

SEIU FPSU - City of Orlando: Union Proposal 8/26/25

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 be reassigned from one location to another provided the number of stewards does not

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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 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.
- 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

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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 13

PERSONAL LEAVE/SICK LEAVE

- 13.1 Personal leave is paid time off granted to an employee for purposes of taking planned annual leave, dealing with personal business, recovering from illness or injury, and care and attend to a member of his/her family, or a dependent minor and who is afflicted with a serious illness or injury and only when no other person is available to care for said dependent(s), or the hospitalization of such family members, without loss of pay or benefits. Personal leave shall begin to accrue from the first (1st) full week of employment.
- 13.2 Bargaining unit employees working a regular schedule of at least 40 hours a week shall earn and accrue annual personal leave in accordance with following formula:
- A. From the employee's date of hire or adjusted date of hire up to the employee's fourth (4th) anniversary ~~2.62~~2.92 hours per week (~~one hundred thirty-six (136)~~one hundred fifty-two (152) hours per year).
 - B. From the fourth (4th) anniversary up to the ninth (9th) anniversary, ~~2.93~~3.23 hours per week (~~one hundred fifty-two (152)~~one hundred sixty-eight (168) hours per year).
 - C. From the ninth (9th) anniversary up to the fifteenth (15th) anniversary ~~3.39~~3.69 hours per week (~~one hundred seventy-six (176)~~one hundred ninety-two (192) hours per year).
 - D. From the fifteenth (15th) anniversary up to the twenty-fourth (24th) anniversary ~~3.77~~4.07 hours per week (~~one hundred ninety-six (196)~~two hundred twelve (212) hours per year).
 - E. Beyond the twenty-fourth (24th) anniversary ~~4.16~~4.46 hours per week (two hundred ~~sixteen (216)~~thirty-two (232) hours per year).
 - F. Employees normally required to work rotating shifts and who do not receive remuneration for holidays except New Year's Day, Martin Luther King Day, Fourth of July, Christmas and three (3) Floater Holidays shall accrue additional Personal Leave at the rate of ~~.77~~.86 hours per week.
- 13.3 Accrued Personal Leave is leave earned that is unused at any given time. There shall be a one thousand (1000) hour maximum on the accrual of Personal Leave. Personal Leave accrued in excess of one thousand (1000) hours shall be forfeited commencing with the first (1st) full pay period of the new calendar year. Employees who have

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scheduled leave to prevent forfeiture of hours accrued in excess of accrual cap, and due to extenuating circumstances, (not within the control of the employee) cannot take the scheduled leave, may request through his/her Division Manager and Department Director for reinstatement of hours forfeited. Personal Leave shall not accrue if an employee is in a non-pay status during the entire payroll week. Personal Leave may be granted in one-tenth (1/10) of an hour increments or more.

- 13.4 Employees in his/her initial probationary period shall begin to accrue personal leave immediately upon employment but shall not be granted the use of this leave until the employee has completed ninety (90) days continuous permanent service.
- 13.5 Personal Leave scheduling shall be accomplished at the discretion of the Division Manager or Department Director. Every reasonable effort will be made to honor such requests.
- 13.6 Requests for personal leave, in order to be scheduled, must be submitted and approved twenty-four (24) hours in advance of the requested day(s) off.
- 13.7 Employees may request the use of accrued unused Personal Leave for emergency purposes. Such emergency requests will not be unreasonably denied or count as an incident of unexcused absence but may be subject to verification and potential discipline if a pattern of apparent abuse develops.
- 13.8 Utilization of personal leave is discussed further in the attached "Utilization of Leave" (Appendix A) at the end of the contract, which is adopted as part of this agreement.
- 13.9 When a holiday falls within an employee's Personal Leave period, the holiday shall not be charged to the employee's Personal Leave.
- 13.10 Employees shall be allowed to "buy down" a maximum of ~~eighty~~ one hundred and twenty (~~80~~120) hours of personal leave throughout the calendar year (except that an employee's Department Director may approve a buy down of more than ~~80~~ 120 hours for the calendar year for an employee with extenuating circumstances) provided they have at least one hundred (100) hours of leave accrued after the "buy down" and amount of "buy down is at least twenty (20) hours.
- 13.11 An employee shall be paid at the straight-time rate for accrued unused Personal Leave, less any bona fide indebtedness to the City, upon resignation, retirement, or any other termination, except when termination occurs in the first (1st) ninety (90) days of employment, in which case it shall be forfeited.

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13.12 The estate or designated beneficiary of an employee who dies while employed by the City shall be paid the cash equivalent value, less any bona fide indebtedness to the City, of the late employee's accrued but unused Personal Leave.

13.13 Sick leave may be granted for:

- A. Incapacitation by reason of illness or injury.
- B. Medical, dental, optical examination or treatment.
- C. Jeopardizing the health of co-workers due to exposure to a contagious disease.
- D. Care and attendance to a member of his/her family, defined as: spouse, parent, child or a dependent minor and who is afflicted with a serious illness or injury and only when no other person is available to care for said individual(s), or the hospitalization of such family members.

The immediate supervisor may authorize an employee to be absent due to any of the reasons outlined above; failure of the employee to secure this authorization shall be cause for denial of sick leave pay for the period of absence.

13.14 An employee's frozen Sick Leave balance may be accessed upon the fourth (4th) consecutive workday missed or after (4) aggregate workdays missed in any calendar year as the result of personal injury or illness or to tend to an incapacitated member of the family. Sick leave (for those employees with a frozen sick leave bank) may be accessed immediately for personal illness, injury, or tend to an incapacitated member of the family as defined in 13.13 D, when said employee's personal leave balance has been exhausted. Otherwise, sick leave use will be used following the guidelines contained herein.

13.15 No employee shall misuse or misrepresent any illness or injury or deceive any other employee, supervisor, or any representative of the City as to his/her real condition for the purpose of remaining away from scheduled work assignments. Misuse of sick leave shall result in disciplinary action. All sick leave usage may be subject to documentation. All absences in excess of three (3) consecutive working days must be supported by medical justification.

13.16 Information concerning sick leave hours accumulated shall be provided to all bargaining unit personnel on his/her paycheck stubs.

13.17 Medical clearance: an employee, upon returning to work from an absence due to illness or injury in excess of three (3) consecutive workdays or more may be required to report to a City-designated medical provider for medical clearance. The City-designated

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medical provider may require the employee to sign a medical release. Such release will permit the City-designated medical provider to contact the employee's private physician for information. Failure of the employee to sign this statement when requested is grounds for disciplinary action up to and including dismissal.

- 13.18 An employee who retires from City employment meeting qualifications to receive immediate retirement benefits under an official City Pension Plan or who had been a regular full-time employee for twenty (20) years or more, shall be paid for one-third (1/3) of the value of the total amount of sick leave credited to him on the date he leaves City employment.

A City employee retiring with twenty-five (25) years of service or more shall be paid for one-half (1/2) the value of the total amount of sick leave credited on the date leaving City employment. Such payments shall not exceed seven hundred (700) hours unless this limit is adjusted upward in accordance with City Policies during the term of this agreement, in which case the higher limit shall apply.

- 13.19 If an employee dies during employment by the City, the employee's estate or designated beneficiary shall receive the cash equivalent amount of one half (1/2) of the value of the sick leave accrued by the employee at the time of death. Such payment will not exceed the equivalent of seven hundred (700) hours at the deceased employee's base hourly rate of pay. Should the employee die of a duty related injury, the deceased employee's estate shall receive the full value of sick leave accrued by the employee at the time of death.

- 13.20 Payment of sick leave to a qualified terminating, or retiring employee, or to a deceased employee's estate or designated beneficiary, shall be at the employee's current base hourly rate and shall be subject to any bona fide indebtedness to the City.

- 13.21 An employee that wishes to donate Personal Leave may do so by utilizing the Compassionate Leave Bank policy.

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ARTICLE 15

HOLIDAYS

- 15.1 The City observes the following paid dates or Holidays but reserves the right to schedule work on these days. Employees in the Bargaining Unit shall observe the following dates or Holidays subject to the City's right to schedule any employee to work on these days:

January 1	New Year's Day
Third Monday in January	Martin Luther King Day
Last Monday in May	Memorial Day
June 19.....	Juneteenth
July 4	Independence Day
First Monday in September	Labor Day
Fourth Thursday in November.....	Thanksgiving Day
Fourth Friday in November... ..	Day after Thanksgiving
December 24	Christmas Eve
December 25	Christmas Day
See Article 15.4	Floater Holidays (3)

- 15.2 To qualify for Holiday pay, an employee must work the last scheduled shift before and the first scheduled shift after the observed Holiday, or itself, or be in a previously approved paid leave status or submit documentation of the absence, within forty-eight (48) hours of return, satisfactory to the employee's supervisor. Employees on extended workers' compensation shall not receive Holiday pay.
- 15.3 When a Holiday is observed on an employee's scheduled day off and the employee is required to work on that day, the employee shall be paid for the Holiday and for the actual hours worked. When a Holiday is observed on an employee's scheduled day off and the employee does not work on that day, the employee shall be paid for the Holiday only. If an employee is scheduled to work the observed Holiday and does not receive a day off in recognition of the Holiday at any other time during the same one (1) week work period, the employee shall be paid for the Holiday and any hours actually worked. Holiday hours not paid may be accrued as comp time at the employee's discretion. If the employee calls in sick, the employee shall be paid personal leave or sick leave pay only as appropriate.

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- 15.4 An employee requesting to take a floater holiday must notify the Division Manager at least forty-eight (48) hours in advance (excluding Saturdays and Sundays). Exceptions to this notice requirement may be made by the Division Manager. A floater holiday may be taken on any day at the employee's discretion subject to approval of the Division Manager, based on work scheduling requirements. Floating holidays will be credited the first (1st) full pay period of the calendar year and may not be carried from one (1) calendar year to another. Newly hired bargaining unit employees will have his/her floater holidays prorated. Employees hired after January 1st of each year will be credited one floater holiday for every four (4) months of employment through the balance of the year. The four (4) months will start on the first of the month following employment. Floater holidays shall not be granted until the employee has completed the probationary period.
- 15.5 The purpose of Holidays is to grant employees a paid day off from his/her normal workweek. The observance of a Holiday may vary based upon the employee's actual work schedule. Employees scheduled to work the observed Holidays of Thanksgiving and Friday after Thanksgiving and Christmas Eve and Christmas Day will not be rescheduled during the same one (1) week work period to receive a day off in recognition of the Holiday, unless requested by employee and granted by management. During all other observed Holidays as listed in 15.1, except floater holidays, if an employee is scheduled to work he/she will not be required, except for operational emergencies, to change his/her scheduled shift or days off from those scheduled with less than five (5) calendar days advanced notice.

Holiday hours not paid may be accrued as comp time at the employee's discretion. The City will notify the Union at least thirty (30) days in advance of any changes to the scheduled Christmas holidays.

Employees in classifications of, Crime Scene Investigator and Police Emergency Communications will observe the following holidays, New Year's Day, Martin Luther King Day, Fourth of July, and Christmas and three (3) floater holidays. When practical employees whose departments require employees to work on the holidays referenced in 15.1 shall bid the holiday by seniority with the most senior employee given the choice to work the holiday, or instead receive holiday leave time.

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ARTICLE 18

SAFETY & HEALTH

- 18.1 The City shall comply with federal, state, and local legislation concerning safety, health, sanitation, and working conditions. The City and the Union shall cooperate in an effort to eliminate accidents and health hazards and shall comply with enforcement of provisions of the City's Risk Management Safety Plan. The Orlando Police Department Policy 1301.0 Blood borne Pathogens and Exposure Control Plan will remain applicable to those civilian job classifications named in this Plan.
- 18.2 Protective devices to include seat belts, wearing apparel, and other equipment necessary or required to protect the employee from injury shall be provided by the City. This will include extrication protection for Civilian Transport Employees, as selected by the Fire Chief. Such items may be improved from time to time by the City upon recommendations from the City's in-house safety representatives, the Union office, or the City's Risk Management Division Manager. Protective devices to include seatbelts, apparel, and equipment, when provided, must be used by the employee. An employee's failure to obey safety regulations or to properly use and maintain safety devices provided by the City shall be just cause for disciplinary action up to and including discharge. The City shall furnish replacement safety equipment if the worn or damaged equipment is returned to the City.
- 18.3 The City shall reimburse employees for lost or damaged personal prescription glasses/contact lenses and watches resulting from work related injury or accidents. Any such repairs or replacement for prescription glasses/contact lenses shall not be paid more than once a year and may not exceed One Hundred Twenty-Five Dollars (\$125.00). Repairs or replacement of watches shall not exceed one hundred dollars (\$100.00). Payment shall not be made for loss or damage to these items resulting from carelessness, neglect, or horseplay. Any claim for loss or damage shall be initiated by filing the City's Accident and Injury Report, for review and determination by the Risk Management Division. Proof of purchase or repair must be submitted prior to reimbursement.
- 18.4 The City agrees to provide uniforms to employees required to have them in accordance with the current Department or Division policy regarding item issue. These uniforms are required to be worn by the employee. The City agrees to replace uniforms, if necessary, after inspection and determination by management. Employees, upon request, shall

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return used items upon replacement issue. Civilian Transport Employees will receive a one-time \$100.00 payment for the purchase of a stethoscope.

- 18.5 If an employee is transferred or otherwise leaves the department which furnished the uniforms or safety equipment, the employee shall promptly return all uniforms and safety equipment to that department or pay for missing equipment or uniforms.
- 18.6 Bargaining Unit employees who are required to wear safety shoes shall wear safety shoes complying with the minimum American National Standards Institute (ANSI) safety criteria. Newly hired employees, subject to safety shoe requirements, will have to supply his/her own safety shoes while on his/her probationary period. Upon completion of the probationary period, employees will qualify for safety shoes as provided here in. The City shall reimburse employees or directly pay the City's contracted safety shoe vendor the cost of employee safety shoes not to exceed one hundred and sixty dollars (\$160.00), in any fiscal year, October 1st to September 30th. Those employees working with or as part of Solid Waste task force, Wastewater crews and Concrete crews shall be reimbursed or the City directly pay the City's contracted safety shoe vendor the cost of employee safety shoes not to exceed one hundred eighty dollars (\$180.00), in any fiscal year, October 1st to September 30th. Should an employee elect to repair his/her existing safety shoes in lieu of purchasing new ones, the City will provide up to Forty Dollars (\$40.00) for said repairs no more frequently than every four (4) months. Employees who purchase safety shoes through the City's contracted safety shoe vendor and do not exceed the applicable maximums stated above (\$160.00 or \$180.00) may purchase work socks, insoles, or other podiatric devices through that vendor, up to the applicable maximum. Employees failing to wear safety shoes where required during work hours may be subject to appropriate discipline, up to and including discharge.
- 18.7 The City shall provide a uniform shoe allowance of up to one-hundred dollars (\$100.00) to employees working as Parking Enforcement Supervisors, Parking Enforcement Specialists, Police Emergency Communications Specialists, Police Emergency Communications Shift Supervisors, Crime Scene Investigators, Crime Scene Supervisors, Community Service Officers, Community Service Officer Supervisor, or Forensic Photographers and to those uniformed employees working in OPD Property & Evidence and Supply Sections. This allowance is payable once in the second paycheck in October. There will be a maintenance of those benefits regarding shoe allowance of what was afforded to them prior to joining SEIU for those in the positions Civilian EMT, Civilian Paramedic, and Parking Enforcement Specialist.

ARTICLE 25

WORKING OUT OF CLASSIFICATION

- 25.1 An employee required by management to work out of classification for at least ~~eight (8)~~ four (4) consecutive hours in a higher non-Civil Service position will be given an increase equal to the midpoint differential between the employee's current position and the higher position's midpoint, or to the minimum, whichever is greater, capped at twenty-five percent (25%). Should the higher classification be a Civil Service position, the employee may be granted an increase not to exceed seven percent (7%). Under no circumstances shall an employee receive an increase so that their wage exceeds the maximum of the higher classification. To be eligible for the higher pay the employee must perform substantially all of the required duties of the classification. Employees in Career Path Progression Positions, or who are in training positions are not eligible for the higher classification pay. An employee may reject an out of classification assignment if another qualified employee is available and willing to accept the assignment.
- 25.2 Employees working in a higher classification for thirty (30) days or less do not have to meet the minimum qualifications for the higher-level job unless required by law or ordinance. Employees working for more than thirty (30) days in a higher classification must meet minimum requirements for that job.
- 25.3 Out of Class Pay will only be granted when an existing position is vacant due to vacation, termination, illness, etc., and not for temporary reassignment for special projects. Exceptions to the 'vacant position' portion of this article may be made due to extenuating or emergency circumstances. Exceptions must be requested in writing (before) being paid, through the appropriate Department Director to the Human Resources Department Manager for final approval.
- 25.4 Except in extenuating or emergency circumstances, a subordinate employee will not be required to work in a classification where he would become the supervisory employee over their normal supervisor.
- 25.5 Out of Class Pay will be granted only for time actually worked and will not include time spent by an employee on personal leave, holidays, or sick leave, or other absence from the job. After an employee has worked out of classification for ninety (90) days, the Office Director/Division Manager will be required to review and consider any extension of the out of classification status. Such extension to be approved only if the employee

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meets the minimum qualifications as contained in the job description of the higher classification.

- 25.6 Requests for Working Out of Class Pay must be submitted in accordance with City policy, by authorized personnel on-line Form by going to the City of Orlando Intranet page.
- 25.7 Working out of classification shall be assigned among employees based on the character of the work to be performed and the employee's qualifications as determined by management.
- 25.8 Employees in non-supervisory OPD civilian positions of Police Emergency Communications Specialists, Community Service Officers, Crime Scene Investigators, and Police Emergency Communications Specialists assigned by management to work in a higher classification as a supervisor will be eligible for an hourly rate equal to that of the minimum of the range for the supervisory position or for a seven percent (7%) increase in his/her current hourly rate, whichever is greater, on an hour for hour basis, provided a minimum of at least one (1) hour is worked (non-cumulative).
- 25.9 Employees in OFD civilian position of Emergency Communications Shift Supervisor assigned by management to work in a higher classification as a Fire Quality Assurance Coordinator will be eligible for an hourly rate equal to that of the minimum of the range for the supervisory position or for a seven percent (7%) increase in his/her current hourly rate, whichever is greater, on an hour for hour basis, provided a minimum of at least one (1) hour is worked (non-cumulative).

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ARTICLE 26

WORKWEEK AND OVERTIME

- 26.1 The basic workweek shall be the period between 0001 Hours Sunday and 2400 Hours Saturday.
- 26.2 Departmental management will establish, in its discretion, hours of work best suited to meet the needs of the department and to provide superior service to the community. Normally the workweek shall consist of forty (40) hours, excluding unpaid lunch, during the pay period. Nothing in this Agreement shall be construed as a guarantee or limitation of the number of hours or days to be worked per week.
- 26.3 All authorized and approved work performed in excess of forty (40) hours in any one (1) work week shall be considered as overtime for non-exempt employees and shall be paid at the rate of one and a half (1½) hours pay at the regular hourly rate for each hour actually worked. Employees may opt for comp time in lieu of overtime (accrued at a one and a half hour (1 ½) rate) in accordance with City Policy and Procedure 808.35 except that compensatory time may be accrued up to ninety (90) hours. For those OPD civilians working rotating shifts in shift differential eligible positions as Community Service Officers, Police Communications Specialists, OPD and Fire Communications Shift Supervisors, Crime Scene Investigators, Police Emergency Communications Specialists, those assigned to OPD Supply, and his/her non-exempt supervisors shall accrue up to one hundred fifty (150) hours of compensatory time.
- 26.4 For purposes of overtime computation, personal leave, floater holidays, sick leave, therapy, or treatment for job injury, voting time, standby, reporting time, blood donor time, bereavement leave, jury duty, annual military leave, and other absences from duty in active pay status shall not be considered as time worked. OFD civilian position of Emergency Communications Shift Supervisors shall have their personal leave as part of the time worked for the purposes of overtime computation. Time spent in contract negotiations by negotiating team members during normal working hours of 8:00 a.m. to 5:00 p.m. shall be counted as hours worked for purposes of computing overtime. Employees not scheduled to work during these hours, but are part of a Contract Negotiations Team, may have his/her shifts adjusted. A request for shift adjustment shall not be unreasonably denied.

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- 26.5 Should contract negotiations extend beyond these times by mutual agreement between the Union and City, the eligible non-exempt employees would be paid overtime should the total hours exceed forty (40) in the workweek.
- 26.6 Overtime work may be required from time to time and shall be distributed equitably among employees in a particular job classification within a particular organizational unit as far as the character of the work and the employees' qualifications permit. Although temporary imbalances in the equitable distribution of overtime may occur, departmental management shall make its best efforts to distribute overtime fairly and equitably over extended period of time. Departmental management shall maintain overtime records and shall make information concerning overtime available upon request to employees of the department.
- 26.7 When practical, overtime will be assigned by rotation based on seniority. For the purpose of this article rotation based on seniority shall mean that when there are employees requesting to work the overtime, assignment of overtime shall be based on greatest seniority. When no employees request to work overtime, assignment of that overtime shall be based on inverse order of seniority. However, the City may, at its discretion, assign overtime to employees, irrespective of seniority, to those who possess skills, knowledge and abilities which are not possessed to the same degree by other employees in the organizational unit and which are necessary to perform the required duties.
- 26.8 Departmental management shall determine lunch and rest periods. Such lunch and rest periods shall be scheduled in accordance with the requirements of the department. A rest period shall not exceed fifteen (15) minutes and is granted at the sole discretion of management. Unpaid lunch periods shall not be less than thirty (30) minutes nor more than sixty (60) minutes in duration. In certain continuous operations employees may be required to remain on the job and eat at the workstation. In such cases, the employee shall be paid for the thirty (30) minute lunch period.
- 26.9 Flex time may be granted at the sole discretion of the Division Manager to an employee based on need on a case-by-case basis. Flextime is intended as an adjustment to work start and end hours within the normal forty (40) hour work week and not as a reduction of normal work hours. To be considered for flex time an employee shall present his/her request in writing to the Division Manager with any supporting documentation within seven (7) calendar days before the requested flexing would start.

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- 26.10 If temporary workers are used to fill a Bargaining Unit Position on a full-time basis within a particular Division for more than nine (9) consecutive months, the position will be posted and filled. The nine (9) month period will be retroactive from the date of approval of this contract by City Council. Exceptions to this provision may be made for temporary employees hired for a specific project or task or to temporarily staff a position scheduled for deletion, which will not normally exceed a maximum eighteen (18) month period.
- 26.11 Employees will be provided a work schedule at least five consecutive workdays in advance. Schedules will not be adjusted after this to avoid paying overtime. This provision does not apply to the Amway Arena, Bob Carr Performing Arts Center, Camping World Stadium, or to special event related work schedules in the Parking and Transportation Engineering divisions in recognition that these positions are event driven and subject to last minute scheduling found in the entertainment industry. Overtime must be deemed necessary and approved by management prior to working the overtime hours.
- 26.12 Employees who work during the changeover from standard time to Daylight Savings Time shall be paid for his/her regular shift hours without loss of pay.
- 26.13 Exempt employees shall be eligible for forty (40) hours per year Management Leave ~~and Administrative Leave~~ at the levels and under the same terms provided under City Policy 808.6, as amended, for Middle Management, Administrative, and Professional employees.
- Exempt employees shall be eligible for Administrative Leave at the levels and under the same terms provided under City Policy 808.6, as amended, for Middle Management, Administrative, and Professional employees.

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ARTICLE 29

EDUCATIONAL REIMBURSEMENT

- 29.1 The City of Orlando shall provide financial assistance on a Fiscal year basis to employee assigned to permanent positions who have completed his/her initial probationary period and seek to improve his/her knowledge by participating in educational courses while employed by the City. In addition, a list of all training classes offered by the City's Human Resources Department Training Program will be posted in the City's Intranet system and will be accessible to all bargaining unit employees through computers located within each division and subsection thereof.
- 29.2 The level of reimbursement benefits, eligibility and administration of this program shall be in accordance with the provisions of the Policy and Procedures Manual, Section 808.17 in affect or as amended during the effective dates of this collective bargaining agreement, but no less than up to ~~\$1800~~\$2500 for employees in permanent full-time positions and up to ~~\$900~~\$1250 for employees in permanent part time positions.
- 29.3 Employees required to have professional licenses or certifications, or a Commercial Driver's License (CDL) as a position requirement, shall be reimbursed for these initial costs or renewals upon presentation of a proper receipt or proof of payment in accordance with current practices of the Division.

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ARTICLE 30

SHIFT DIFFERENTIAL

- 30.1 Only positions designated by the Human Resources Classification and Pay Section and approved by City Council as eligible Shift Differential positions, can receive differential pay.
- 30.2 In order to be designated and approved as a Shift Differential eligible position, more than half of the regularly scheduled non-overtime, daily hours of work must fall between 5:00 p.m. and 7:00 a.m. In such cases, the employee will receive Shift Differential for all regular hours actually worked that day. Shift Differential shall apply to overtime hours only when hours are worked by an employee in his/her position, or another authorized differential eligible position.
- 30.3 Employees who are eligible for Shift Differential shall be paid ~~\$1.00~~25 per hour in addition to his/her normal hourly rate of pay:
- 30.4 Employees normally working during the day that are required to adjust his/her schedule to work at night as requested by the City, will receive Shift Differential for all hours worked during that night shift. This provision is applicable provided the majority of the night shift hours worked fall between 5:00 p.m. and 7:00 a.m.
- 30.5 Employees in shift differential eligible positions assigned to shifts covering twenty-four (24) periods who are required to work overtime between ~~53:00~~ p.m. and 7:00 a.m. shall be entitled to shift differential pay for the hours worked between that time.
- 30.6 Eligibility for, designation of, approval of, and all other matters regarding Shift Differential shall be according to the City Policy and Procedure, Section 808.10.

ARTICLE 31

EXTRA TIME PROVISIONS

31.1 Call Back Time (Non-Exempt Employees)

Call Back pay is provided to compensate employees required to return from home to work on an unscheduled basis after completing regularly scheduled hours of work. An employee shall be paid for all hours worked but shall be guaranteed the equivalent of a minimum of four (4) hours of pay at straight time.

Employees working in Information Technology called to perform work from home utilizing City issued equipment shall receive the minimum of four (4) hours of pay at straight time after the first twelve (12) minutes.

The four (4) hour minimum guarantee shall apply only to the first call out in each twenty-four (24) hour work period, beginning at 12:00 midnight and continuing for the following twenty-four (24) hours. Any additional call back in a twenty-four (24) hour period will not be subject to the four (4) hour minimum and the employee will be paid for hours actually worked.

31.2 Standby Duty (Non-Exempt Employees)

A. Standby Duty time is defined as periods of time in which the employee is assigned and scheduled by the Division Manager, or designee, to be readily accessible by telephone or other mechanical or electronic device. The employee is not performing actual work but could respond to perform actual work if the need arises. Whenever an employee on standby is not available by electronic device, he/she shall make known to the Division their whereabouts during Standby Duty time. In the event any employee who is on Standby Duty fails to respond to a call to work, he will forfeit /her standby pay.

B. Such standby time is not considered time worked and shall be paid at the rate of two-tenths (2/10) of one (1) hour for each hour of standby duty in addition to actual hours worked when called out. Standby pay shall not be paid during hours paid for working.

31.3 Reporting Time

Employees scheduled for work and who report for work on time and due to inclement weather or other circumstances beyond his/her control are unable to perform his/her duties shall be paid for four (4) hours straight time.

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ARTICLE 32

PAY PLAN

32.1 A. Base wage ranges for each bargaining unit employee in job classifications contained in Appendix A, B, and C of this Agreement shall be as listed in Appendix E of this Agreement. ~~Effective October 2, 2022, a one time equity adjustment shall be made to employees who are identified as eligible. Eligibility shall be determined based on the following analysis: The employee's rate of pay and years in current position, as of September 30, 2022, are compared to the rate of pay assuming a methodology in which the rate of pay reaches the midpoint of the grade range upon ten (10) years of service and reaches the maximum of the grade range upon twenty (20) years of service.~~

~~If the current rate of pay, as of September 30, 2022, is below the rate of pay based on the above methodology, a one time increase shall be made to align with the calculated rate of pay.~~

~~If the current rate of pay, as of September 30, 2022, is at or above the rate of pay based on the above methodology, no equity adjustment shall be made.~~

~~Upon implementation of the equity adjustment on Effective October 2 1, 20225, each bargaining unit employee's base pay will increase by 617.0%. If the increase in pay would result in a computed pay rate over the maximum of the applicable grade range, the maximum will apply, and any remaining difference will be paid in the form of a pensionable lump sum.~~

B. Effective October 2 1, 20236, each bargaining unit employee's base pay will increase by 57.0%. If the increase in pay would result in a computed pay rate over the maximum of the applicable grade range, the maximum will apply, and any remaining difference will be paid in the form of a pensionable lump sum.

C. Effective October 2 1, 20247, each bargaining unit employee's base pay will increase by 46.0%. If the increase in pay would result in a computed pay rate over the maximum of the applicable grade range, the maximum will apply, and any remaining difference will be paid in the form of a pensionable lump sum.

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~~D. All members who are employed by the City of Orlando prior to October 1, 2022 and are employed at the time that the below one-time payment is made, and who have not received a First Responder Bonus payment from the State of Florida, will receive a non-pensionable \$1,000 one-time payment in December of 2022.~~
Effective October 1, 2025 the job classification Civilian Paramedic will be reclassified to the pay grade S14, with a corresponding 7% increase per pay grade of advancement. Following the reclassification, the affected employees will receive the pay increase in 32.A

- 32.2 The City agrees to pay all new hire Bargaining Unit employees at the minimum of the wage grade for his/her classifications. When the City has been unable to recruit qualified applicants or when it is determined to be in the best interest of the City, the Human Resources Director may authorize a starting pay in excess of the minimum. In such cases, the Union will be notified and may, upon request, review the recruitment efforts prior to the selected applicant(s) starting date(s).
- 32.3 All employees covered by this agreement are required to be participants in either Direct Deposit or a Pay Card program when implemented by the City.
- 32.4 It is understood that whenever an employee has the option under this agreement to elect to receive Comp Time in lieu of payment, ~~the election shall apply to all such hours in a particular week (i.e., hours will either be all Comp Time or all paid time.)~~employee shall be able to choose to split those hours between Comp Time and paid time in the amounts based on their own discretion in a particular week. In the event that the election of Comp Time would result in the maximum allowable cap being exceeded, all such hours in the pay period will be paid out.
- 32.5 A promotion is the movement of an employee from one classification to another classification covered by this Agreement, with a wage grade higher than the employee's current classification. If an employee is promoted the employee will receive no less than a seven percent (7%) increase in base pay per pay grade of progression ~~or the appropriate increase in accordance with City policy 808.5.~~
- 32.6 A demotion is the movement of an employee from one classification to another classification covered by this agreement with a wage grade lower than the employee's current classification. If an employee is demoted, the employee will receive the appropriate decrease in pay in accordance with City policy 808.5.

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- 32.7 Promotions and demotions to or from the unit shall be in accordance with the City Policy and Procedure manual.
- 32.8 The City agrees that an employee shall be entitled to recover, as soon as possible, funds due him by reason of errors in the implementation or administration of the City plan and other applicable laws or regulations affecting pay. Whenever it is discovered that a payroll overpayment has been made to an employee, management will notify the employee of the amount of the outstanding indebtedness. If repayment is not made within the two (2) week pay cycle, a repayment plan will be established between the employee and the City and deductions will be made (minimum of Fifty Dollars (\$50.00) per pay period) from the employee's paycheck.
- 32.9 An employee whose job classification does not require a non-Commercial Driver License (CDL), but who possesses a CDL License, Class A or B, and is required from time to time to drive a City vehicle that requires such a license will be eligible to receive a two hundred (\$200.00) annual incentive allowance. To qualify for this provision employees must have on file with Human Resources proof of /her CDL license.
- 32.10 Lift Station Operator Supervisors in the Wastewater Division are eligible for a two hundred (\$200) dollar lump sum payment for initially passing the Limited Certification for Spraying Exam. The first two training courses and exam fees will be paid by the City. Subsequent attempts are at the employee's expense. A fifty (\$50) dollar lump sum will be paid for successfully renewing the certificate every four (4) years.
- 32.11 At the request of the Union, but not more frequently than once each three (3) years, the Union may submit a request to review up to five (5) designated classifications per year for duties responsibilities education and / or experience, certification and /or licensure, and working conditions to determine appropriate salary. Such requests are to be submitted to the Human Resources Department Manager in February of each year and will be subject to the same review process as department-originated reclassification requests. Such requests shall be processed and reviewed by June 30 of the year that they are submitted and provided to the Union Contact or Steward that submitted the original request. All outstanding requests from the previous submissions shall be processed and reviewed by January 1, 2026.

Other Pay

- 32.12 Bargaining unit employees who are assigned as Field Training Officers (FTO) shall be compensated at the rate of ~~\$10.00~~20.00 per day for those working eight (8) hour shifts and ~~\$12.50~~25.00 per day for those working ten (10) hour shifts and ~~\$14.00~~28.00 for

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those working a twelve (12) hour shifts each day they perform the duties as a Field Training Officer or Field Training Officer Supervisor.

Positions eligible for the training pay:

Crime Scene Investigator Supervisor

Crime Scene Investigator I, II, and III

Community Service Officer Supervisor

Community Service Officer I, II, and III

Emergency Communications Shift Supervisor

Emergency Communications Specialist I, II, III

Civilian Transport Employees

Code Enforcement Officer I, II, III

32.13 OPD civilian and OFD Civilian Transport employees appearing in the legal process in his/her off-duty hours as a result of subpoena from exercising his/her City duty and responsibilities will, when actually appearing for the process receive a minimum of three (3) hours straight pay or compensatory time. This three (3) hour minimum shall not apply when the court appearance is scheduled to begin within one hour of the start or one hour of the end of the employee's shift. In such circumstances the employee's shift will be extended and the employee will be paid for actual hours worked.

32.14 Building inspectors with certifications/licenses not required by his/her positions – e.g., plumbing, electrical inspector, plans examiner – will be paid an incentive of \$0.40 per hour for up to three such certifications/licenses. To be eligible, an employee must keep such certifications/licenses current. An employee whose certification(s)/license(s) lapse(s), for any reason, must immediately notify his/her Division Manager.

32.15 If an employee is mandated to stay past their original shift end time by 4 hours or more and did not have advance notice of this prior to the start of their shift, they will be given a meal stipend of \$15.00.

32.16 For those job classifications whose primary responsibility is to be in the field shall be eligible for a safety incentive pay of \$50 per quarter. To be eligible, employees shall be incident free for the applicable quarter.

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ARTICLE 33

LONGEVITY PAYMENT

An annual Longevity Payment based on length of service will be paid to current, full-time, eligible employees during the month of October. Eligible permanent part-time employees will receive fifty (50%) of the full-time benefit. The length of service will be determined on October 1st of each year, based upon the employee's date of hire or adjusted date of hire, whichever is earliest. The following schedule of payment will be used, unless increased as amended in City Policy and Procedure regarding this payment provision.

LONGEVITY PAYMENT

Years of Service	Amount
0 through 4 years	\$ 0
5 through 9 years	\$ 600
10 through 14 years	\$ 1100
15 through 19 years	\$1600
20 through 24 years	\$2000
25 and over	\$2300

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ARTICLE 35

EMERGENCY CONDITIONS

- 35.1 If the Mayor, or the City official or employee designated to act on the Mayor's behalf determines, in his or her sole discretion, that civil emergency conditions exist, including but not limited to riots, civil disorders, hurricane conditions, or other emergency conditions, the provisions of this Agreement may be suspended by the City for the duration of the declared emergency; provided, however, that wage rates and monetary fringe benefits shall not be suspended. The Union retains the right, however, to grieve within ten (10) calendar days of the cessation of emergency conditions the effects of any suspension of Contract provisions.
- 35.2 If City Hall is closed pursuant to 35.1 in conjunction with a weather-related event and an employee is required to work, the employee will receive ~~\$75.00~~100.00 for that day in addition to his/her appropriate hourly compensation. This would apply only if the employee is required to physically report to work for ~~at least 8~~ any amount of hours of that shift.

ARTICLE 36
REMOTE WORK

36.1 All employees approved by their Department or Division management to work remotely shall follow the City of Orlando's Remote Work Agreement. An employee's participation in the Remote Work policy is voluntary.

36.2 All employees in a job classification within a Department or Division where management has approved remote work shall have the same access to the benefits of working remotely.

36.3 The benefit of remote work shall not be denied to an employee that has been previously approved to work remotely arbitrarily. Management shall not revoke or remove remote work for a worker or group of workers as a collective punishment. In such cases where management identifies performance issues, or violations of the City of Orlando's Remote Work Agreement for an employee, progressive action shall be taken according to the following guidelines:

Oral Warning

The specific violation will be communicated to the employee, and the expectation and standard reinforced. Such warnings per specific instance and alleged violation will remain for a period of thirty (30) calendar days for the employee to ensure future compliance.

Written Warning

If the employee fails to respond to the oral warning for the same type of offense within the thirty (30) calendar days, the Supervisor or Manager shall issue a written warning that will remain for a period of sixty (60) calendar days for the employee to ensure future compliance.

Temporary Removal of Remote Work

If the employee fails to respond to the written warning for the same type of offense within the sixty (60) calendar days, the Supervisor or Manager may, per their discretion, remove the employee from Remote Work status for a period of ninety (90) calendar days. Management shall provide notification of the change and provide at least ten (10) consecutive workdays in advance before requiring the new schedule to be in place.

36.4 If a Department or Division management decides to alter or adjust the days or hours of

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Remote Work for an employee, or group of employees, such changes shall be provided in writing to the affected workers in writing no less than fifteen (15) calendar days in advance.

36.5 If Department or Division management determines to end completely Remote Work for an employee, or group of employees, other than through the progressive system in 36.3, management shall provide written notification to the workers, and to the Union President or designee, of the change no less than ninety (90) calendar days in advance.

36.7 Temporary changes in the Remote Work schedule of an employee can be made at the request of the employee and the approval of their supervisor or manager.

36.8 Managers shall be able to offer Remote Work options to employees who may be out of the office due to illness or injury, but still capable of performing all job duties.