

## 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

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Stewards, as well as all other City Bargaining Unit members, are subject to all City rules, 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

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conducted by the Union, regarding Union Steward duties and responsibilities, or to 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.
- 7.12 Per Management, Union Stewards shall have the ability to shadow another Union Steward to matters related to the rights defined by law and the enforcement of this agreement.

## ARTICLE 10

### GRIEVANCE PROCEDURE

- 10.1 The purpose of this article is to establish a procedure for the fair, expeditious and orderly processing of grievances and is to be used only for the settlement of disputes between this city and an employee, or group of employees. A formal grievance is a written dispute, claim, or complaint involving the interpretation and application of the terms of this Agreement. The person(s) filing the grievance shall be identified as the Grievant.

Employee grievances will normally involve circumstances particular to an employee, which constitute an alleged contract violation or appeal of a disciplinary action. If an employee elects not to challenge an adverse action, such election shall not be considered as precedent for similar future matters.

In the event that a grievance involves a group of employees and is dependent upon a common fact situation within the bargaining Unit, the grievance shall be deemed a class action grievance and may be filed by the Union at Step Two of the grievance procedure within ten (10) working days from the date the grievant knew or should have reasonably been aware of the alleged contract violation. All employees in the same common fact situation shall be bound by the resolution of the grievance and no further individual grievances concerning this common fact will be processed.

- 10.2 Nothing in this Article or elsewhere in this Agreement shall be construed to permit the Union to process a grievance on behalf of any employee without his/her consent. The following Rules of Grievance Processing shall constitute the sole method by which a grievance may be filed and processed. Failing to strictly adhere to these rules shall constitute a waiver of the right to grieve by any potential Grievant.

A. The name of the Union Steward assisting the Grievant shall be filed in writing with the original grievance and the City shall not be obligated to communicate with any other person representing the employee in the adjustment of the grievance. If the Grievant is not represented by the Union, the City shall only be required to communicate with the Grievant or the Grievant's representative and any settlement reached shall not be considered as precedent for similar future matters. The Union shall be notified of any settlement reached

B. Time periods at any step of the Grievance Procedure shall be extended by timely

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written mutual agreement of the persons representing the City and Union at that step.

C. A grievance shall be dated and signed by the Grievant or the Union Representative as it progresses in the grievance step process. Where the City's representative exercises the option not to render a decision on the grievance, he shall state on the grievance, "Grievance to be moved to the next step", and sign, date and return to the Grievant. Grievance decisions shall be delivered to the Grievant, in writing, and shall be dated and signed by the City's representative at that step.

D. A grievance which is not advanced by the Grievant or Union to the next step within the time limit provided and has not requested an extension of time shall be deemed by the City and the Union to have been settled on the basis of the most recent decision. If the City's representative fails to respond to the grievance within the time limit set forth in any step and has not requested an extension of time, the Grievant shall be entitled to immediately proceed to the next step.

E. No grievance hearing at any step will commence less than 1.5 (one and a half) hours prior to shifts ending unless mutually agreed to by the Union and management.

F. All references to days in this article are to "working" days excluding Saturday, Sunday, or a City recognized holiday.

G. A written grievance shall be filed on a Grievance Form provided by the City (Appendix E) and shall set forth the following:

A statement of the grievance including date of occurrence, and details, and facts upon which the grievance is based.

The article(s) and sections(s) of the bargaining agreement or applicable City policy and procedure alleged to have been violated.

The action, remedy or solution requested by the Grievant.

Signature of the Grievant and/or, the Union representative.

Date submitted.

Grievances submitted which do not contain the above information may be considered incomplete and may be returned to the employee for correction and

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resubmission. Said resubmission is to be within seven (7) working days from the time the grievance is returned.

H. No grievance form may be amended from the original written grievance as filed or as re-filed at the initial step of the grievance procedure.

I. Any grievance which is not received within the time limits established by this Article and/or which does not comply with the procedures and requirements of this Article shall be considered waived and withdrawn by the Grievant and/or the Union.

J. No provision herein shall be construed to prohibit the Grievant from representing himself or from choosing any other representative excluding elected officials and members of the City Attorney's staff, as his/her grievance representative.

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

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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.

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

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unless the Hearing Officer gives prior approval for additional witnesses. The Hearing Officer may call additional witnesses.

- 10.4 If the decision at Step Three is adverse to the Grievant, the grievance may be processed further through either Step 4, Mediation as detailed in 10.5 or the Arbitration procedure contained in Article 11, if the matter being grieved is neither an oral counseling or written reprimand.
- 10.5 If the grievance is not resolved at Step 3, and if mutually agreed by both parties, it may be submitted by the Union to mediation with ten (10) days following the decision at Step 3 by a written request to mediate to the Federal Mediation & Conciliation Services (FMCS) with a copy to the Human Resources Director. If the parties do not reach a mutually acceptable resolution within 30 days of the appointment of the mediator, either party may at any time thereafter declare impasse and terminate mediation by written notice to the other party. Cost of mediation will be equally split by the Parties.



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## ARTICLE 11

### ARBITRATION

- 11.1 Grievances, which have not been settled under the procedures provided in Article 10, Grievance Procedure, may be appealed to Arbitration. (Throughout this article, the term “Grievant” shall be substituted in place of “Union” if Grievant is not represented by the Union, except at Section 11.10.)

Not later than the tenth (10th) day following receipt of the Third Step decision, the Union shall deliver to the Human Resources Director, by electronic mail, a written notice of intent to submit the grievance to Arbitration. The notice shall contain the information required by Article 10, Grievance Procedure 10.2, Rule G (1-5), and shall include a statement of the Union's arguments with respect to the arbitral issue.

- 11.2 Within ten (10) business days of having notified the City of its intent to arbitrate, a letter (or electronically via the agency's website) shall be directed by the Union, with a copy to Labor Relations, to the Federal Mediation and Conciliation Service requesting a list of no less than (5) persons experienced in the subject matter to be arbitrated. Upon receipt of the list, but no more than five (5) days after receipt, the Union and City shall make an arbitrator selection. The Union and the City will alternately eliminate one at a time from said list of persons not acceptable until only one remains. The remaining person shall be the arbitrator. The City and the Union will alternate the right to strike the first (1st) name in successive arbitrations. The City shall contact the arbitrator and establish a mutually agreeable date and time for the arbitration hearing. If a mutually agreeable time cannot be arranged with the selected arbitrator, the parties may elect to use the initial list sent by Federal Mediation and Conciliation Service or request another one to select another arbitrator.

- 11.3 Expedited Arbitration

By written agreement of the Employer and the Union, grievances that are referred to arbitration may be addressed using expedited rules, which shall include all of the following:

- A. Both Parties will stipulate to facts before the hearing.
- B. There shall be no stenographic record of the proceedings.

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C. Only oral closing arguments will be used. No briefs will be submitted.

A pre-arbitration hearing will be held 10 working days prior to the scheduled arbitration. At that time stipulations will be made, and all evidence delivered. No new evidence will be allowed after this time.

- 11.4 As promptly as possible after the arbitrator has been selected, the arbitrator shall conduct a hearing to consider the grievance. The arbitrator shall be required to use his/her best efforts to rule within twenty-one (21) calendar days after the hearing, or the filing of briefs if applicable.
- 11.5 Unless otherwise mutually agreed in writing, the matter submitted to the arbitrator shall be based upon the initial written grievance submitted in the grievance procedure.
- 11.6 The power and authority of the arbitrator shall be strictly limited to interpretation of the express provisions of this Agreement as these provisions apply to the issues contained in the written grievance initially submitted (or as amended in accordance with 11.5, above). The arbitrator shall not have the authority to add to or subtract from or otherwise modify any of the provisions of this Agreement; to limit or impair any right that is reserved to the City, the Union or any employee, or to establish or change any wage, rate of pay, or other economic benefit in this Agreement.
- 11.7 A decision of an arbitrator or of the City in a particular grievance shall not create a basis for retroactive adjustment of any other grievance, which could have been filed but was not filed.
- 11.8 Subject to 11.6 above, the decision of the arbitrator is final and binding on the City, the Grievant, the Union and all Bargaining Unit employees and the grievance shall be considered permanently resolved. The decision of the arbitrator shall be in writing and shall be delivered to the City, the Union, and the Grievant.
- 11.9 The expenses of the Arbitration proceeding shall be borne by the losing party for cases involving termination. In all other cases, the expenses of the Arbitration proceeding shall be determined by the Arbitrator based on the merits of the grievance. The City and the Union shall make his/her own separate arrangements for, and pay the witness fees or lost wages of, those witnesses whom they desire to be present at the Arbitration proceeding. Each party shall bear all costs of preparing and presenting its own case. Either party desiring a record of the proceedings shall pay for the record and/or

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stenographic services. If either party postpones or cancels the Arbitration proceeding, that party shall be responsible for one hundred percent (100%) of any fees or expenses unless mutually agreed to split these costs.

- 11.10 Where the Union is not a party and does not represent the aggrieved employee in the Arbitration proceedings, the Grievant must deposit, twenty (20) days prior to the Arbitration hearing, in a City escrow account, a sum equal to the estimated cost of half ( $\frac{1}{2}$ ) of the estimated compensation and expenses of the arbitrator. The City will require the Grievant to make the appropriate deposit by cash, money order, or certified check, to be held by the City in escrow toward payment of the Arbitration costs. If there is a dispute as to the appropriate deposit, said dispute shall be submitted, in writing, to the arbitrator for resolution prior to the hearing. Failure of the grievant to make deposit shall signal the end of the grievance/arbitration process.
- 11.11 All claims for back wages shall be limited to the amount of ordinary wages that the employee otherwise would have earned from employment by the City, including shift differential, longevity and wage increases, less workers' compensation, unemployment benefits and wages or income from other employment, and shall not extend retroactively more than thirty (30) days prior to the initial grievance filing date.
- 11.12 Any retroactive adjustment, settlement, or award shall be determined by the arbitrator.

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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

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to the range maximum.

- 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.

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

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- 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 responsibilities and skill requirements. In the event two or more employees

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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.

### D. Employees affected by any layoff action may:

1. Exercise the option of accepting the layoff and be removed from the active



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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.

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

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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.
- 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.

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## 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.

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## **ARTICLE 28**

### **PENSION AND RETIREMENT**

- 28.1 The City shall continue funding the Defined Benefit and Defined Contribution Pension Plans. The City agrees that the current pension benefits shall not be reduced during the term of this Contract. Specific provisions for all pension benefits are found in the completed plan documents.
- 28.2 Bargaining Unit members, who continue to participate in the Defined Benefit (DB) Pension Plan, will continue to contribute an amount of his/her pensionable income as provided by the plan. The current contribution is four and eighty-eight hundredth percent (4.88%) of pensionable income and is subject to periodic actuarial review up or down based upon the terms of the plan's amendments. During the term of this agreement, there will be no change in the contribution amount based upon an actuarial review of previous plan amendments.
- 28.3 Bargaining Unit members hired on or after October 1, 1998, shall be participants in the Defined Contribution (DC) Pension Plan. Defined Contribution Pension Plan participants may elect to contribute up to three percent (3%) of his/her pensionable income to the DC Pension Fund. All pension plan participant contributions will be deducted from each paycheck.
- 28.4 Earnings for pension purposes, regardless of plan participation, (DB or DC) means base pay, shift differential, longevity, sick leave, personal leave, holiday pay, compensatory time and working out of class pay. Earnings do not include lump sum payments for leave, or bonus payments, or as otherwise are excluded by the Plan. No more than two thousand eighty (2,080) hours of pay shall be credited in any plan year.
- 28.5 In the event changes to benefits contained in the City's Defined Benefit (DB) Pension Plan are proposed by the plan's Pension Advisory Committee, all eligible participants of the DB Pension Plan will be allowed to vote on whether or not they approve those benefit changes and costs. All voting would be conducted in accordance with procedures developed by the Pension Advisory Committee. Any changes recommended by the members voting are subject to final approval of the Orlando City Council sitting as the Pension Plan's Pension Board.
- 28.6 Two members of the Union shall be appointed as representatives on the Pension Advisory Committee (PAC) of the General Employees' Pension Plan. A proportionate

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number of Union representatives shall also be appointed by the Union to any new advisory body that might be created. PAC members will be granted time-off with pay to attend regularly scheduled PAC meetings. Furthermore, these members may be provided time during his/her regular working hours to meet with Bargaining Unit members to discuss plan changes referenced above. Such time is to be requested and must be approved by the Human Resources Department Manager.