

SEIU FPSU - City of Orlando: Union Proposals 5/28/2025

ARTICLE 4

UNION-RIGHTS

Previous language for sections 6, 8, and 9 submitted 5/15/25

4.10 Employees shall have the right to Union representation if the employee desires to meet and consult with any Supervisory or Managerial Official, via the appropriate chain of command. The employee shall not be required to explain the reasons for wanting to consult with any Supervisory or Management Official. Nothing in this Agreement shall be construed to prevent any employee in a Bargaining Unit from meeting or consulting with any Supervisory or Managerial Official, via the appropriate chain of command without the intervention or assistance of a Union representative.

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ARTICLE 9 WORK - INTERRUPTIONS

9.1 The Union shall not, under any circumstances, or for any reason, or in sympathy with, or in support for other employees or unions, call, encourage, authorize, ratify, or engage in any strike, ~~slowdown~~, boycott, or other job action resulting in an interruption of work during the term of this Agreement.

9.2 The City will not lock out employees covered by this Agreement.

9.3 The City shall have the right to discipline, up to and including discharge, any employee who instigates, encourages, participates in, or is otherwise involved in any strike, slowdown, boycott, or other job action against the City or who takes any action to curtail work, restrict services or interfere with any operations of the City.

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ARTICLE 10

GRIEVANCE PROCEDURE

Other Sections withheld pending proposals

10.3 The formal Grievance Procedure is as follows:

Step One

The grievant shall present his/her grievance to the Division Manager or his/her designee. The designee shall be at least one (1) level above the immediate supervisor. The grievance shall be presented in writing within ten (10) working days of the date on which the Grievant should, in the exercise of reasonable diligence, have become aware of the facts constituting the grievance. The Grievant or the City representative may request that a Union steward or local Union representative be present at the time the grievance is filed or at any discussions thereafter. Discussions will be informal so that differences can be settled, if possible, in the simplest and most direct manner. The City representative may, at his/her discretion, meet with the employee and his/her representative and shall communicate his/her decision in writing to the grievant within five (5) working days after the date on which the grievance was filed.

In cases of termination, suspension, or demotion, the grievance process shall commence at the Step Two level and such grievance shall be presented in writing within ten (10) working days of the disciplinary assessment.

Step Two

If the grievance is not settled at Step One and the Grievant wishes to proceed further with the grievance, the Grievant shall file the grievance with the Department Director, or his/her designee, within ten (10) working days after receipt of the decision of the City representative in Step One.

The Department Director or designee shall hold a meeting within five (5) working days of the filing of the grievance with the Grievant, Grievant's supervisor, a Union steward or local Union representative, at the Union's option, and witnesses whom the Grievant and the City reasonably believe necessary and having firsthand knowledge of the grievance issues.

No more than three (3) witnesses may be called by either party to present the facts constituting the grievance unless the Department Director or designee gives prior approval for additional witnesses.

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The Department Director or designee shall hear statements from the Grievant, the employee's supervisor, and the witnesses, if any. The Department Director or designee may question the Grievant, the supervisor, and the witnesses on all matters pertinent to the grievance issue(s).

The Department Director or designee shall render a written decision and notify the Grievant of the decision not later than the fifth (5th) working day following the meeting.

Step Three

The City shall maintain a list of a minimum of three (3) Hearing Officers available to hear Step 3 Grievances to be provided to the Union. Management shall provide any changes to the list of Hearing Officers to the Union within ten (10) working days of the change.

If the grievance is not settled at Step Two and the Grievant wishes to proceed further with the grievance, the Grievant shall file a written appeal with the Human Resources Department Manager within ten (10) working days of the decision in Step Two. A Hearing Officer, appointed by the City's Chief Administrative Officer on a rotating basis, shall conduct a Step Three Hearing within ten (10) working days after the filing of the grievance at this Step. The Hearing Officer may appoint a designee in the event of his/her unavailability to conduct the hearing. In no event shall the Hearing Officer or his/her designee be the individual who rendered the decision at Step Two.

The Hearing Officer shall review all the testimony, all written documents from the previous steps, and all other facts then relating to the grievance. No more than three (3) witnesses may be called by either party to present the facts constituting the grievance unless the Hearing Officer gives prior approval for additional witnesses. The Hearing Officer may call additional witnesses.

ARTICLE 16
COMMERCIAL MOTOR VEHICLE OPERATORS

- 16.1 Bargaining unit employees with job descriptions requiring the possession of a Florida Commercial Driver's License (CDL) Class "A" to "C" will be required to submit to an annual physical examination and meet the physical standards as prescribed by the Florida statutes 316.302 for Intrastate CDL Drivers and as may be amended by the State of Florida. Employees may be disqualified from operating City vehicles unless they are found to be physically qualified by the City's Occupational Health Services Provider. The Medical Examiner's Certificate will be valid for two years provided physical standards continue to be met.
- 16.2 Employees whose job descriptions require them to operate City vehicles shall also report to his/her Division Manager/Immediate Supervisor any suspension or revocation of license or any other change of license status or health condition which may affect his/her physical qualification to continue driving. Such report shall be made on the employees next working day. The Division Manager or designee shall report such license status or health condition changes to the City Risk Management Division Manager or designee. Failure to report such changes of license or health status will subject unit employees to disciplinary action up to and including termination.
- 16.3 A bargaining unit employee unable to meet the physical requirements for CDL driver as a result of an annual CDL driver's physical shall have the right to either lateral or downward movement to a vacant position within the same department, provided he/she is physically qualified to perform the job and still meets the current minimum qualifications for the job. The vacant position must be one the Department intends to fill. The Employment & Recruitment section of Human Resources will research all Department vacant positions and assist the employee in a citywide job search. The employee who is found unable to meet the physical requirements for a CDL driver by the Occupational Health Services Provider will have ninety (90) days to find another position.
- 16.4 Bargaining unit employees moving into another job as stated in 16.3 will maintain his/her current rate of pay provided it falls within the range of the position moving into. If the employee's rate of pay is above the maximum, of the new range, the rate will be lowered to the range maximum.

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- 16.5 If bargaining unit employee is referred to his/her personal physician for additional information as a result of a CDL driver's physical, the employee will be allowed to schedule and attend the appointment during working hours without having the time charged to personal leave. If a city physician refers an employee to a specialist or requests special testing as a result of a CDL physical, which is not subsequently covered by the employee health insurance carrier, the City will pay the cost, excluding co-payments.
- 16.6 Nothing contained in this article shall be construed to prevent the Department from requiring an employee to submit to a physical examination for fitness for duty determination at times other than an annual examination. If a City Physician refers an employee to a specialist or requests special testing as a result of a city physical, which is not covered by the employee health insurance carrier, the City will pay the cost excluding co-payments.

ARTICLE 34
SUBSTANCE ABUSE CONTROL

34.1 Both parties to this Agreement acknowledge the importance of establishing and maintaining a drug free workplace and complying with all federal, state, and local legislation and regulations related to drug use, especially the Federal Drug Free Workplace Act of 1988 and Comprehensive Economic Development Act of 1990 (440 F.S.). In this regard, the City has full right to establish drug training, drug avoidance programs, drug testing and drug policies, as permitted under the law, to preserve a drug free workplace. The standards to be used for employee drug testing will be in accordance to generally accepted National Institute of Drug Administration (NIDA) toxicology standards.

A. Drug and/or alcohol testing will be conducted in the following situations:

1. For employees contractually required to receive annual physicals, e.g., for those employees who are required to possess a commercial driver's license (CDL) and/or regularly operate City vehicles including light, medium, and heavy equipment.
2. For employees voluntarily transferring interdepartmentally.
3. Whenever an on-the-job-injury occurs, and it is suspected drugs or alcohol was used by the employee to the extent it could have impaired his/her normal faculties.
4. Reasonable suspicion-testing, as defined under the conditions and procedures in Policy and Procedures, Section 808.4, Drug Testing Policy.
5. Scheduled and random testing for those individuals undergoing drug or alcohol rehabilitation. Such testing will not extend beyond twenty-four (24) months from the last positive test.
6. Employee returning from an extended absence from work or reinstated after sixty (60) or more consecutive calendar days.
7. Any testing as required by law

B. Violation of the City's drug testing program may result in disciplinary action ranging up to termination of employment, and may include required participation in a drug abuse

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assistance or rehabilitation program, as may be determined pursuant to the City's Policies and Procedures, 808.4. upon a first positive drug test, an employee permitted to enter into a Return to Work Agreement who follows all guidelines, terms and conditions of the required treatment program may be allowed to return to his/her safety sensitive job duties after the first negative test and upon recommendation of the Department Director, treating professional and approval by the Human Resource Division Manager.

C. The City will make every reasonable effort to schedule routine or required drug testing in order to avoid redundant testing of employees who are not under a Continued Employment Contract for Substance Use.

34.2 Drug Free Workplace Statement of Policy

A. The City intends to maintain a drug free work place. The unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance by an employee on any of the City's premises or facilities, or while in any City vehicle, is strictly prohibited. For purposes of this Statement of Policy, the term "controlled substance" means a controlled substance in Schedules I through V of Section 202 of the Controlled Substances Act (21. U.S.C. 812), and as further defined at 21 C.F.R. 1308.11 through 1308.15.

B. As a term and condition of employment with the City, all employees must:

1. Abide by the terms of this Drug Free Workplace Policy; and
2. Notify the City within five (5) days of any conviction of a drug violation.

C. The City will make every reasonable effort to schedule routine or required drug testing in order to avoid redundant testing of employees who are not under a Continued Employment Contract for Substance Use