ARTICLE 4 UNION-RIGHTS

Other Sections withheld pending proposals.

4.10 Employees shall have the right to the presence of a representative when meeting or consulting with any Supervisor or Manager.

ARTICLE 5 EMPLOYEE-RIGHTS

An employee covered by this Agreement shall have the right to join, or refuse to join, the Union without interference, coercion, or intimidation by either the City or the Union. No employee shall be retaliated against, intimidated, restrained, harassed, or coerced in the exercise of rights granted by this Agreement, or for engaging in any concerted activities in collective bargaining, or other mutual aid or protection with their fellow employees, by either the City or the Union.

ARTICLE 6 NON-DISCRIMINATION

- 6.1 The Union and City shall comply with all City, State and Federal discrimination laws and agree not to discriminate against any employee covered by this Agreement regarding the terms and conditions of employment including promotions and training on the basis of and including but not limited to race, color, creed, gender, sexual orientation, age, disability, and national origin, union membership or non-membership, and participation with the Union.
- 6.2 The filing of a charge or complaint with any administrative agency or court shall act as an automatic withdrawal of any grievance or arbitration regarding the same subject matter or arising out of the same event(s) which gave rise to the grievance or arbitration.

ARTICLE 7 UNION-STEWARD ACTIVITY

Other Sections withheld pending proposals.

7.12 Union Stewards shall have, for a period of two (2) calendar years following the notice provided to the City in accordance with Article 4.2, the right to join a fellow Union Steward, or Union Representative, on any matter in the execution of the rights and terms of this agreement. Upon execution of this agreement, current Union Stewards shall have the right to join a fellow Union Steward, or Union Representative, on any matter in the execution of the rights and terms of this agreement for a period of two (2) calendar years.

ARTICLE 12 BULLETIN BOARDS

- 12.1 The Union may use the City's designated Bulletin Boards at each working location, not to exceed twenty-five per cent (25%) of the space available on the Bulletin Boards. Space for one (1) Bulletin Board shall be available at each work location. In work locations where a television or digital display is used to convey information to employees the union will have the ability to add three (3) slides of materials.
- 12.2 The Union may use the City of Orlando computer e-mail system to correspond with employees regarding SEIU business and other information restricted to that outlined within paragraphs 12.3 and 12.4 of this article. SEIU messages sent or received via the City of Orlando e-mail system are to include only text information. File attachments should not be included. Message content may include Universal Resource Locator (URL) links to external web sites, documents or other information sources maintained by non-City entities. The City reserves the right to limit or restrict incoming data streams associated with any external information source, to protect the operational integrity of City of Orlando systems and/or networks.
- 12.3 Matter posted on the Bulletin Boards designated for use by the Union shall be signed by the Union Steward posting the information. All e-mail postings shall originate with the Union's business office and indicate the name of the Union representative responsible for the posting. All postings, whether on Bulletin Boards, digital display slides, or by e-mail, shall pertain only to Union business or activities and are restricted to notices of Union recreational and social affairs; notices of Union elections and results of such elections; notices of Union appointments and other official Union business; notices of Union meetings.
- 12.4 The Union or its representatives shall not post any materials which: a) are obscene or defamatory, b) reflect badly on the City, its officers, employees, or employee organizations, or c) which constitute political campaign materials or controversial subjects other than internal Union campaign materials.
- 12.5 All costs related to preparing Union materials will be borne by the Union. The Union is responsible for posting and removing approved material on the bulletin boards and for maintaining that material in an orderly condition. Management shall ensure that slides provided by the Union Steward or Representative will be added to the digital displays

within five (5) working days of receipt of the materials. Union materials will not be removed from the digital displays, unless approved by a Union Steward or Representative in writing.

ARTICLE 17 SPECIAL MEETINGS

17.1 The City and the Union agree to meet and confer on matters of interest upon written request of either party. The Chief Negotiator may request and shall represent the City at Special Meetings. The Business Agent or designee may request and shall represent the Union at Special Meetings. The written request shall state the nature of the matters to be discussed and reasons for requesting the meeting. Discussion shall be limited to matters set forth in the request or other subjects which the City and the Union mutually agree to discuss.

Special Meetings shall not be collective bargaining sessions and shall not be used to renegotiate all or part of this Agreement. Special Meetings shall be held at a time and place upon which both parties mutually agree within ten (10) working days of receipt of the written request.

17.2 Union representatives shall be paid for his/her time served on the committee at his/her regular rate of pay.