

SEIU FPSU - City of Orlando: Union Proposals 5/15/2025

ARTICLE 4 UNION-RIGHTS

- 4.1 The City recognizes the right of the Union to appoint an agreed upon number of employees to act as stewards. Union Stewards shall be designated at a unit-wide ratio not to exceed one (1) steward for every twenty-five (25) employees in the Bargaining Unit. It is recognized that specific shift and geographical locations may result in representation at a localized rate other than this ratio.
- 4.2 The Union shall furnish management a list of stewards' names, work phone numbers and his/her assigned areas and keep the list current at all times and prior to the stewards assuming duties. The Union will keep the City advised in writing of appointment changes by filing same with the Human Resources Department, Labor Relations Section.
- 4.3 Where, in the opinion of the Union, it is reasonable and necessary for an agent of the Union, other than a local Union officer, steward or representative, or other than an employee on the shift, to enter the City's property or buildings to investigate a filed grievance or to conduct other Union business, such agent shall first notify the Human Resources Department Manager or designee, who will then arrange a mutually satisfactory date and time for the visit.
- 4.4 The Union agrees that no employee, steward or any other person or persons will solicit membership, collect Union monies or distribute Union material during working hours. A Union Steward will act on grievances only in the area for which he was selected and designated.
- 4.5 The Union may designate one of the appointed stewards from each bargaining unit to act as Chief Steward for that unit. It is understood that the Chief Stewards, or designees, will act outside of his/her own work area in the absence of the steward serving the work area, or where the grievant has expressed discontentment with the area steward where the grievance arose for the action, upon making arrangements with his/her own Division Manager or designee and the supervisor of the work area involved. The Chief Steward may also process a grievance outside of his/her own work area upon request of the Union President and with concurrence of the Labor Relations Section. Upon written notification, and approval by Labor Relations, the Union may request steward allocation

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be reassigned from one location to another provided the number of stewards does not exceed the ratio of one (1) steward for every twenty-five (25) employees in the Bargaining Unit.

- 4.6 Management is to notify an employee when the purpose of a meeting is to investigate a matter that could result in disciplinary action and that the employee has a right to Union representation and a list of all management staff who will attend the meeting;~~if requested. If requested by the employee,~~ The area's assigned Union Steward, or Union Representative, may accompany the employee to said meeting. A Steward who is required to attend said disciplinary meeting that goes beyond his/her normal work schedule or to attend a meeting on his/her normal day off will be paid for all hours while attending the meeting.
- 4.7 The City will notify the Union President or designee in writing of any proposed changes to the provisions contained in the City's Personnel Policies and Procedures manual which affects the bargaining unit's terms and conditions of employment. Such notices shall be made no less than thirty (30) calendar days before the proposed change is reviewed by the City's Operations Committee. The Union President will also be provided copies of all changes and updates to the Personnel Policies and Procedures manual ratified by the Orlando City Council. The Division Stewards and Union President or designee will receive from the respective Division, a copy of written operating procedures or Personnel Policy changes that affect bargaining unit employees.
- 4.8 To the extent required by law, the City agrees to collectively bargain the impact of any change to the City's Policy and Procedures Manual that affects hours, wages, or other terms and conditions of employment considered as mandatory subjects of bargaining.
- 4.9 The Union shall be allowed ~~one~~ two representatives in attendance at all new employee orientation meetings involving Bargaining Unit personnel. Such attendance shall be for the sole purpose of introducing the merits of Union membership to eligible employees. The city will notify the union at least one week in advance of upcoming new employee orientations and furnish the union a list including attendees and job classification.

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ARTICLE 7

UNION-STEWARD ACTIVITY

- 7.1 This Article outlines the duties and responsibilities of Union Stewards in performing his/her functions as Union representatives. The appropriate Union Steward and Union staff representative will receive a copy of any written disciplinary action given a Bargaining Unit member. Before filing a grievance, the Union Steward may have a consultation with the Supervisor. When requested by an aggrieved employee after the filing of a formal grievance, a Union Steward in the employee's department shall be granted reasonable time off with pay during working hours to investigate the grievance after notification and approval of his/her most immediate supervisor outside the Bargaining Unit. The Union steward shall not interrupt or interfere with the normal work activity of the department during the investigation. The Union shall guard against the use of excessive time for authorized Union Steward activities. The City and the Union recognize that adherence to established schedules are compelling commitments, which may at times delay or postpone the investigation of a grievance.
- 7.2 Union stewards may, if permission is given, investigate grievances and/or pending disciplinary actions following an employee's receipt of a Notice of Investigation/Notice of Pending Discipline or any memorandum that notifies an employee of a pending investigation. However, in incidents involving sexual harassment in the workplace, stewards may not question the employee making a charge without the presence of a member of Human Resources. If permission to investigate a grievance is initially denied, the Union Steward shall be given the reason for the denial in writing and shall be told when permission to investigate can reasonably be expected. Permission shall be given orally to the Union Steward, provided the oral authorization ensures adequate controls of the Union Steward's time; otherwise, written permission will be required. The Union Steward shall report to his/her immediate supervisor upon return to work unless prior consent not to do so has been secured.
- 7.3 All Union Stewards shall be employees in the Bargaining Unit who have satisfactorily completed his/her initial probationary period.
- 7.4 The Union steward shall not investigate or present grievances on premium time. No employee shall function as a Union Steward while on an unpaid leave of absence. Union Stewards, as well as all other City Bargaining Unit members, are subject to all City rules,

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regulations, and policies regarding the conduct of employees of the City of Orlando.

- 7.5 When it is necessary for a Union Steward to enter an area for the purpose of investigating a grievance, or for other Union business authorized by this Agreement, the Chief Union Steward shall, notify the Labor Relations Section, inform the area's Supervisor or designee and state the nature of his/her business prior to entering the area, to assure that his/her presence is not disruptive to any work in progress.
- 7.6 If the City believes that a Union Steward is taking an unreasonable amount of time to investigate a grievance or is in violation of any provision outlined within this Article 7, the Human Resources Department Manager or designee shall have the right to investigate these matters. If the investigation reveals unnecessary excessive activity on the part of the Union Steward or that the Steward is in violation of any of the provisions of this Article 7, the City and Union shall work together cooperatively toward resolving these matters effectively.
- 7.7 The three Chief Stewards shall, upon making a request of, and obtaining approval by his/her Supervisors at least forty-eight (48) hours in advance, attend a Third Step Hearing in his/her respective bargaining units. Such requests will not be unreasonably denied. Said attendance during normal working hours shall be in a pay status. The Chief Stewards shall be notified by the Labor Relations Section, orally or in writing, at least seventy-two (72) hours in advance of each and every Third Step Hearing concerning Union members in his/her respective bargaining units. In the event a Chief Steward is unavailable from the respective bargaining unit, a Chief Steward from one of the other units may attend instead.
- 7.8 Union Stewards or other designees of the Union shall, upon request of the Human Resources Department Manager, be granted time off with pay at his/her straight hourly rate to attend City or Union sponsored training classes, union steward trainings, seminars, or conventions, or to participate in campaigns for internal membership, Union elections or other approved Union business activities. At no time shall paid time off be used for time spent in campaign activities in support of any candidate for elected public office.
- 7.9 Paid time off pursuant to 7.8 above shall not exceed twenty-four (24) hours per contract year for each Union Steward to attend training classes/seminars and conventions conducted by the Union, regarding Union Steward duties and responsibilities, or to

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attend a regular Union meeting, collective bargaining (limit 2 per session) if the Union Steward is assigned to work the second or third shift. This time for training will be mutually agreed to by the Union and City.

7.10 For other Union business described in 7.8, requested and approved by the Human Resources Department Manager at least three (3) working days in advance, no more than eight (8) Union representatives shall be off at any one time. Each individual representative shall not use more than twenty-four (24) hours per contract year. An exception will be made to these time limits per contract year to attend a seminar or conference for up to forty (40) hours.

7.11 The City retains the right to restrict time off for SEIU business when insufficient staffing is available to properly carry out the work of the department/section during the absence of the SEIU representative as determined by the appropriate manager.

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ARTICLE 22 DISCIPLINE AND DISCHARGE

22.1 Disciplinary action shall be impartially and consistently administered and, except for oral warnings, is to be in writing. Discipline shall not be administered without proper cause. Disciplinary action where leave use is a concern will be in accordance with the Utilization of Leave-Guidance Document negotiated and agreed to by the Union and the City of Orlando in this contract. (See Appendix B).

The City may remove an employee from duty (and pay status) pending the outcome of an investigation on for violations of any major offenses as described in Article 22.2 (Discharge).

~~The All investigations shall not exceed 30 calendar days unless there are extenuating circumstances, or it is agreed upon by both the Union and the City.~~

22.2 Notice of disciplinary action or pending action must be made within ten (10) working days of the supervisor's knowledge of the reported incident, which caused or could cause discipline. If an extension of time is needed the party desiring the extension will notify the other party in writing and other party must agree in writing. The notice of disciplinary action or pending action shall include the particular contract provisions and/or City policies allegedly violated. If further violations not listed on the notice are discovered during the investigation, the employee will be made aware

Prior written disciplinary actions will remain as the basis for progressive discipline as follows: The effectiveness of a written reprimand will be for a period of ~~one (1) year~~ ninety (90) days commencing with the date it was last referred to in the formal disciplining process. Prior suspensions will remain effective for a period of three (3) years for the basis of progressive discipline. Oral warnings shall ~~normally~~ be effective for a period of ~~ninety thirty (930)~~ ninety thirty (930) days.

Progressive disciplinary action (oral warning, written reprimand, suspension without pay, demotion, and termination) will be followed. However, the nature and seriousness of an employee's offense will be of primary importance and could result in demotion, suspension, or termination without previous oral or written warnings.

Oral Warnings:

Are given for minor, infrequent offenses.

Written Reprimands:

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Are normally issued after an employee has failed to respond to oral warning(s) for the same type of offense or for a more serious offense that does not, in the opinion of the supervisor, warrant suspension, demotion or discharge at that time. The City shall notify the employee in writing when an investigation has been concluded.

Suspension Without Pay:

Is normally taken when an employee has failed to respond in a satisfactory manner and time to a prior written warning or for a serious offense that, if the employee's performance or behavior remains substantially unchanged or the offense is repeated, termination will follow. Suspensions without pay will not exceed five (5) working days except in cases where an employee is suspended pending an investigation, which could lead to his/her immediate termination. No employee will normally be suspended until the grievance procedure has been completed at the third step except in cases where discharge may be imposed as per section 22.3 (Discharge) or when determined by the City that extraordinary circumstances warrant immediate suspension.

Instead of a suspension without pay, an employee may elect an appropriate deduction from accrued personal leave. Such a charge will have the same weight as a suspension without pay for progressive discipline purposes. Such election will not be available in cases involving investigations, which could lead to termination or incidents involving physical or oral confrontation or harassment.

Demotion:

May be administered, as a disciplinary action when an employee gives evidence of lacking the skills necessary to satisfactorily perform the duties of a position but who may, in all likelihood, be successful in some less-demanding position.

Discharge:

Will be imposed if an employee has failed to respond to prior progressive disciplinary action or has committed a major offense. Major offenses may include, but are not limited to, the following examples:

- 1) Stealing or attempting to steal City property, or that of others.
- 2) Willfully or negligently damaging, destroying, or misusing City property.
- 3) Conviction of a felony.
- 4) Conduct on duty that threatens public order, safety, health, or the City's service to the public.
- 5) Fighting with or threatening the physical well-being of another person while on the job.

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- 6) Reporting for duty under the influence of alcoholic beverages or drugs or possessing an open container of alcohol or illegal drugs during working hours, unless using drugs as prescribed by a physician and permitted by the City.
- 7) Falsification of records, official statements, or omitting information on records, including employment application.
- ~~8) Gambling on City property.~~
- 98) Three (3) consecutive working days absent without authorized leave.
- ~~109)~~ Incompetence or unwillingness to perform job duties.
- 140) Possession of a weapon on City property or personally carrying a weapon during work hours, except as otherwise provided by City Policy.
- 121) Excessive tardiness.

22.3 In relation to Article 22.2, employees are subject to such examinations as may be required by the City to determine if they are under the influence of alcohol, or may have been using or possessing unlawful, controlled substances or non-physician prescribed drugs. An employee may be subjected to a polygraph examination designed to determine the truthfulness of his/her response only with the employee's consent. Since employees have the right to refuse to submit to a polygraph test, no reference will be made in any discipline or grievance document/proceeding concerning the employee's refusal. Polygraph information may not be used for disciplinary purposes without corroborating evidence. Employees will be required to answer truthfully all polygraph questions asked of them. Reports of such tests and/or examinations will be made part of the investigative files. All other available electronic and photographic evidence of any sort may be used for disciplinary purposes. Assessment for damage to City property and equipment caused by City employees shall be pursuant to City Policy and Procedure 440.4, shall be in addition to any other disciplinary action and shall not be subject to grievance and arbitration.

22.4 Disciplinary action by the City shall take effect as agreed in this contract and remain in effect unless and until modified by the resolution of a grievance filed as a result of the disciplinary action.

22.5 Mutual Resolution of Misconduct Investigations

A. An employee under investigation for misconduct may request, at any time until notice of disciplinary action has been received by the employee, a meeting to discuss possible resolution of the matter and to determine if a consensus can be reached on the

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appropriate discipline (if any). The Department Director or designee shall hold a meeting within five (5) working days of the request.

- B. The meeting will be attended by the employee and, if requested by the employee, a union representative.
- C. If the participants reach a consensus, it will be reduced to writing ~~and reviewed with Labor Relations for concurrence. If approved, t.~~ The consensus reached shall be implemented and the investigation and grievance processes shall be considered complete. If no consensus is reached, the matter will progress as if no meeting had been held and nothing discussed at the resolution meeting will be used against the employee.
- D. The written resolution shall not be binding upon any party until it has been approved and signed.
- E. No disciplinary assessment reached as a result of a resolution meeting shall be cited by any party as precedent in any subsequent disciplinary matter.