

ARTICLE 2

RECOGNITION

- 2.1 Pursuant to and in conformity with the certifications issued by the Public Employees Relations Commission of the State of Florida in Case Nos. RA-2004-006 (Supervisory), RA-2004-005 (White Collar) and RA-2004-007 (professional), as amended, the City of Orlando hereby recognizes the SEIU Florida Public Services Union as the sole and exclusive representative for the purpose of collective bargaining with respect to wages, hours, and terms and conditions of employment for all employees of the bargaining unit as set forth in Appendix A (Supervisory), B (Professional) and C (White Collar).
- 2.2 All job classifications not specifically listed in Appendices A, B and C are excluded from the Supervisory, Professional and White-Collar bargaining units. In addition, all Contractual, Temporary, or Seasonal Employees are excluded from the bargaining units. Newly hired employees shall be considered probationary for a period of six (6) months from the date of employment (except Community Service Officers and Emergency Communications Specialists, who shall be considered probationary for a period of one year) unless extended pursuant to City Policy and Procedure 808.22 and shall not be subject to the grievance and arbitration process contained herein for matters of discipline or discharge during any portion of the probationary period.
- 2.3 All job classifications created by the City during the term of this Agreement, which are not included in Appendices A, B and C are excluded from the bargaining units unless and until authorized representatives of the City and the Union agree, in writing, to include the classification in one of the three bargaining units and this modification to the unit is recognized by the Public Employees Relations Commission.

City Of Orlando

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ARTICLE 6

NON-DISCRIMINATION

- 6.1 The Union and City shall comply with all City, State and Federal discrimination laws and agree not to discriminate against any employee covered by this Agreement regarding the terms and conditions of employment including promotions and training on the basis of and including but not limited to race, color, creed, gender, sexual orientation, age, disability, and national origin.
- 6.2 The filing of a charge or complaint with any administrative agency or court shall act as an automatic withdrawal of any grievance or arbitration regarding the same subject matter or arising out of the same event(s) which gave rise to the grievance or arbitration.

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ARTICLE 14

BEREAVEMENT LEAVE

- 14.1 In the event of a death in an employee's immediate family, the employee will be granted, upon request, up to five (5) paid working days off not to exceed forty (40) hours. The five (5) working days will start at the employee's option on the day of death or the day following the day of death. In the event the funeral does not fall within the above-mentioned time period and provided the employee did not use any Bereavement Leave benefit or used less than the five (5) days of such benefit, the employee will be allowed to use the balance of Bereavement Leave days to attend the funeral or at an agreed upon time between the employee and his/her supervisor.
- 14.2 Requests for Bereavement Leave extensions for immediate family members, using accrued personal leave time, shall not be unreasonably denied. Requests for personal leave time for the death of other family members not categorized as "immediate" also shall not be unreasonably denied.
- 14.3 All employees shall be eligible to receive straight time pay only for all regular hours that the employee would have normally worked during the Bereavement Leave period. The Division Manager may request that the employee provide satisfactory proof of death of the immediate family member. If a holiday occurs while an employee is on Bereavement Leave, the employee will receive compensation for the holiday only.
- 14.4 A "qualifying death" for the purpose of this policy is defined to mean the death of:
- a) The employee's: spouse, child, mother, father, brother, sister, grandparent, grandchild, stepmother, stepfather, half-sister, half-brother, stepbrother, stepsister, legal guardian, or ward; and
 - b) The employee's spouse's: mother, father, child, grandparent, or grandchild.
 - c) The City shall follow Florida Statutes to determine what is a qualifying "birth".

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ARTICLE 20

CITY VEHICLES AND VEHICLE CAMERAS

- A. The City reserves the right to review triggering event video footage of vehicle cameras in City vehicles to determine whether employees have committed infractions of the policies set forth in City Policy and in this Article. Any infractions discovered may lead to coaching, training and/or disciplinary action depending upon the nature, severity, and repetitive nature of the infraction. In the event disciplinary action is taken, it will be administered in accordance with the progressive disciplinary provisions set forth in Article 22 of this Agreement, depending upon the severity or repetitive nature of the infraction.

1. TEXT MESSAGING:

Text messaging by the driver (whether sending, retrieving, or reading) while a City vehicle is in motion or stopped at a traffic signal, is strictly prohibited.

2. USE OF CELLULAR PHONE:

Use of a cellular phone by the driver for calls while the City vehicle is in motion or stopped at a traffic signal other than for directional guidance using GPS or by hands free use ("Bluetooth" or similar voice-only use), is strictly prohibited. "Hands free use" includes, for example, where cellular phones are in speaker mode or connected by Bluetooth. In the event of an emergency or business emergency that requires other use of a cellular phone, employees must pull the City vehicle over in a safe location prior to using a cellular phone. If it is reasonably and safely possible, the employee will pull off the road before any use of the phone.

3. TAMPERING, DISABLING OR DESTROYING A VEHICLE CAMERA DEVICE:

Drivers of City vehicles are strictly prohibited from improperly tampering, disabling, or destroying a vehicle camera device installed in a City vehicle. Drivers of City vehicles are likewise strictly prohibited from obstructing the view of vehicle camera devices.

4. ACCESS TO THE INTERNET:

Accessing the internet through a cellular phone or other mobile device by the driver while in a City vehicle is strictly prohibited while the vehicle is in motion or stopped at a traffic signal.

5. SMOKING IN THE CITY VEHICLE:

Smoking in a City vehicle is strictly prohibited at all times.

- B. A Committee shall be established to review all disciplinary actions taken pursuant to this Article consisting of a suspension without pay, a demotion or a discharge. The Committee shall consist of three current City employees: (1) a member of management from the Department of the disciplined employee; (2) a current City employee selected by the Union; and (3) a member of management outside of the Department of the disciplined employee selected by the Human Resources Director. The Committee shall by majority vote either affirm, modify, or reject the disciplinary action. The decision of the Committee shall be final, subject to appeal through the grievance procedure set forth in Article 10 of this Agreement. The timeline for a disciplined employee to file a grievance under Article 10 of this Agreement shall begin upon issuance of the Committee's decision.

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