

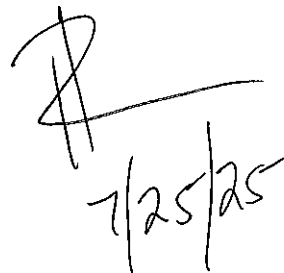
ARTICLE 1

INTENT OF AGREEMENT

- 1.1 This Agreement entered into by and between the City of Orlando hereinafter referred to as the "City" or "Employer" and SEIU Florida Public Services Union hereinafter referred to as "SEIU" or the "Union".

It is the intent and purpose of the parties hereto that this Agreement constitutes an implementation of appropriate Florida State Statute 447 provisions and provides for orderly and constructive employment relations in the public interest, in the interests of the City, and in the interest of the employees represented by SEIU.


- 1.2 It is the general purpose of this Agreement to promote the mutual interest of the City and its employees, and to provide for the operation of the City's services under methods which will, to the fullest extent possible, further the morale and safety of the employees; provide economy and efficiency of operation; eliminate waste; and avoid interference with, or interruption to, the operation of the City's services. The parties to this Agreement will cooperate to secure the advancement and achievement of the above purposes.
- 1.3 This document constitutes the entire Agreement and understanding between the City and the Union and it shall not be modified or amended in any respect except in writing signed by authorized representatives of the City and the Union and ratified by the Union membership and adopted by the Orlando City Council. This Agreement supersedes any and all previous agreements and understandings between the city and the Union.
- 1.4 Nothing in this Agreement shall require either party to act in violation of any Federal, State or Local legislation or regulations. In the event that any of the provisions of this Agreement are determined to be in violation of any Federal, State, or Local legislation or regulations, then those provisions shall be considered null and void and of no further force and effect. Such determination, however, shall not in any way affect the remaining valid provisions of this Agreement.


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- 1.5 The Union agrees to encourage all members of its organization to render efficient service to the City. The Union recognizes that it is of great importance for the City of Orlando to have good public relations and the Union will encourage its members to make themselves available for public service and emergency work. The Union and its members, in all matters pertaining to this Agreement, shall take into consideration that the most important mission of the City is to serve the Public.



City Of Orlando



SEIU


7/25/25
Date

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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.



City Of Orlando

7/25/25
Date

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ARTICLE 23

SENIORITY/LAYOFF/RECALL

- 23.1 City seniority shall be understood to mean total time of service from the employee's date of hire or adjusted hire date, if any. City Seniority shall determine an employee's leave accrual, service awards, longevity payments, and pension service credit. An employee may have an adjusted hire date created based upon having in excess of eighty (80) hours unpaid leave of absence in any fiscal year or upon receiving credit for prior City employment under the terms of the General Employee Pension Plan.
- 23.2 Classification Seniority shall be understood to mean the length of service in a specific job classification, as listed in Appendices B, C & D of this agreement.
- 23.3 Appropriate Classification Seniority and City Seniority shall be factors considered when making promotions within Bargaining Unit job classes.
- 23.4 Seniority shall be a primary factor in shift and workday schedule assignments within the established workweek provided that staffing levels and the distribution of experienced personnel are met; provided, however, that in the following positions classification seniority shall be the primary factor in shift and workday schedule assignments within the established workweek: (1) Solid Waste Supervisors; (2) Parking Supervisors; (3) ECS Supervisors; (4) Crime Scene Investigators; and (5) Community Service Officers. (6) Police Department and Fire Department ECS Supervisors, and (7) Civilian Emergency Medical Transportation Employees. At no time will an employee's shift assignment be changed as a punitive measure.
- 23.5 City Seniority within job titles that have equivalent job responsibilities, skill requirements and minimum qualifications shall be used for all matters related to layoff and recall.

Veterans Preference – For the purposes of layoff and recall, but not for any other purpose, City seniority shall be augmented by one year (365 days) for those employees who qualify under Section 295.07, Florida Statutes, as amended, for preference in employment retention and by an incremental one year (365 days) for those employees who qualify as disabled veterans under Section 295.07, Florida Statutes, as amended. It is the responsibility of preference eligible employees to ensure that his/her personnel files properly reflect his/her status.


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23.6 Employees shall lose their seniority as a result of the following:

- A. Resignation.
- B. Retirement.
- C. Termination for disciplinary reasons.
- D. Layoff exceeding twenty-four (24) months.
- E. Failure to report, to the Human Resources Department, his/her intention of returning to work from laid-off status within ten (10) calendar days of receiving any recall notice sent pursuant to Article 23.8 A.
- F. Failure to return from Military Leave within the time limits prescribed by law.

23.7 Layoff Procedure

A. Notification

Management will make every reasonable effort to notify the Union sixty (60) days but no less than thirty (30) days in advance of a pending layoff action of employees covered by this agreement. Within five (5) days of the notification of the layoff action to the Union, the parties will meet to discuss the layoffs and possible options to such an action.

Bargaining unit employees not on an initial probationary period who are laid-off will receive a minimum of one month's severance pay.

B. Order of Layoff


When the City determines it necessary to lay off employees in any classification covered by this agreement, the following order of lay-off shall apply:

1. Temporary, Seasonal, Probationary, or other non-permanent status employees performing the same job duties as SEIU employees serving in the same class.

Temporary and initial probationary employees will be laid off first in any affected classification within any department and shall not have recall rights.

2. Permanent employees

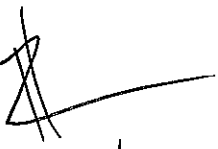
Permanent employees will be laid off in the inverse order of his/her length of City seniority within job title for each department that has the same job

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responsibilities and skill requirements. In the event two or more employees affected have the exact same amount of service in the classification, the employee with the most consecutive years of City seniority will be deemed to be the senior employee. In the event two or more employees affected have the exact same amount of City Seniority, the employee with the lowest last four (4) digits of his/her Social Security number will be deemed to be the senior employee, except in those instances where a different method was used to determine seniority ranking for employees hired before October 1, 2004.

C. Bumping

1. A permanent employee who loses his/her position as a result of a layoff in his/her Department Classification shall have the right to either lateral or downward movement to a classification in his/her job progression ladder or any job within the City, which was previously held, provided he/she has greater City seniority than the employee being displaced and had at least one (1) year of employment in that position. The employee bumping into a previously held position must still meet the current minimum requirements of the position bumping into. The displaced employee should have the least amount of City Seniority in that Classification.
2. No employee shall have any right to bump down or laterally move to a job classification in which he was never employed nor held permanent status in said classification.
3. Employees bumping down or laterally moving to other classifications outside of his/her current Division as a result of a lay off situation will serve a ninety (90) days probationary period in the job moving to. Employees bumping to positions previously held within the same Division do not have to serve a probationary period.
4. Employees bumping down into a previously held position 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.

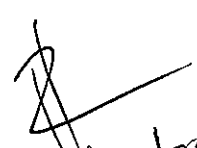

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D. Employees affected by any layoff action may:

1. Exercise the option of accepting the layoff and be removed from the active payroll or,
2. Accept a one-time option per Reduction In Force (RIF) to bump down to a position, in a previously held classification, or in a lower classification in his/her job progression ladder, City Seniority permitting and provided the employee meets the minimum service requirement for bumping down to that classification.
3. Any employee who is laid off and accepts a bump-down position and who subsequently decides not to continue in the position will be considered to have resigned.
4. A displaced employee bumping down to a previously held job classification shall be assigned to a vacant position in that classification if a Department intends to fill it before bumping an incumbent employee from that classification. If the employee declines to accept the assignment, the employee shall be immediately placed on lay-off.
5. Displaced employees applying for vacant positions in classifications not previously held, but who are qualified for these positions, shall be placed in these positions based on City Seniority with the approval of the hiring authority.

23.8 Recalls

- A. Current employees laid-off or who are working in a lower classification as a result of a bump down, shall retain recall rights for twenty-four (24) months to the classification from which they were originally laid off or reassigned. Laid off employees recalled within these twenty-four (24) months shall have seniority restored based on adjusted date of hire. If re-employed after twenty-four (24) months, the provisions of City Policy 808.37 will apply. Laid off employees hired prior to 1/1/06 and recalled within the twenty-four (24) months shall be eligible for City payment of retiree health benefit in effect either at the time of recall or what was prior to 1/1/06 based on credited years of pensionable service.


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When employees are recalled from layoff, those with the greatest City Seniority for the vacant classification shall be recalled first.

Recall to laid-off employees will be made by certified mail, return receipt requested, to the last address as shown in the Employer's records.

B. Within ten (10) calendar days of the certified receipt date, laid-off employees must convey his/her intention of accepting the job and returning to work to the Human Resources Department or forfeit his/her seniority and recall rights.

1. Recall will be offered to laid-off employees provided they are qualified to perform the essential functions of and meet the qualifications for the job. A recalled employee must be available to return to work within two (2) weeks of receipt of notification of recall. If the member is unable to return, due to a documented physical or mental condition, the City will proceed to the next person in line per seniority or post the position if no one else is on the recall list. A recalled person unable to return to work due to a documented physical or mental condition will be removed from the recall list until the individual notifies the City and provides documentation that he/she is able to perform the essential functions of the position. This process is only available during the recall period. Once the person provides the City appropriate notice and documentation of ability to return to work, they will be placed back on the recall list based on order of seniority.
2. The City reserves the right to require a physical examination prior to any recalled employee being placed back on the active payroll.
3. Upon recall to fill vacancies in his/her laid-off classification, employees shall receive the same hourly rate they held at the time of layoff and, in addition, any negotiated increase that may be applicable.
4. No probationary period will be required for recall to the position held at the time of the Reduction In Force (RIF). Recalled employees will serve a ninety (90) day probationary period if recalled to a position not previously held.

23.9 Seniority for all other purposes shall be in accordance with City Policy and Procedure, Section 808.37, as currently written or amended.


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23.10 Current employees laid off after ratification of this contract, shall be allowed to apply for "City Employee Only" posted positions provided the employee meets the current minimum qualifications for such positions, and is named on a Reduction In Force (RIF) list within a previous twenty-four (24) month period.

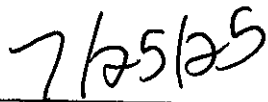
23.11 At no time will an employee's shift assignment be changed as a punitive measure.



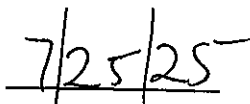
City Of Orlando



SEIU



Date




Date

City Proposal 06/18/25

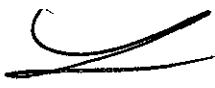
ARTICLE 24

JOB VACANCY


- 24.1 Notice of a vacant position in a classification covered by this Agreement and for which an eligibility list doesn't exist, shall be posted for a period of five (5) working days on appropriate City bulletin boards and electronic devices (i.e., City's official Internet website, City's Intranet System, Telephone Job Line) for purpose of creating an eligibility list of applicants. If an employee is on approved leave during the entire posting period and has missed the opportunity to apply for the vacancy, then the employee may submit a bid to the Human Resources Department within three (3) working days after the closing period of the vacancy. Any like vacancy, which occurs within sixty (60) days following the posting may be filled from the eligibility list generated by the original classification vacancy posting. Some job vacancy announcements may be limited to specific Divisions or Sections based on the availability of qualified candidates within these respective work forces and the level of skills required by the position. Any employee who has completed his/her initial probationary period may apply in writing to the Human Resources Department for consideration before the closing date of the job announcement.
- 24.2 All vacancies shall be filled from the eligibility list of applicants on the basis of best qualified as determined by the hiring authority. For vacancies advertised to be filled by City applicants only, and where skills, qualifications, and work history are substantially equal, the City will give first consideration to place the senior City employee applicant into the position. Some vacancies are filled from permanent eligibility lists and individual vacancies are not posted. In such cases, Bargaining Unit employees may submit his/her application at any time. Qualified applicants will be added to those permanent lists.
- 24.3 Employees initially employed by the City shall be placed on a six (6) month probationary period – except OPD Community Service Officers and Emergency Communications Specialists, who shall be placed on a one (1) year probationary period – unless extended by management for a period not to exceed ninety (90) days. The City may, at its sole discretion, discipline or terminate any probationary employee during any portion of the probationary period, including extensions thereof. No matter concerning the discipline, layoff or termination of a probationary employee shall be reviewable under the grievance or arbitration procedure.


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- 24.4 An employee promoted from one (1) classification to another shall be placed on a six (6) month probationary period in the new classification, except that a three (3) month probationary period shall apply when an employee is promoted to an Appendix "C" position outside of the OPD. (Note: A three (3) month probationary period shall apply to Staff Assistant and Administrative Assistant positions at OPD.) If the employee is removed from the new position during the probationary period, the employee shall be returned to the former position without loss of seniority or other benefits at the former pay and shall not serve a new probationary period, provided a vacancy exists in that position. If no vacancy exists in the previously held position, but other vacancies are available within the same job classification and the employee meets all criteria of the position requirements, the City will make every effort to place the employee in another vacant position with the consent of the appropriate hiring authority. Employees placed in a position not held previously shall serve a probationary period in accordance with provisions of any applicable collective bargaining agreement.
- 24.5 Employees in a probationary status when a wage increase applies to non-probationary employees in the bargaining unit will be eligible to receive the increase during such probationary period, except that new hires in an initial probationary period will become eligible for such increase upon completion thereof.
- 24.6 Employees who are promoted and then terminated during resulting probationary periods may seek review of the termination through the grievance procedure established in Article 10 of this agreement.
- 24.7 The City will provide the union bargaining unit job descriptions when they are updated to reflect classification title changes as well as updated requirements, duties, or qualifications.



City Of Orlando



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