

## Memorandum of Understanding January, 2026

**Whereas** the City of Orlando and the SEIU Florida Public Services Union ("Union") are parties to collective bargaining agreements ("CBA") currently in effect and expiring on September 30, 2025; and

**Whereas** the City and the Union desire to clarify the Collective Bargaining Agreement.

**Now therefore**, the City and the Union agree as follows:

### Article 10: Grievance Procedure

The parties agree that it is advantageous to have more than one hearing officer to officiate Step 3 hearings. Therefore, we agree that the City will continue to work towards getting at least one other hearing officer in place to allow for rotation of cases.

### Article 21: Health and Welfare

The parties agree that, with the potential addition of a pilot insurance program, the City will notify the union at least 30 days in advance of changes to this potential pilot program.



For the City



For the Union

1/13/2026

January 13, 2026

## **ARTICLE 10**

### **GRIEVANCE PROCEDURE**

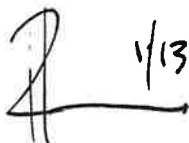
- 10.1 The purpose of this article is to establish a procedure for the fair, expeditious and orderly processing of grievances and is to be used only for the settlement of disputes between this city and an employee, or group of employees. A formal grievance is a written dispute, claim, or complaint involving 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

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- 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.
- C. 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.
- D. 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.
- E. 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.
- F. All references to days in this article are to "working" days excluding Saturday, Sunday, or a City recognized holiday.
- G. 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.

A handwritten signature, possibly reading 'D. J.', followed by the date '1/13/26'.

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.

- H. 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.
- I. 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.
- J. 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.

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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.

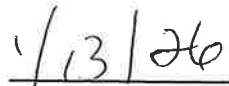
- 10.4 If the decision at Step Three is adverse to the Grievant, the grievance may be processed further through either Step 4, Mediation as detailed in 10.5 or the Arbitration procedure contained in Article 11, if the matter being grieved is neither an oral counseling or written reprimand.
- 10.5 If 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.



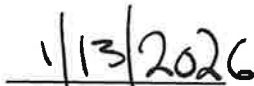
City Of Orlando



SEIU



Date



Date

## ARTICLE 21

### HEALTH AND WELFARE

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

A. Insurance:

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


B. Health Insurance

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

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

C. If the City should desire to change the current Cityflex Credit Allocation matrix, or to reduce the current level of health or life insurance, the City will advise the Union in writing by June 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

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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

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

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

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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

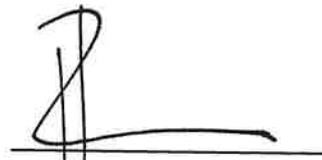
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and service requirements as indicated.

- 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.

  
City Of Orlando

1/13/26  
Date

  
SEIU

1/13/2026  
Date