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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

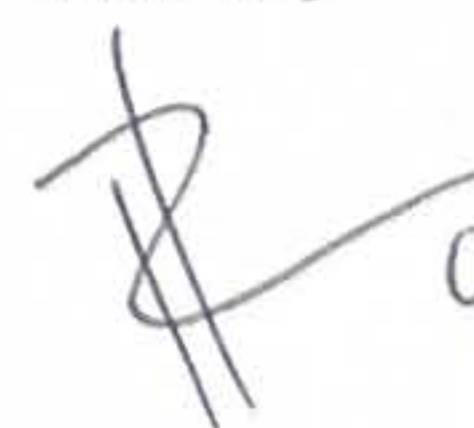
By written agreement of the Employer and the Union, grievances that are referred to arbitration may be addressed using expedited rules, which shall include all of the following:

- 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.


9/18/25

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

 9/18/25

responsible for one hundred percent (100%) of any fees or expenses unless mutually agreed to split these costs.

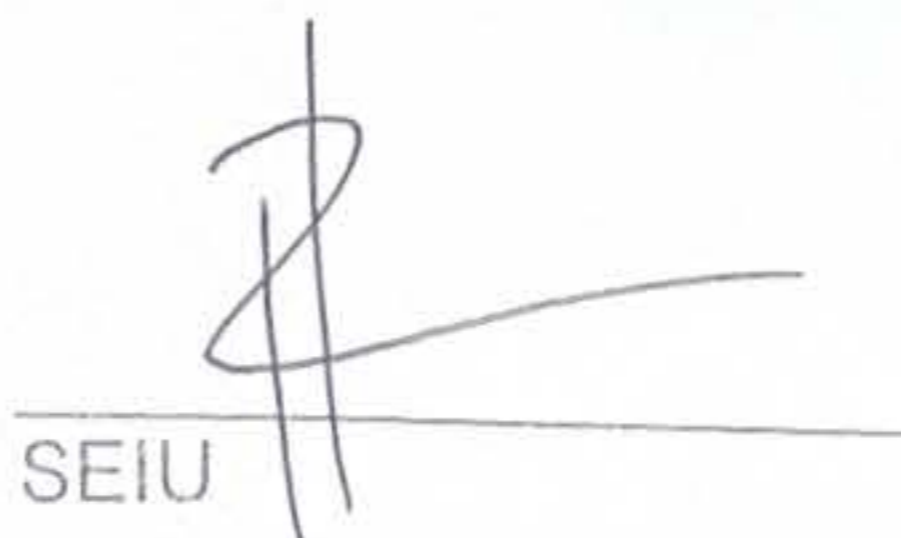
11.10 Where the Union is not a party and does not represent the aggrieved employee in the Arbitration proceedings, the Grievant must deposit, twenty (20) days prior to the Arbitration hearing, in a City escrow account, a sum equal to the estimated cost of half ($\frac{1}{2}$) of the estimated compensation 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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9/18/2025

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9/18/2025

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ARTICLE 12
BULLETIN BOARDS

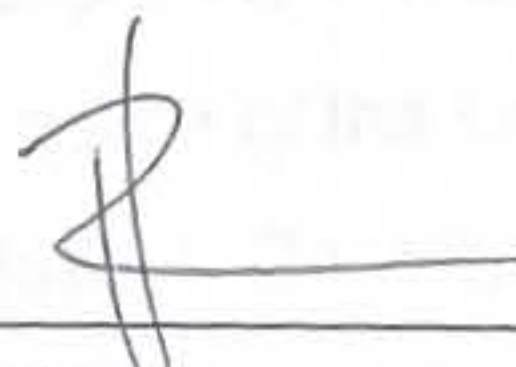
- 12.1 The Union may use the City's designated Bulletin Boards at each working location, not to exceed twenty-five per cent (25%) of the space available on the Bulletin Boards. Space for one (1) Bulletin Board shall be available at each work location.
- 12.2 The Union may use the City of Orlando computer 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

9/18/25

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



City Of Orlando



SEIU

9/18/25

Date

9/18/25

Date

City Counterproposal 09/16/25

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ARTICLE 15 HOLIDAYS

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

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

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

9/18/25

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.

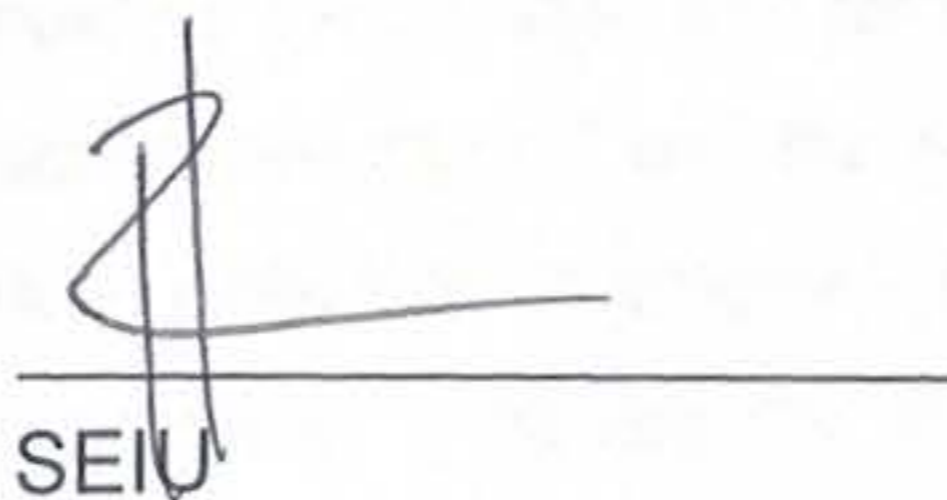
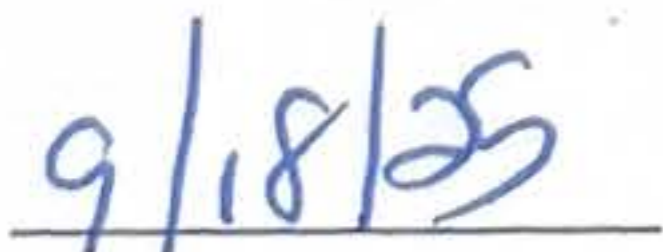
- 15.5 The purpose of Holidays is to grant employees a paid day off from his/her normal workweek. The observance of a Holiday may vary based upon the employee's actual work schedule. Employees scheduled to work the observed Holidays of Thanksgiving and Friday after Thanksgiving and Christmas Eve and 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.

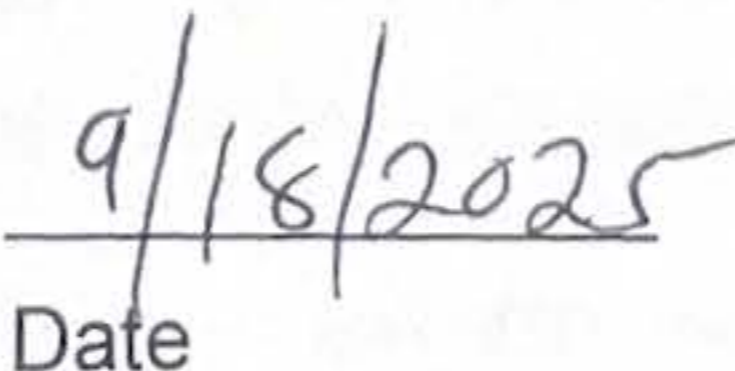
Employees in classifications of, Crime Scene Investigator and Police Emergency Communications will observe the following holidays, New Year's Day, Martin Luther King Day, Fourth of July, and Christmas and three (3) floater holidays. When practical employees whose departments require employees to work 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


SEIU

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City 09/16/25

ARTICLE 18

SAFETY & HEALTH

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


 9/18/2025

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

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

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


9/18/25


9/18/2025

PCL

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.

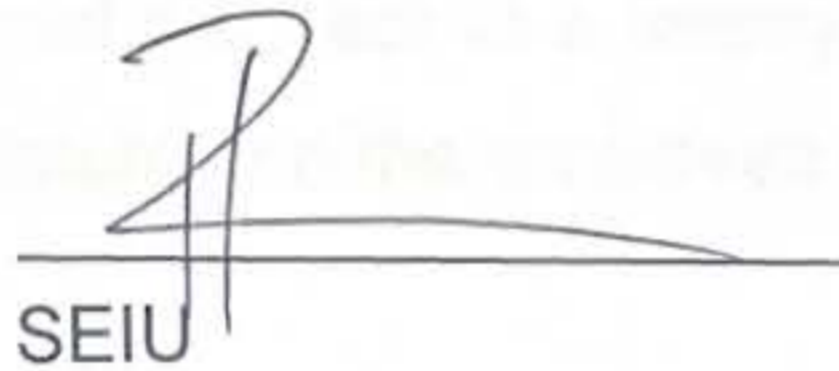
31.3 Reporting Time

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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.



City Of Orlando


SEIU

9/18/25

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City 09/16/25

9/18/25

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ARTICLE 33 LONGEVITY PAYMENT

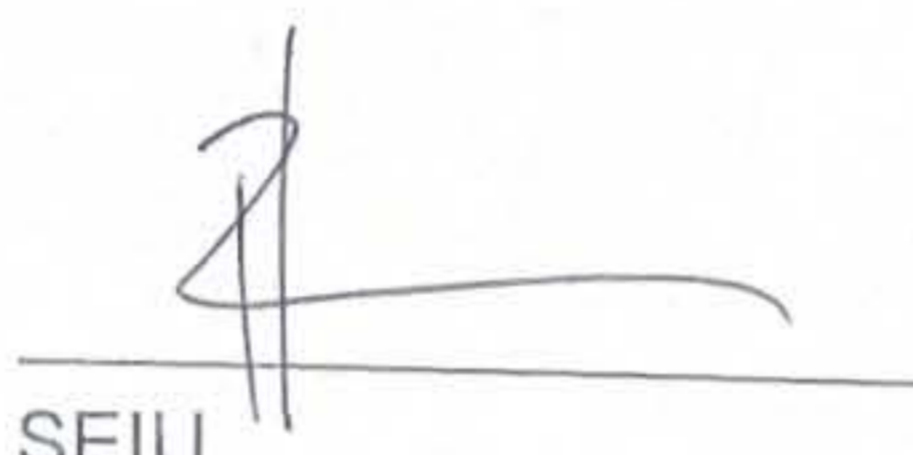
An annual Longevity Payment based on length of service will be paid to current, full-time, eligible employees during the month of October. Eligible permanent part-time employees will receive fifty (50%) of the full-time benefit. The length of service will be determined on October 1st of each year, based 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



City Of Orlando



SEIU

9/18/25

Date

City 09/16/25

9/18/2025

Date