

## **ARTICLE 10**

### **GRIEVANCE PROCEDURE**

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

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

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

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

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

- B. Time periods at any step of the Grievance Procedure shall be extended by timely written mutual agreement of the persons representing the City and Union at that step. A grievance shall be dated and signed by the Grievant or the Union Representative as it progresses in the grievance step process. Where the City's representative exercises the option not to render a decision on the grievance, he shall state on the grievance, "Grievance to be moved to the next step", and sign, date and return to the Grievant. Grievance decisions shall be delivered to the Grievant, in writing, and shall be dated and signed by the City's representative at that step.
- C. A grievance which is not advanced by the Grievant or Union to the next step within the time limit provided and has not requested an extension of time shall be deemed by the City and the Union to have been settled on the basis of the most recent decision. If the City's representative fails to respond to the grievance within the time limit set forth in any step and has not requested an extension of time, the Grievant shall be entitled to immediately proceed to the next step.
- D. No grievance hearing at any step will commence less than 1.5 (one and a half) hours prior to shifts ending unless mutually agreed to by the Union and management.
- E. All references to days in this article are to "working" days excluding Saturday, Sunday, or a City recognized holiday.
- F. A written grievance shall be filed on a Grievance Form provided by the City (Appendix E) and shall set forth the following:
- A statement of the grievance including date of occurrence, and details, and facts upon which the grievance is based.
  - The article(s) and sections(s) of the bargaining agreement or applicable City policy and procedure alleged to have been violated.
  - The action, remedy or solution requested by the Grievant.
  - Signature of the Grievant and/or, the Union representative.
  - Date submitted.

Grievances submitted which do not contain the above information may be considered incomplete and may be returned to the employee for correction and resubmission. Said resubmission is to be within seven (7) working days from the time the grievance is returned.

- G. No grievance form may be amended from the original written grievance as filed or as re-filed at the initial step of the grievance procedure.
- H. Any grievance which is not received within the time limits established by this Article and/or which does not comply with the procedures and requirements of this Article shall be considered waived and withdrawn by the Grievant and/or the Union.
- I. No provision herein shall be construed to prohibit the Grievant from representing himself or from choosing any other representative excluding elected officials and members of the City Attorney's staff, as his/her grievance representative.

10.3 The formal Grievance Procedure is as follows:

#### **Step One**

The grievant shall present his/her grievance to the Division Manager or his/her designee. The designee shall be at least one (1) level above the immediate supervisor. The grievance shall be presented in writing within ten (10) working days of the date on which the Grievant should, in the exercise of reasonable diligence, have become aware of the facts constituting the grievance. The Grievant or the City representative may request that a Union steward or local Union representative be present at the time the grievance is filed or at any discussions thereafter. Discussions will be informal so that differences can be settled, if possible, in the simplest and most direct manner. The City representative may, at his/her discretion, meet with the employee and his/her representative and shall communicate his/her decision in writing to the grievant within five (5) working days after the date on which the grievance was filed.

In cases of termination, suspension, or demotion, the grievance process shall commence at the Step Two level and such grievance shall be presented in writing within ten (10) working days of the disciplinary assessment.

#### **Step Two**

If the grievance is not settled at Step One and the Grievant wishes to proceed further with

the grievance, the Grievant shall file the grievance with the Department Director, or his/her designee, within ten (10) working days after receipt of the decision of the City representative in Step One.

The Department Director or designee shall hold a meeting within five (5) working days of the filing of the grievance with the Grievant, Grievant's supervisor, a Union steward or local Union representative, at the Union's option, and witnesses whom the Grievant and the City reasonably believe necessary and having firsthand knowledge of the grievance issues.

No more than three (3) witnesses may be called by either party to present the facts constituting the grievance unless the Department Director or designee gives prior approval for additional witnesses.

The Department Director or designee shall hear statements from the Grievant, the employee's supervisor, and the witnesses, if any. The Department Director or designee may question the Grievant, the supervisor, and the witnesses on all matters pertinent to the grievance issue(s).

The Department Director or designee shall render a written decision and notify the Grievant of the decision not later than the fifth (5th) working day following the meeting.

### **Step Three**

If the grievance is not settled at Step Two and the Grievant wishes to proceed further with the grievance, the Grievant shall file a written appeal with the Human Resources Department Manager within ten (10) working days of the decision in Step Two. A Hearing Officer, appointed by the City's Chief Administrative Officer, shall conduct a Step Three Hearing within ten (10) working days after the filing of the grievance at this Step. The Hearing Officer may appoint a designee in the event of his/her unavailability to conduct the hearing. In no event shall the Hearing Officer or his/her designee be the individual who rendered the decision at Step Two.

The Hearing Officer shall review all the testimony, all written documents from the previous steps, and all other facts then relating to the grievance. No more than three (3) witnesses may be called by either party to present the facts constituting the grievance unless the Hearing Officer gives prior approval for additional witnesses. The Hearing Officer may call additional witnesses.

The Grievant shall be notified of the Step 3 decision no later than the fifteenth (15<sup>th</sup>) working day following the Step 3 Hearing.

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

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## ARTICLE 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~~100) 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.

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## 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<br>1x annual salary for full-time non-exempt and part time exempt employees<br>2x annual salary for full-time exempt employees |
| Accidental Death & Dismemberment | \$10,000 for non-exempt permanent part time employees<br>1x annual salary for full-time non-exempt and part time exempt employees<br>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 1<sup>st</sup> 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<br>of Pension Service | Percentage of the amount paid by City for<br>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 22

### DISCIPLINE AND DISCHARGE

- 22.1 Disciplinary action shall be impartially and consistently administered and, except for oral warnings, is to be in writing. Discipline shall not be administered without proper cause. Disciplinary action where leave use is a concern will be in accordance with the Utilization of Leave-Guidance Document negotiated and agreed to by the Union and the City of Orlando in this contract. (See Appendix B).

The City may remove an employee from duty (and pay status) pending the outcome of an investigation on for violations of any major offenses as described in Article 22.2 (Discharge). The investigation shall not exceed ~~30 calendar days unless there are extenuating circumstances, 1 year unless there are criminal charges or outside entities involved in the investigation for which the City has no control over timelines.~~ or it is agreed upon by both the Union and the City.

- 22.2 Notice of disciplinary action or pending action must be made within ten (10) working days of the supervisor's knowledge of the reported incident, which caused or could cause discipline. If an extension of time is needed the party desiring the extension will notify the other party in writing and other party must agree in writing. The notice of disciplinary action or pending action shall include the particular contract provisions and/or City policies allegedly violated. If further violations not listed on the notice are discovered during the investigation, the employee will be made aware. The City shall notify the employee in writing when an investigation has been concluded.

Prior written disciplinary actions will remain as the basis for progressive discipline as follows: The effectiveness of a written reprimand will be for a period of one (1) year commencing with the date it was last referred to in the formal disciplining process. Prior suspensions will remain effective for a period of three (3) years for the basis of progressive discipline. Oral warnings shall normally be effective for a period of ninety (90) days.

Progressive disciplinary action (oral warning, written reprimand, suspension without pay, demotion, and termination) will be followed. However, the nature and seriousness of an employee's offense will be of primary importance and could result in demotion, suspension, or termination without previous oral or written warnings.

#### **Oral Warnings:**

Are given for minor, infrequent offenses.

#### **Written Reprimands:**

Are normally issued after an employee has failed to respond to oral warning(s) for the same type of offense or for a more serious offense that does not, in the opinion of the supervisor, warrant suspension, demotion or discharge at that time. ~~The City shall notify the employee in writing when an investigation has been concluded.~~

**Suspension Without Pay:**

Is normally taken when an employee has failed to respond in a satisfactory manner and time to a prior written warning or for a serious offense that, if the employee's performance or behavior remains substantially unchanged or the offense is repeated, termination will follow. Suspensions without pay will not exceed five (5) working days except in cases where an employee is suspended pending an investigation, which could lead to his/her immediate termination. No employee will normally be suspended until the grievance procedure has been completed at the third step except in cases where discharge may be imposed as per section 22.3 (Discharge) or when determined by the City that extraordinary circumstances warrant immediate suspension.

Instead of a suspension without pay, an employee may elect an appropriate deduction from accrued personal leave. Such a charge will have the same weight as a suspension without pay for progressive discipline purposes. Such election will not be available in cases involving investigations, which could lead to termination or incidents involving physical or oral confrontation or harassment.

**Demotion:**

May be administered, as a disciplinary action when an employee gives evidence of lacking the skills necessary to satisfactorily perform the duties of a position but who may, in all likelihood, be successful in some less-demanding position.

**Discharge:**

Will be imposed if an employee has failed to respond to prior progressive disciplinary action or has committed a major offense. Major offenses may include, but are not limited to, the following examples:

- 1) Stealing or attempting to steal City property, or that of others.
- 2) Willfully or negligently damaging, destroying, or misusing City property.
- 3) Conviction of a felony.
- 4) Conduct on duty that threatens public order, safety, health, or the City's service to the public.

- 5) Fighting with or threatening the physical well-being of another person while on the job.
- 6) Reporting for duty under the influence of alcoholic beverages or drugs or possessing an open container of alcohol or illegal drugs during working hours, unless using drugs as prescribed by a physician and permitted by the City.
- 7) Falsification of records, official statements, or omitting information on records, including employment application.
- 8) Gambling on City property.
- 9) Three (3) consecutive working days absent without authorized leave.
- 10) Incompetence or unwillingness to perform job duties.
- 11) Possession of a weapon on City property or personally carrying a weapon during work hours, except as otherwise provided by City Policy.
- 12) Excessive tardiness.

22.3 In relation to Article 22.2, employees are subject to such examinations as may be required by the City to determine if they are under the influence of alcohol, or may have been using or possessing unlawful, controlled substances or non-physician prescribed drugs. An employee may be subjected to a polygraph examination designed to determine the truthfulness of his/her response only with the employee's consent. Since employees have the right to refuse to submit to a polygraph test, no reference will be made in any discipline or grievance document/proceeding concerning the employee's refusal. Polygraph information may not be used for disciplinary purposes without corroborating evidence. Employees will be required to answer truthfully all polygraph questions asked of them. Reports of such tests and/or examinations will be made part of the investigative files. All other available electronic and photographic evidence of any sort may be used for disciplinary purposes. Assessment for damage to City property and equipment caused by City employees shall be pursuant to City Policy and Procedure 440.4, shall be in addition to any other disciplinary action and shall not be subject to grievance and arbitration.

22.4 Disciplinary action by the City shall take effect as agreed in this contract and remain in effect unless and until modified by the resolution of a grievance filed as a result of the disciplinary action.

22.5 Mutual Resolution of Misconduct Investigations

- A. An employee under investigation for misconduct may request, at any time until notice of disciplinary action has been received by the employee, a meeting to discuss possible resolution of the matter and to determine if a consensus can be reached on the appropriate discipline (if any).
- B. The meeting will be attended by the employee and, if requested by the employee, a union representative.
- C. If the participants reach a consensus, it will be reduced to writing and reviewed with Labor Relations for concurrence. If approved, the consensus reached shall be implemented and the investigation and grievance processes shall be considered complete. If no consensus is reached, the matter will progress as if no meeting had been held and nothing discussed at the resolution meeting will be used against the employee.
- D. The written resolution shall not be binding upon any party until it has been approved and signed.
- E. No disciplinary assessment reached as a result of a resolution meeting shall be cited by any party as precedent in any subsequent disciplinary matter.

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Date

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Date

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## **ARTICLE 25**

### **WORKING OUT OF CLASSIFICATION**

- 25.1 An employee required by management to work out of classification for at least eight (8) consecutive hours in a higher non-Civil Service position will be given an increase equal to the midpoint differential between the employee's current position and the higher position's midpoint, or to the minimum, whichever is greater, capped at twenty-five percent (25%). Should the higher classification be a Civil Service position, the employee may be granted an increase not to exceed seven percent (7%). Under no circumstances shall an employee receive an increase so that their wage exceeds the maximum of the higher classification. To be eligible for the higher pay the employee must perform substantially all of the required duties of the classification. Employees in Career Path Progression Positions, or who are in training positions are not eligible for the higher classification pay. An employee may reject an out of classification assignment if another qualified employee is available and willing to accept the assignment.
- 25.2 Employees working in a higher classification for thirty (30) days or less do not have to meet the minimum qualifications for the higher-level job unless required by law or ordinance. Employees working for more than thirty (30) days in a higher classification must meet minimum requirements for that job.
- 25.3 Out of Class Pay will only be granted when an existing position is vacant due to vacation, termination, illness, etc., and not for temporary reassignment for special projects. Exceptions to the 'vacant position' portion of this article may be made due to extenuating or emergency circumstances. Exceptions must be requested in writing (before) being paid, through the appropriate Department Director to the Human Resources Department Manager for final approval.
- 25.4 Except in extenuating or emergency circumstances, a subordinate employee will not be required to work in a classification where he would become the supervisory employee over their normal supervisor.
- 25.5 Out of Class Pay will be granted only for time actually worked and will not include time spent by an employee on personal leave, holidays, or sick leave, or other absence from the job. After an employee has worked out of classification for ninety (90) days, the Office

Director/Division Manager will be required to review and consider any extension of the out of classification status. Such extension to be approved only if the employee meets the minimum qualifications as contained in the job description of the higher classification.

- 25.6 Requests for Working Out of Class Pay must be submitted in accordance with City policy, by authorized personnel on-line Form by going to the City of Orlando Intranet page.
- 25.7 Working out of classification shall be assigned among employees based on the character of the work to be performed and the employee's qualifications as determined by management.
- 25.8 Employees in non-supervisory OPD civilian positions of Police Emergency Communications Specialists and Police Emergency Communications Specialists assigned by management to work in a higher classification as a supervisor will be eligible for an hourly rate equal to that of the minimum of the range for the supervisory position or for a seven percent (7%) increase in his/her current hourly rate, whichever is greater, on an hour for hour basis, provided a minimum of at least one (1) hour is worked (non-cumulative).

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City Of Orlando

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Date

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Date

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## **ARTICLE 26**

### **WORKWEEK AND OVERTIME**

- 26.1 The basic workweek shall be the period between 0001 Hours Sunday and 2400 Hours Saturday.
- 26.2 Departmental management will establish, in its discretion, hours of work best suited to meet the needs of the department and to provide superior service to the community. Normally the workweek shall consist of forty (40) hours, excluding unpaid lunch, during the pay period. Nothing in this Agreement shall be construed as a guarantee or limitation of the number of hours or days to be worked per week.
- 26.3 All authorized and approved work performed in excess of forty (40) hours in any one (1) work week shall be considered as overtime for non-exempt employees and shall be paid at the rate of one and a half (1½) hours pay at the regular hourly rate for each hour actually worked. Employees may opt for comp time in lieu of overtime (accrued at a one and a half hour (1 ½) rate) in accordance with City Policy and Procedure 808.35 except that compensatory time may be accrued up to ninety (90) hours. For those OPD civilians working rotating shifts in shift differential eligible positions as Community Service Officers, Police Communications Specialists, OPD and Fire Communications Shift Supervisors, Crime Scene Investigators, Police Emergency Communications Specialists, those assigned to OPD Supply, and his/her non-exempt supervisors shall accrue up to one hundred fifty (150) hours of compensatory time.
- 26.4 For purposes of overtime computation, personal leave, floater holidays, sick leave, therapy, or treatment for job injury, voting time, standby, reporting time, blood donor time, bereavement leave, jury duty, annual military leave, and other absences from duty in active pay status shall not be considered as time worked. Time spent in contract negotiations by negotiating team members during normal working hours of 8:00 a.m. to 5:00 p.m. shall be counted as hours worked for purposes of computing overtime. Employees not scheduled to work during these hours, but are part of a Contract Negotiations Team, may have his/her shifts adjusted. A request for shift adjustment shall not be unreasonably denied.

- 26.5 Should contract negotiations extend beyond these times by mutual agreement between the Union and City, the eligible non-exempt employees would be paid overtime should the total hours exceed forty (40) in the workweek.
- 26.6 Overtime work may be required from time to time and shall be distributed equitably among employees in a particular job classification within a particular organizational unit as far as the character of the work and the employees' qualifications permit. Although temporary imbalances in the equitable distribution of overtime may occur, departmental management shall make its best efforts to distribute overtime fairly and equitably over extended period of time. Departmental management shall maintain overtime records and shall make information concerning overtime available upon request to employees of the department.
- 26.7 When practical, overtime will be assigned by rotation based on seniority. For the purpose of this article rotation based on seniority shall mean that when there are employees requesting to work the overtime, assignment of overtime shall be based on greatest seniority. When no employees request to work overtime, assignment of that overtime shall be based on inverse order of seniority. However, the City may, at its discretion, assign overtime to employees, irrespective of seniority, to those who possess skills, knowledge and abilities which are not possessed to the same degree by other employees in the organizational unit and which are necessary to perform the required duties.
- 26.8 Departmental management shall determine lunch and rest periods. Such lunch and rest periods shall be scheduled in accordance with the requirements of the department. A rest period shall not exceed fifteen (15) minutes and is granted at the sole discretion of management. Unpaid lunch periods shall not be less than thirty (30) minutes nor more than sixty (60) minutes in duration. In certain continuous operations employees may be required to remain on the job and eat at the workstation. In such cases, the employee shall be paid for the thirty (30) minute lunch period.
- 26.9 Flex time may be granted at the sole discretion of the Division Manager to an employee based on need on a case-by-case basis. Flextime is intended as an adjustment to work start and end hours within the normal forty (40) hour work week and not as a reduction of normal work hours. To be considered for flex time an employee shall present his/her

request in writing to the Division Manager with any supporting documentation within seven (7) calendar days before the requested flexing would start.

- 26.10 If temporary workers are used to fill a Bargaining Unit Position on a full-time basis within a particular Division for more than nine (9) consecutive months, the position will be posted and filled. The nine (9) month period will be retroactive from the date of approval of this contract by City Council. Exceptions to this provision may be made for temporary employees hired for a specific project or task or to temporarily staff a position scheduled for deletion, which will not normally exceed a maximum eighteen (18) month period.
- 26.11 Employees will be provided a work schedule at least five consecutive workdays in advance. Schedules will not be adjusted after this to avoid paying overtime. This provision does not apply to the Amway Arena, Bob Carr Performing Arts Center, Camping World Stadium, or to special event related work schedules in the Parking and Transportation Engineering divisions in recognition that these positions are event driven and subject to last minute scheduling found in the entertainment industry. Overtime must be deemed necessary and approved by management prior to working the overtime hours.
- 26.12 Employees who work during the changeover from standard time to Daylight Savings Time shall be paid for his/her regular shift hours without loss of pay.
- 26.13 Exempt employees shall be eligible for Management Leave and Administrative Leave at the levels and under the same terms provided under City Policy 808.6, as amended, for Middle Management, Administrative, and Professional employees.

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City Of Orlando

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## **ARTICLE 27**

### **PREVAILING RIGHTS**

The City agrees that for all bargaining unit members all terms and conditions of employment presently enjoyed by such employees as set forth in the City's Policy and Procedures Manual, except as modified by this Agreement, are hereby protected. Any changes to these terms and conditions of employment will give the Union the immediate right to collectively bargain the impact of such change.

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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 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.

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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

Should, during the effective dates of this Agreement as listed in Article 37 — Duration, a constitutional amendment be approved in the State of Florida modifying the ad valorem property tax provisions of Article VII of the Florida Constitution, either party shall have the right, within sixty (60) days of the approval of the constitutional amendment, to immediately reopen Article 32 — Pay Plan for negotiation. Such reopening shall not permit reduction or modification of any other Article of this Agreement. Any adjustment agreed to through such reopening shall not result in less than a two percent (2%) COLA wage increase, each year, for bargaining unit members.

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Effective on ~~October 2, 2022~~ September 28, 2025, each bargaining unit employee's base pay will increase by ~~6.04.0%~~ 6.04.0%. 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 ~~5.04.0%~~. 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 ~~4.04.0%~~. 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.

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.

- 32.15 If anyone in the positions of Police Emergency Communications Specialists, Emergency Communications Shift Supervisors or OFD Emergency Communications Shift Supervisors

is mandated to stay past their original shift end time by 4 hours or more and did not have advance notice of this prior to the start of their shift, they will be given a \$15.00 meal stipend.

The following are items that are being agreed to, but shall not be incorporated into the collective bargaining agreement:

Effective September 28, 2025, the position of Civilian Paramedic will be moved from S16 to S15. Also effective on the same date, all positional movements will occur that were identified in the JAT study, except for those that impacted the career ladders.

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