

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 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 representative 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 request union representation if the employee desires to meet with any supervisory or managerial official, via the appropriate chain of command. If both parties agree to this arrangement, then it will be allowed. Nothing in this agreement shall be construed to prevent any employee in the Bargaining Unit from meeting or consulting with any Supervisory or Managerial Official, via the appropriate chain of command without the intervention or assistance of a Union representative.

ARTICLE 5

EMPLOYEE-RIGHTS

An employee covered by this Agreement shall have the right to join, or refuse to join, the Union without interference, coercion, or intimidation by either the City or the Union. No employee shall be retaliated against, intimidated, restrained, harassed, or coerced in the exercise of rights granted by this Agreement, by either the City or the Union.

City Of Orlando

SEIU

Date

Date

City 09/16/25

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.

City Of Orlando

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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.
- 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 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.

City Of Orlando

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Date

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City 09/16/25

ARTICLE 12

BULLETIN BOARDS

- 12.1 The Union may use the City's designated Bulletin Boards at each working location, not to exceed twenty-five per cent (25%) of the space available on the Bulletin Boards. Space for one (1) Bulletin Board shall be available at each work location.
- 12.2 The Union may use the City of Orlando computer e-mail system to correspond with employees regarding SEIU business and other information restricted to that outlined within paragraphs 12.3 and 12.4 of this article. SEIU messages sent or received via the City of Orlando e-mail system are to include only text information. File attachments should not be included. Message content may include Universal Resource Locator (URL) links to external web sites, documents or other information sources maintained by non-City entities. The City reserves the right to limit or restrict incoming data streams associated with any external information source, to protect the operational integrity of City of Orlando systems and/or networks.
- 12.3 Matter posted on the Bulletin Boards designated for use by the Union shall be signed by the Union Steward posting the information. All e-mail postings shall originate with the Union's business office and indicate the name of the Union representative responsible for the posting. All postings, whether on Bulletin Boards or by e-mail, shall pertain only to Union business or activities and are restricted to notices of Union recreational and social affairs; notices of Union elections and results of such elections; notices of Union appointments and other official Union business; notices of Union meetings.
- 12.4 The Union or its representatives shall not post any materials which: a) are obscene or defamatory, b) reflect badly on the City, its officers, employees, or employee organizations, or c) which constitute political campaign materials or controversial subjects other than internal Union campaign materials.
- 12.5 All costs related to preparing Union materials will be borne by the Union. The Union is responsible for posting and removing approved material on the bulletin boards and for maintaining that material in an orderly condition.

12.6 If the City institutes digital billboards that are utilized in the same manner as the current departmental bulletin boards, the union may reach out to the Chief Negotiator, and the

parties agree to meet within 30 days to discuss only this section of the collective bargaining agreement.

City Of Orlando

SEIU

Date

Date

City Counterproposal 09/16/25

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 hours per week (one hundred thirty-six (136) hours per year).
 - B. From the fourth (4th) anniversary up to the ninth (9th) anniversary, 2.93 hours per week (one hundred fifty-two (152) hours per year).
 - C. From the ninth (9th) anniversary up to the fifteenth (15th) anniversary 3.39 hours per week (one hundred seventy-six (176) hours per year).
 - D. From the fifteenth (15th) anniversary up to the twenty-fourth (24th) anniversary 3.77 hours per week (one hundred ninety-six (196) hours per year).
 - E. Beyond the twenty-fourth (24th) anniversary 4.16 hours per week (two hundred sixteen (216) 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 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 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 (80) hours of personal leave throughout the calendar year (except that an employee's Department Director may approve a buy down of more than 80 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.
- 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 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.

City Of Orlando

SEIU

Date

Date

City 09/16/25

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.
- 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.

City Of Orlando

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Date

City 09/16/25

ARTICLE 19

JURY DUTY

- 19.1 Employees shall be authorized time-off with pay for Jury Duty after submitting appropriate evidence of the summons notice to the immediate Supervisor by the next business day after receipt of the notice and by the next business day after confirmation of required service. The employee shall be paid for scheduled Jury Duty falling within the employee's scheduled work hours. Employees working other than a normal day shift (8:00 a.m. – 5:00 p.m.) will have his/her schedule changed to the day shift, schedule permitting, provided he is selected to participate as a juror in a case extending more than one (1) scheduled workday.
- 19.2 If an employee is released from Jury Duty four (4) hours or more before the end of the employee's scheduled shift or actual task for that workday, the employee shall report to his/her work site within one and one-half (1½) hours after being released, or as an alternative call his/her supervisor, request and be granted Personal Leave for the balance of the shift.
- 19.3 An employee who is not a plaintiff or defendant in a case and is required to attend a civil or any other legal proceeding as a result of his/her employment with the City, shall be granted excused absence with pay and the payroll sheet marked J.P. (Judicial Proceedings). Employees shall use his/her own accrued Personal Leave time for subpoenas relating to personal, family matters or any off duty civil or criminal legal matters as a plaintiff, defendant, or witness.

City Of Orlando

SEIU

Date

Date

City Proposal 09/16/25

ARTICLE 21

HEALTH AND WELFARE

21.1 The City agrees to provide flexible benefit credits necessary to pay for:

A. Insurance:

Life Insurance	\$10,000 for non-exempt permanent part time employees 1x annual salary for full-time non-exempt and part time exempt employees 2x annual salary for full-time exempt employees
Accidental Death & Dismemberment	\$10,000 for non-exempt permanent part time employees 1x annual salary for full-time non-exempt and part time exempt employees 2x annual salary for full-time exempt employees
Long Term Disability	50% of pay

B. Health Insurance

Regardless as to the plan selected by the employee, the City will fund insurance contributions at the HMO plan rate in the Group Health Insurance program as follows:

- Employee-Only – 95%
- Employee and spouse – 73%
- Employee and child(ren) – 73%
- Family coverage – 73%

C. If the City should desire to change the current Cityflex Credit Allocation matrix, or to reduce the current level of health or life insurance, the City will advise the Union in writing by June 1st preceding the calendar year in which the change would become effective.

If the parties fail to reach negotiated agreement on these changes, the Union may

submit any unresolved issues to the Orlando City Council in writing by July 1st at 5:00 pm preceding the calendar year in which the change would become effective for a final resolution.

- D. It is recognized that during the term of this Agreement, the City may secure a different health plan administrative services carrier or be subject to federal or state legislative mandates involving insurance coverage and payments. The union may appoint one Union member to provide input to the RFP Advisory Committee formed for the selection of the Health Plan Administrative Services carrier. . During the term of this agreement, should the City offer an optional health insurance plan to any group of employees as a pilot program, that same plan will be made available to all employees covered by this agreement, who have the option to select the new plan on the same terms. As a pilot program, the plan may be modified or discontinued with notice provided at open enrollment.

21.2 Benefits upon retirement:

- A. Bargaining Unit employees who retire shall be provided with Three Thousand Dollars (\$3,000) of permanent life insurance upon retirement at no cost to the retiree.
- B. Eligibility for City-provided health insurance benefits for retirees shall be in accordance with City Policy and Procedure Section 808.51 (City Payment of Retiree Health Insurance), as amended herein.

Employees hired on or after January 1, 2006, are not eligible after retirement to any health insurance coverage funded by the City, nor to any City contribution toward such coverage.

- A. Eligible retirees hired prior to January 1, 2006, shall be eligible for a City percentage contribution toward his/her post-employment health insurance premium payment to the City's Group Health Insurance Plan in an amount equal to the amount paid by the City for employee only HMO coverage based upon the employee's credited pension service at the time the employee terminates active employment or ceases long-term disability status, as referenced in City Policy and Procedure Section 808.51.

Schedule of Percentages

Credited Years of Pension Service	Percentage of the amount paid by City for active Employee Only HMO coverage
20 or more	100%
15 but less than 20	75%
10 but less than 15	50%
Less than 10 years	0%

1. Eligibility for this benefit under the foregoing schedule will be effective upon termination of City employment for any employee who was employed by the City prior to January 1, 2006 and who: a) is eligible to receive a DB pension immediately upon termination or b) who is a member of the City's Defined Contribution Pension Plan, and who is either: a) at least fifty-five (55) with at least ten (10) years of credited service, or b) any age with twenty-five (25) or more years of credited service. Effective January 1, 2018, retirees, his/her spouse, and his/her dependent child(ren) enrolled in the City's group health insurance plan at the time of retirement (or enrolled January 1, 2018, if already retired) may continue coverage after retirement in accordance with Plan eligibility requirements. If at any point the retiree, spouse, or his/her dependent child(ren) cease coverage under the City's group insurance plan for any reason at any time after retirement, they will not be permitted to re-enroll. A retiree who continues uninterrupted coverage after retirement may add a new spouse only if they marry after retirement. A retiree who continues uninterrupted coverage after retirement may add a new dependent child and an existing spouse only if the dependent child is born or adopted after retirement. The new spouse or dependent child must be added within 31 days inclusive of the date of the marriage, birth, or adoption. Retirees eligible for a City contribution are required to make timely application for Medicare. Once such retiree becomes eligible for Medicare, the City will provide health insurance coverage, pursuant to Florida Statute 112.0801, which will be secondary or an alternative to Medicare, under the City's Group Health Plans and will pay the entire cost of the individual retiree contribution for such secondary or alternative coverage unless that cost exceeds the cost of the individual contribution then currently being paid by the City for active employees (employee only coverage), in which case the lesser of the two shall apply

2. Retirees are responsible for the full cost of any group dependent coverage they are eligible for and elect. Dependent coverage must be the same type as the retiree's (e.g., POS, HMO).
3. Retirees must agree to payroll deduction of premium payments from his/her pension checks. If the cost of the premium exceeds the net pension payment or if the former employee/retiree is not receiving a pension directly from the City of Orlando or its agents, the retiree shall pay directly any balance due to the appropriate vendor as directed by the City of Orlando Human Resources Department. Should a premium payment be more than sixty (60) days in arrears, the retiree's group coverage will be automatically terminated by the Employee Benefits Section with the retiree so notified.

21.3 Long Term Disability

- A. Those on long-term disability under the City's LTD program with a date of hire prior to January 1, 2006, or with a date of LTD disability before June 30, 2017 will receive one hundred percent (100%) of the City's portion of the current contribution for active Employee Only HMO coverage, regardless of credited years of pension service, while they are on LTD.
- B. Employees hired on or after January 1, 2006 and with a date of LTD disability on or after June 30, 2017, who meet the age and service requirements stated in policy 808.51 may elect to remain on the City Group Health plan at his/her expense with no City contribution.
- C. Employees hired on or after January 1, 2006 and with a date of LTD disability on or after June 30, 2017 who do not meet the age and service requirements stated in policy 808.51 are not eligible for any City funding and are not eligible to participate or remain on the City's health insurance plan.
- D. These amounts may be adjusted at such time as the LTD recipient becomes eligible to apply for Medicare coverage to provide an aggregate equivalent benefit. LTD recipients on the City's Group Health plan are required to make timely application for Medicare. LTD recipients who elect a distribution under the terms of the Defined Contribution (DC) Pension Plan, will no longer be eligible for any further City contribution for health insurance unless they meet the hire date, age

and service requirements as indicated.

- B. Employee LTD recipients must agree to payroll deduction of premium payments from his/her LTD checks. If the cost of the premium exceeds the net LTD payment, the LTD recipient shall pay directly any balance due to the appropriate vendor as directed by the City of Orlando Human Resources Department. Should a premium payment be more than sixty (60) days in arrears, the LTD recipients group coverage will be automatically terminated by the Employee Benefits Section with the LTD recipient so notified.

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ARTICLE 29

EDUCATIONAL REIMBURSEMENT

- 29.1 The City of Orlando shall provide financial assistance on a Fiscal year basis to employees 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 for employees in permanent full-time positions and up to \$900 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 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 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 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 Effective on October 2, 2022~~September 28, 2025, each bargaining unit employee's base pay will increase by ~~6.03.0~~%. 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, 2023~~September 27, 2026, each bargaining unit employee's base pay will increase by ~~5.02.0~~%. 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, 2024~~September 26, 2027, each bargaining unit employee's base pay will increase by ~~4.02.0~~%. 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

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pensionable lump sum.

- 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.~~

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- 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.) 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 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.
- 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.

Other Pay

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

- 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.

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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 an 8 hour shift and \$50.00 dollars for a 4 hour shift 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 hours or 4 hours as applicable for ~~of~~ that shift.