medical Transport, the jurisdiction over the workers performing this EMS work may rightfully be claimed by Local 3878.

The EMS workers currently represented by I-60 in Chandler, Tempe, and Mesa are, by jurisdiction, under Article XIX, rightfully the work/jobs of Local I-60. IAFF Local 493 and its chapters agree that this is I-60's work jurisdiction and therefore must refrain from any activity, indirect or direct, that would jeopardize or undermine the companies' contractual status with the municipality, or in any way insert themselves into the process whereby the municipality may be considering changing the EMS provider (through RFP process, etc.).

I am pleased that this agreement clarifies and resolves these issues, and that we can devote our energies and resources to fighting our common battles as an International Union. Again, I appreciate the hard work and good faith effort that was devoted towards resolving the potential conflicts regarding the representation rights in these jurisdictions between representatives from all locals involved.

Finally, I have asked President Brian Tobin to serve as my advisor and to help oversee that this agreement is implemented and complied with both by the letter and spirit of this letter and our Constitution.

Fraternally,



Harold A. Schaitberger
General President

Cc: James T. Ferguson, Vice President, IAFF 10th District
Presidents of all IAFF Arizona Locals
Michael J. Crouse, Chief of Staff to the General President
Kurt Rumsfeld, Legal Counsel