#### MEMORANDUM OF UNDERSTANDING

### IAFF #5-92

#### GUSTAVO PEREZ

In an effort to settle IAFF Grievance #5-92 and to establish procedures in the event a bargaining unit employee's driver's license is suspended and the bargaining unit employee is receiving Driver Engineer supplement, the following shall apply:

- 1) A bargaining unit employee whose driver's license is suspended shall continue to receive the Driver Engineer supplement for two full pay periods from date of notification of suspension of the bargaining unit employee's driver's license.
- 2) Two full pay periods after the notification of suspension of the bargaining unit employee's driver's license, the Driver Engineer supplement received by the bargaining unit employee shall cease.
- 3) The bargaining unit employee whose driver's license is suspended shall maintain the Driver Engineer position held prior to the suspension of the bargaining unit employee's driver's license for a period of twelve (12) full pay periods from the date of the notification of suspension.
- 4) Should the bargaining unit employee whose license has been suspended be reinstated with full driving privileges within

twelve (12) full pay periods from the date of notification of suspension, the bargaining unit employee shall receive retroactive pay for the Driver Engineer supplement for the period of time in which the Driver Engineer supplement was not received.

- 5) Should the bargaining unit employee whose license has been suspended not be reinstated with full driving privileges within twelve (12) full pay periods from the date of notification of suspension, the bargaining unit employee shall be removed from the Driver Engineer position held and shall not be entitled to retroactive Driver Engineer supplement.
- 6) The Fire Chief and the Union President may mutually agree to extend the Driver Engineer position beyond the initial twelve (12) full pay periods should circumstances warrant such extension.
- 7) Should the bargaining unit employee be removed from the Driver Engineer position, the bargaining unit employee, may, upon reinstatement of the driver's license with full driving privileges, reapply for a Driver Engineer position in accordance with Departmental procedures.

The City and the International Association of Firefighters, Local 587 agree to the above in full and complete settlement of IAFF Grievance #5-92.

IAFF, LOCAL 587 William Bryson President

ON BEHALF OF THE CITY OF MIAMI MIAMI, FLORIDA

Labor Relations Officer

# DRIVERS LICENSE – SUSPENSION MEMORANDUM OF UNDERSTANDING

## IAFF #5-92

In an effort to settle IAFF Grievance #5-92 and to establish procedures in the event a bargaining unit employee's driver's license is suspended and the bargaining unit employee is receiving Driver Engineer supplement, the following shall apply:

- 1. A bargaining unit employee whose driver's license is suspended shall continue to receive the Driver Engineer supplement for two full pay periods from date of notification of suspension of the bargaining unit employee's driver's license.
- 2. Two full pay periods after the notification of suspension of the bargaining unit employee's driver's license, the Driver Engineer supplement received by the bargaining unit employee shall cease.
- 3. The bargaining unit employee whose driver's license is suspended shall maintain the Driver Engineer position held prior to the suspension of the bargaining unit employee's driver's license for a period of twelve (12) full pay periods from the date of the notification of suspension.
- 4. Should the bargaining unit employee whose license has been suspended be reinstated with full driving privileges within twelve (12) full pay periods from the date of notification of suspension, the bargaining unit employee shall receive retroactive pay for the Driver Engineer supplement for the period of time in which the Driver Engineer supplement was not received.
- 5. Should the bargaining unit employee whose license has been suspended not be reinstated with full driving privileges within twelve (12) full pay periods from the date of notification of suspension, the bargaining unit employee shall be removed from the Driver Engineer position held and shall not be entitled to retroactive Driver Engineer supplement.
- 6. The Fire Chief and the Union President may mutually agree to extend the Driver Engineer position beyond the initial twelve (12) full pay periods should circumstances warrant such extension.
- 7. Should the bargaining unit employee be removed from the Driver Engineer position, the bargaining unit employee, may, upon reinstatement of the driver's license with full driving privileges, reapply for a Driver Engineer position in accordance with Departmental procedures.

The City and the International Association of Firefighters, Local 587 agree to the above in full and

file:///C|/Documents%20and%20Settings/ablock/Desktop/drivers\_license.htm (1 of 2)10/3/2006 3:47:39 PM

DRIVERS LICENSE

complete settlement of IAFF Grievance #5-92.