

ARTICLE 4

UNION-RIGHTS

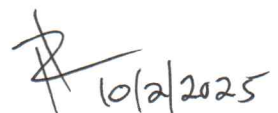
- 4.1 The City recognizes the right of the Union to appoint an agreed upon number of employees to act as stewards. Union Stewards shall be designated at a unit-wide ratio not to exceed one (1) steward for every twenty-five (25) employees in the Bargaining Unit. It is recognized that specific shift and 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

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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.


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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.

~~7.11~~ 7.12 Union stewards shall have the ability to shadow another Union Steward to matters related to items contained in the SEIU Collective Bargaining Agreement, as long as they have obtained the appropriate release from the management team and it does not disrupt operations.



City Of Orlando



SEIU

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Date

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Date

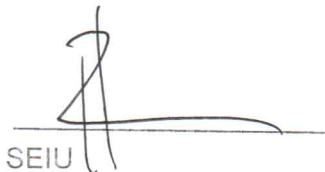
ARTICLE 14

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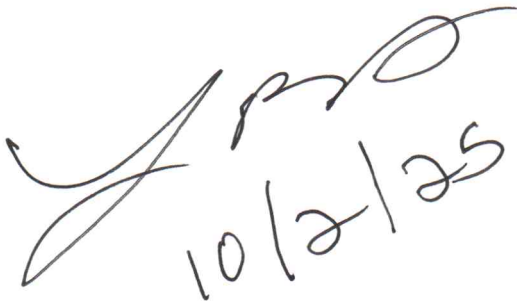
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SEIU FPSU - City of Orlando: Union Proposal 8/26/25

ARTICLE 35

EMERGENCY CONDITIONS

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


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