

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


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forfeited. Personal Leave shall not accrue if an employee is in a non-pay status during the entire payroll week. Personal Leave may be granted in one-tenth (1/10) of an hour increments or more.


- 13.4 Employees in his/her initial probationary period shall begin to accrue personal leave immediately upon employment but shall not be granted the use of this leave until the employee has completed ninety (90) days continuous permanent service.
- 13.5 Personal Leave scheduling shall be accomplished at the discretion of the Division Manager or Department Director. Every reasonable effort will be made to honor such requests.
- 13.6 Requests for personal leave, in order to be scheduled, must be submitted and approved twenty-four (24) hours in advance of the requested day(s) off.
- 13.7 Employees may request the use of accrued unused Personal Leave for emergency purposes. Such emergency requests will not be unreasonably denied or count as an incident of unexcused absence but may be subject to verification and potential discipline if a pattern of apparent abuse develops.
- 13.8 Utilization of personal leave is discussed further in the attached "Utilization of Leave" (Appendix A) at the end of the contract, which is adopted as part of this agreement.
- 13.9 When a holiday falls within an employee's Personal Leave period, the holiday shall not be charged to the employee's Personal Leave.
- 13.10 Employees shall be allowed to "buy down" a maximum of eighty (80) hours of personal leave throughout the calendar year (except that an employee's Department Director may approve a buy down of more than 80 hours for the calendar year for an employee with extenuating circumstances) provided they have at least one hundred (100) hours of leave accrued after the "buy down" and amount of "buy down" is at least twenty (20) hours.
- 13.11 An employee shall be paid at the straight-time rate for accrued unused Personal Leave, less any bona fide indebtedness to the City, upon resignation, retirement, or any other termination, except when termination occurs in the first (1st) ninety (90) days of employment, in which case it shall be forfeited.
- 13.12 The estate or designated beneficiary of an employee who dies while employed by the City shall be paid the cash equivalent value, less any bona fide indebtedness to the City, of the late employee's accrued but unused Personal Leave.
- 13.13 Sick leave may be granted for:
 - A. Incapacitation by reason of illness or injury.
 - B. Medical, dental, optical examination or treatment.


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- 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.


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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 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, or it is agreed upon by both the Union and the City. If the City desires to extend the investigation beyond 30 calendar days, it shall provide the Union with a detailed written notice explaining why additional time is needed. If the investigation extends beyond 30 days, the employee must be placed on paid leave.

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.



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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.


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- 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.


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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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ARTICLE 32 PAY PLAN

32.1 A. ~~Base wage ranges for each bargaining unit employee in job classifications contained in Appendix A, B, and C of this Agreement shall be as listed in Appendix E of this Agreement. Effective October 2, 2022, a one-time equity adjustment shall be made to employees who are identified as eligible. Eligibility shall be determined based on the following analysis: The employee's rate of pay and years in current position, as of September 30, 2022, are compared to the rate of pay assuming a methodology in which the rate of pay reaches the midpoint of the grade range upon ten (10) years of service and reaches the maximum of the grade range upon twenty (20) years of service.~~

~~————— If the current rate of pay, as of September 30, 2022, is below the rate of pay based on the above methodology, a one-time increase shall be made to align with the calculated rate of pay.~~

~~————— If the current rate of pay, as of September 30, 2022, is at or above the rate of pay based on the above methodology, no equity adjustment shall be made.~~

~~Upon implementation of the equity adjustment~~

~~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.~~

~~Effective on October 2, 2022~~September 28, 2025 contingent on ratification by both parties, 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

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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.~~

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 employee will have the choice of either comp time or paid time within the same week. 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

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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

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to the same review process as department-originated reclassification requests. The union shall be notified of the status in January of the following year to allow for budget review and compensation analysis.

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

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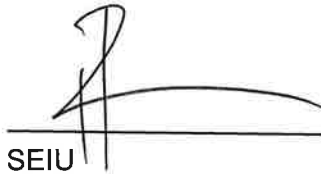
Communications Shift Supervisors or OFD Emergency Communications Shift Supervisors is mandated to stay past their original shift end time by 4 hours or more and did not have advance notice of this prior to the start of their shift, they will be given a \$15.00 meal stipend.

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 S14, contingent on ratification by both parties. 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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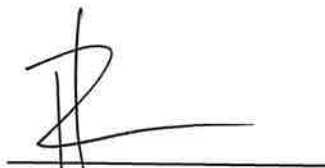
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ARTICLE 37
DURATION

- 37.1 This Agreement shall take effect October 1, ~~2022~~2025, subject to ratification by the Union and approval by City Council and shall continue in full force and effect until midnight, September 30, ~~2025~~2028, and shall supersede the current collective bargaining agreement between the parties.
- 37.2 In order to renegotiate this Agreement; written notice shall be given by either party, by March 1, 2025.
- 37.3 Any notice to be given under this Agreement shall be given by registered or certified mail; if given by the Union, it shall be addressed to the Director of Human Resources, P.O. Box 4990, Orlando, Florida 32802-4990, or Ana.Palenzuela@cityoforlando.net; and such notice by the City shall be addressed to SEIU Florida Public Services Union, ~~1200 Hillcrest Street, Suite 101, Orlando, Florida 32803~~ 560 Village Blvd. Ste. 120 #39 West Palm Beach, Florida 33409.




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