

**AGREEMENT**  
**Between**  
**The City Of Orlando**



**and**  
**SEIU Florida Public Services Union**



**for the**  
**Professional Unit**

**October 1, 2013 through**  
**September 30, 2016**

**NOTE: This agreement does NOT apply to the White Collar  
Bargaining Unit or the Supervisory Bargaining Unit  
represented by the SEIU Florida Public Services Union**



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**This agreement does NOT apply to  
the White Collar Bargaining Unit or  
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**It applies ONLY to the Processional Unit.**

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## **ARTICLE 1**

### **INTENT OF AGREEMENT**

1.1 This Agreement entered into by and between the City of Orlando hereinafter referred to as the "City" or "Employer" and SEIU Florida Public Services Union hereinafter referred to as "SEIU" or the "Union".

It is the intent and purpose of the parties hereto that this Agreement constitutes an implementation of appropriate Florida State Statute 447 provisions and provides for orderly and constructive employment relations in the public interest, in the interests of the City, and in the interest of the employees represented by SEIU.

1.2 It is the general purpose of this Agreement to promote the mutual interest of the City and its employees, and to provide for the operation of the City's services under methods which will, to the fullest extent possible, further the morale and safety of the employees; provide economy and efficiency of operation; eliminate waste; and avoid interference with, or interruption to, the operation of the City's services. The parties to this Agreement will cooperate to secure the advancement and achievement of the above purposes.

1.3 This document constitutes the entire Agreement and understanding between the City and the Union and it shall not be modified or amended in any respect except in writing signed by authorized representatives of the City and the Union and ratified by the Union membership and adopted by the Orlando City Council. This Agreement supersedes any and all previous agreements and understandings between the City and the Union.

1.4 Nothing in this Agreement shall require either party to act in violation of any Federal, State or Local legislation or regulations. In the event that any of the provisions of this Agreement are determined to be in violation of any Federal, State, or Local legislation or regulations, then those provisions shall be considered null and void and of no further force and effect. Such determination, however, shall not in any way affect the remaining valid provisions of this Agreement.

1.5 The Union agrees to encourage all members of its organization to render efficient service to the City. The Union recognizes that it is of great importance for the City of Orlando to have good public relations and the Union will encourage its members to make themselves available for public service and emergency work. The Union and its members, in all matters pertaining to this Agreement, shall take into consideration that the most important mission of the City is to serve the Public.

## **Article 2 RECOGNITION**

- 2.1 Pursuant to and in conformity with the certifications issued by the Public Employees Relations Commission, of the State of Florida in Case NoRA-2004-007 (professional), as amended, the City of Orlando hereby recognizes the SEIU Florida Public Services Union as the sole and exclusive representative for the purpose of collective bargaining with respect to wages, hours, and terms and conditions of employment for all employees of the bargaining unit as set forth in Appendix D.
- 2.2 All job classifications not specifically listed in Appendix D are excluded from the Union's Bargaining Unit. In addition, all Contractual, Temporary, or Seasonal Employees are excluded from the Union's Bargaining Unit. Newly hired employees shall be considered probationary for a period of six (6) months from the date of employment (except Community Service Officers and Emergency Communications Specialists, who shall be considered probationary for a period of one year) unless extended pursuant to City Policy and Procedure 808.22, and shall not be subject to the grievance and arbitration process contained herein for matters of discipline or discharge during any portion of the probationary period.
- 2.3 All job classifications created by the City during the term of this Agreement, which are not included in Appendix D are excluded from the Union's Bargaining Unit unless and until authorized representatives of the City and the Union agree, in writing, to include the classification in the Bargaining Unit and this modification to the unit is recognized by the Public Employees Relations Commission.

## **Article 3 MANAGEMENT RIGHTS**

- 3.1 Except as specifically abridged by any provision of this Agreement, the City reserves and retains all of its normal and inherent rights with respect to Management of its affairs in all respects in accordance with its responsibilities, whether exercised or not, including but not limited to its rights to:
- a) determine and from time to time to re-determine the number, location and type of work forces, facilities, operations, and the methods, processes and equipment to be employed, the scope of services to be performed, the method of service, the schedule of work time;

- b) contract and subcontract existing and future work, not to adversely affect the personnel work force;
- c) discontinue conduct of its mission or operations in whole or in part;
- d) determine whether and to what extent the work required in its operations shall be performed by employees covered by this Agreement;
- e) transfer its work from or to, either in whole or in part, any of its work forces or facilities and locations;
- f) determine the number, types and grades of positions or employees assigned to an organization or unit, department or project;
- g) establish and change work schedules, assignments and facility locations;
- h) hire, transfer, promote and demote employee;
- i) layoff, terminate, or otherwise relieve employees from duty for lack of work or other legitimate reasons;
- j) suspend, discharge, or discipline employees for cause;
- k) use supervisors or other City employees to perform work of the kind performed by employees of the unit, provided employees of the unit are not adversely affected;
- l) alter, discontinue or vary past practices;

and otherwise to take such measures as management may determine to be necessary for the orderly, efficient and economical operation of the City.

- 3.2 The provisions of the City's officially adopted Policy and Procedures Manual as from time to time amended, as well as other Personnel Directives, will be applicable to the members of the Bargaining Unit in all areas not specifically addressed by the Agreement.

## **Article 4 UNION RIGHTS**

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



Unit. It is recognized that specific shift and geographical locations may result in representation at a localized rate other than this ratio.

- 4.2 The Union shall furnish management a list of stewards' names, work phone numbers and their assigned areas and keep the list current at all times and prior to the stewards assuming duties. The Union will keep the City advised in writing of appointment changes by filing same with the Human Resources Division, Labor Relations Section.
- 4.3 Where, in the opinion of the Union, it is reasonable and necessary for an agent of the Union, other than a local Union officer, steward or representative, or other than an employee on the shift, to enter the City's property or buildings to investigate a filed grievance or to conduct other Union business, such agent shall first notify the Human Resources Division Manager or designee, who will then arrange a mutually satisfactory date and time for the visit.
- 4.4 The Union agrees that no employee, steward or any other person or persons will solicit membership, collect Union monies or distribute Union material during working hours. A Union Steward will act on grievances only in the area for which he was selected and designated.
- 4.5 The Union may designate one of the appointed stewards from each bargaining unit to act as Chief Steward for that unit. It is understood that the Chief Stewards, or designees, will act outside of their own work area in the absence of the steward serving the work area, or where the grievant has expressed discontentment with the area steward where the grievance arose for the action, upon making arrangements with his own Division Manager or designee and the supervisor of the work area involved. The Chief Steward may also process a grievance outside of his own work area upon request of the Union President and with concurrence of the Labor Relations Section. Upon written notification, and approval by Labor Relations, the Union may request steward allocation be reassigned from one location to another provided the number of stewards does not exceed the ratio of one (1) steward for every twenty-five (25) employees in the Bargaining Unit.
- 4.6 Management is to notify an employee when the purpose of a meeting is to investigate a matter that could result in disciplinary action and that the employee has a right to Union representation. If requested by the employee, the area's assigned Union Steward may accompany the employee to said meeting. A Steward who is required to attend said disciplinary meeting that goes beyond his normal work schedule or to attend a meeting on his normal day off will be paid for all hours while attending the meeting.

- 4.7 The City will notify the Union President or designee in writing of any proposed changes to the provisions contained in the City's Personnel Policies and Procedures manual which affects the bargaining unit's terms and conditions of employment. Such notices shall be made no less than thirty (30) calendar days before the proposed change is reviewed by the City's Operations Committee. The Union President will also be provided copies of all changes and updates to the Personnel Policies and Procedures manual ratified by the Orlando City Council. The Division Stewards and Union President or designee will receive from the respective Division, a copy of written operating procedures or Personnel Policy changes that affect bargaining unit employees.
- 4.8 To the extent required by law, the City agrees to collectively bargain the impact of any change to the City's Policy and Procedures Manual that affects hours, wages, or other terms and conditions of employment considered as mandatory subjects of bargaining.
- 4.9 The Union shall be allowed one representative in attendance at all new employee orientation meetings involving Bargaining Unit personnel. Such attendance shall be for the sole purpose of introducing the merits of Union membership to eligible employees.

## **Article 5 EMPLOYEE RIGHTS**

An employee covered by this Agreement shall have the right to join, or refuse to join, the Union without interference, coercion or intimidation by either the City or the Union. No employee shall be retaliated against, intimidated, restrained, harassed, or coerced in the exercise of rights granted by this Agreement, by either the City or the Union.

## **Article 6 NON-DISCRIMINATION**

- 6.1 The Union and City shall comply with all City, State and Federal discrimination laws and agree not to discriminate against any employee covered by this Agreement regarding the terms and conditions of employment including promotions and training on the basis of and including but not limited to race, color, creed, gender, sexual orientation, age, disability and national origin.
- 6.2 Whenever used in this Agreement, the terms "he," "his," "him," or "himself" in referring to an employee shall be considered gender neutral and will also mean "she," "hers," "her" or "herself" respectively.

- 6.3 The filing of a charge or complaint with any administrative agency or court shall act as an automatic withdrawal of any grievance or arbitration regarding the same subject matter or arising out of the same event(s) which gave rise to the grievance or arbitration.

## **Article 7**

### **UNION STEWARD ACTIVITY**

- 7.1 This Article outlines the duties and responsibilities of Union Stewards in performing their functions as Union representatives. The appropriate Union Steward and Union office will receive a copy of any written disciplinary action given a Bargaining Unit member. Before filing a grievance, the Union Steward may have a consultation with the Supervisor. When requested by an aggrieved employee after the filing of a formal grievance, a Union Steward in the employee's department shall be granted reasonable time off with pay during working hours to investigate the grievance after notification and approval of his most immediate supervisor outside the Bargaining Unit. The Union steward shall not interrupt or interfere with the normal work activity of the department during the investigation. The Union shall guard against the use of excessive time for authorized Union Steward activities. The City and the Union recognize that adherence to established schedules are compelling commitments, which may at times delay or postpone the investigation of a grievance.
- 7.2 If permission to investigate a grievance is initially denied, the Union Steward shall be given the reason for the denial in writing and shall be told when permission to investigate can reasonably be expected. Permission shall be given orally to the Union Steward, provided the oral authorization insures adequate controls of the Union Steward's time; otherwise, written permission will be required. The Union Steward shall report to his immediate supervisor upon return to work, unless prior consent not to do so has been secured.
- 7.3 All Union Stewards shall be employees in the Bargaining Unit who have satisfactorily completed their initial probationary period.
- 7.4 The Union steward shall not investigate or present grievances on premium time. No employee shall function as a Union Steward while on an unpaid leave of absence. Union Stewards, as well as all other City Bargaining Unit members, are subject to all City rules, regulations and policies regarding the conduct of employees of the City of Orlando.
- 7.5 When it is necessary for a Union Steward to enter an area other than his own for the purpose of investigating a grievance, or for other Union business authorized by this Agreement, the Union Steward shall, after obtaining approval of the Chief Steward and

notifying the Labor Relations Section, inform the area's Supervisor or designee and state the nature of his/her business prior to entering the area, to assure that his/her presence is not disruptive to any work in progress.

- 7.6 If the City believes that a Union Steward is taking an unreasonable amount of time to investigate a grievance, or is in violation of any provision outlined within this Article 7, the Human Resources Division Manager or designee shall have the right to investigate these matters. If the investigation reveals unnecessary excessive activity on the part of the Union Steward or that the Steward is in violation of any of the provisions of this Article 7, the City and Union shall work together cooperatively toward resolving these matters effectively.
- 7.7 The three Chief Stewards shall, upon making a request of, and obtaining approval by their Supervisors at least forty-eight (48) hours in advance, attend a Third Step Hearing in their respective bargaining units. Such requests will not be unreasonably denied. Said attendance during normal working hours shall be in a pay status. The Chief Stewards shall be notified by the Labor Relations Section, orally or in writing, at least seventy two (72) hours in advance of each and every Third Step Hearing concerning Union members in their respective bargaining units. In the event a Chief Steward is unavailable from the respective bargaining unit, a Chief Steward from one of the other units may attend instead.
- 7.8 Union Stewards or other designees of the Union shall, upon request of the Human Resources Division Manager, be granted time off with pay at their straight hourly rate to attend City or Union sponsored training classes, seminars or conventions, or to participate in campaigns for internal membership, Union elections or other approved Union business activities. At no time shall paid time off be used for time spent in campaign activities in support of any candidate for elected public office.
- 7.9 Paid time off pursuant to 7.8 above shall not exceed twenty-four (24) hours per contract year for each Union Steward to attend training classes/seminars and conventions conducted by the Union, regarding Union Steward duties and responsibilities, or to attend a regular Union meeting if the Union Steward is assigned to work the second shift. This time for training will be mutually agreed to by the Union and City.
- 7.10 For other Union business described in 7.8, requested and approved by the Human Resources Division Manager at least three (3) working days in advance, no more than eight (8) Union representatives shall be off at any one time. Each individual representative shall not use more than twenty-four (24) hours per contract year. An

exception will be made to these time limits per contract year to attend a seminar or conference for up to forty (40) hours.

- 7.11 The City retains the right to restrict time off for SEIU business when insufficient staffing is available to properly carry out the work of the department/section during the absence of the SEIU representative as determined by the appropriate manager.

## **Article 8 DUES DEDUCTION**

- 8.1 Any employee, permanent full-time or permanent part-time, covered by this Agreement, may authorize payroll deduction of Union membership dues by signing both a Union Authorization card and completing a payroll Employee Deduction Form with the Union. Such authorization may be revoked by said employee only after the employee serves a written notice to the Union of the employee's intentions. Said notice is to be on the same form as above. Within seventy-two (72) hours, the Union will initial, copy and forward the stop dues payments form indicating the date received by the Union, to the Labor Relations Official. Thirty (30) days after receipt by the Union of the form, the City shall stop withholding Union dues from the employee.
- 8.2 The Union will notify the City, in writing, of the amount of its membership dues. Changes in Union membership dues will be provided to the City, in writing, at least thirty (30) days in advance of the effective date of any change.
- 8.3 When authorized by the employee pursuant to Article 8.1, dues shall be deducted each pay period and the monies shall be remitted to the Union within thirty (30) days. Dues will be deducted equally from each pay period.
- 8.4 The effective date for deducting dues shall be the beginning of the pay period following the date the Union Authorization Card and the Employee Deduction Form are signed and received by the Human Resources Division. The effective date for the stopping of Dues Deductions shall be the beginning of the pay period thirty (30) days following the date the form is signed and received by the Human Resources Division.
- 8.5 For each employee who signs and submits and authorization form, the City shall withhold from wages of each payroll check voluntary contributions in any whole amount but no less than one dollar (\$1.00) for the Unions Committee on Political Education (COPE). The City shall forward such contributions once a month in the form of a check (payable to SEIU FPSU) to the designated officials of the Union by the tenth (10<sup>th</sup>) day of

the month following the deductions. At the same time, the City shall forward a list showing the names and amount of the contributions deducted for each employee.

- 8.6 The Union will indemnify, defend, and hold the City harmless from any claims or demands against the City based on any payroll deduction made on its behalf.
- 8.7 No deduction shall be made from the pay of any employee for any payroll period in which the employee's net earnings for that payroll period, after all other authorized or required deductions are less than the amount of dues to be deducted.
- 8.8 If a Union member is on an unpaid status, it is his responsibility to keep his Union dues current.

## **Article 9 WORK INTERRUPTIONS**

- 9.1 The Union shall not, under any circumstances, or for any reason, or in sympathy with, or in support for other employees or unions, call, encourage, authorize, ratify or engage in any strike, slowdown, boycott or other job action resulting in an interruption of work during the term of this Agreement.
- 9.2 The City will not lock out employees covered by this Agreement.
- 9.3 The City shall have the right to discipline, up to and including discharge, any employee who instigates, encourages, participates in or is otherwise involved in any strike, slowdown, boycott or other job action against the City or who takes any action to curtail work, restrict services or interfere with any operations of the City.

## **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 grievants 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 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.
- 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:
  - 1) A statement of the grievance including date of occurrence, and details, and facts upon which the grievance is based.
  - 2) The article(s) and sections(s) of the bargaining agreement or applicable City policy and procedure alleged to have been violated.
  - 3) The action, remedy or solution requested by the Grievant.
  - 4) Signature of the Grievant and/or, the Union representative.
  - 5) 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.

- 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 grievance representative.

10.3 The formal Grievance Procedure is as follows:

**Step One**



The grievant shall present his grievance to the Division Manager or his 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 discretion, meet with the employee and his representative and shall communicate his 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 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 Division 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 unavailability to conduct the hearing. In no event shall the Hearing Officer or his 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 In no case will a grievance be entertained if the matter giving rise to the grievance occurred more than thirty-seven (37) calendar days prior to the original grievance filing date.
- 10.5 If the decision at Step Three is adverse to the Grievant, the grievance may be processed further through the Arbitration procedure contained in Article 11.

## **Article 11 ARBITRATION**

- 11.1 Grievances, which have not been settled under the procedures provided in Article 10, Grievance Procedure, may be appealed to Arbitration. (Throughout this article, the term "Grievant" shall be substituted in place of "Union" if Grievant is not represented by the Union, except at Section 11.10.)

Not later than the tenth (10th) day following receipt of the Third Step decision, the Union shall deliver to the Human Resources Division Manager, by registered or certified mail, a written notice of intent to submit the grievance to Arbitration. The notice shall contain the information required by Article 10, Grievance Procedure 10.2, Rule G (1-5), and shall include a statement of the Union's arguments with respect to the arbitral issue.

11.2 Within ten (10) business days, of having notified the City of its intent to arbitrate, a letter shall be directed by the Union, with a copy to Labor Relations, to the Federal Mediation and Conciliation Service requesting a list of no less than (5) persons experienced in the subject matter to be arbitrated. Upon receipt of the list, but no more than five (5) days after receipt, the Union and City shall make an arbitrator selection. The Union and the City will alternately eliminate one at a time from said list of persons not acceptable until only one remains. The remaining person shall be the arbitrator. The City and the Union will alternate the right to strike the first (1st) name in successive arbitrations. The City shall contact the arbitrator and establish a mutually agreeable date and time for the arbitration hearing. If a mutually agreeable time cannot be arranged with the selected arbitrator, the parties may elect to use the initial list sent by Federal Mediation and Conciliation Service or request another one to select another arbitrator.

### 11.3 Expedited Arbitration

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

- A. Both Parties will stipulate to facts before the hearing.
- B. There shall be no stenographic record of the proceedings.
- C. Only oral closing arguments will be used. No briefs will be submitted.

A pre-arbitration hearing will be held 10 working days prior to the scheduled arbitration. At that time stipulations will be made and all evidence delivered. No new evidence will be allowed after this time.

11.4 As promptly as possible after the arbitrator has been selected, the arbitrator shall conduct a hearing to consider the grievance. The arbitrator shall be required to use his best efforts to rule within twenty-one (21) calendar days after the hearing, or the filing of briefs if applicable.

11.5 Unless otherwise mutually agreed in writing, the matter submitted to the arbitrator shall be based upon the initial written grievance submitted in the grievance procedure.

- 11.6 The power and authority of the arbitrator shall be strictly limited to interpretation of the express provisions of this Agreement as these provisions apply to the issues contained in the written grievance initially submitted (or as amended in accordance with 11.5, above). The arbitrator shall not have the authority to add to or subtract from or otherwise modify any of the provisions of this Agreement; to limit or impair any right that is reserved to the City, the Union or any employee, or to establish or change any wage, rate of pay, or other economic benefit in this Agreement.
- 11.7 A decision of an arbitrator or of the City in a particular grievance shall not create a basis for retroactive adjustment of any other grievance, which could have been filed but was not filed.
- 11.8 Subject to 11.6 above, the decision of the arbitrator is final and binding on the City, the Grievant, the Union and all Bargaining Unit employees and the grievance shall be considered permanently resolved. The decision of the arbitrator shall be in writing and shall be delivered to the City, the Union, and the Grievant.
- 11.9 The expenses of the Arbitration proceeding shall be borne by the losing party for cases involving termination. In all other cases, the expenses of the Arbitration proceeding shall be determined by the Arbitrator based on the merits of the grievance. The City and the Union shall make their own separate arrangements for, and pay the witness fees or lost wages of, those witnesses whom they desire to be present at the Arbitration proceeding. Each party shall bear all costs of preparing and presenting its own case. Either party desiring a record of the proceedings shall pay for the record and/or stenographic services. If either party postpones or cancels the Arbitration proceeding, that party shall be responsible for one hundred percent (100%) of any fees or expenses unless mutually agreed to split these costs.
- 11.10 Where the Union is not a party and does not represent the aggrieved employee in the Arbitration proceedings, the Grievant must deposit, twenty (20) days prior to the Arbitration hearing, in a City escrow account, a sum equal to the estimated cost of half (½) of the estimated compensation and expenses of the arbitrator. The City will require the Grievant to make the appropriate deposit by cash, money order, or certified check, to be held by the City in escrow toward payment of the Arbitration costs. If there is a dispute as to the appropriate deposit, said dispute shall be submitted, in writing, to the arbitrator for resolution prior to the hearing. Failure of the grievant to make deposit shall signal the end of the grievance/arbitration process.

- 11.11 All claims for back wages shall be limited to the amount of ordinary wages that the employee otherwise would have earned from employment by the City, including shift differential, longevity and wage increases, less workers' compensation, unemployment benefits and wages or income from other employment, and shall not extend retroactively more than thirty (30) days prior to the initial grievance filing date.
- 11.12 Any retroactive adjustment, settlement, or award shall be determined by the arbitrator.

## **Article 12**

### **BULLETIN BOARDS**

- 12.1 The Union may use the City's designated Bulletin Boards at each working location, not to exceed twenty-five per cent (25%) of the space available on the Bulletin Boards. Space for one (1) Bulletin Board shall be available at each work location.
- 12.2 The Union may use the City of Orlando computer e-mail system to correspond with employees regarding SEIU business and other information restricted to that outlined within paragraphs 12.3 and 12.4 of this article. SEIU messages sent or received via the City of Orlando e-mail system are to include only text information. File attachments should not be included. Message content may include Universal Resource Locator (URL) links to external web sites, documents or other information sources maintained by non-City entities. The City reserves the right to limit or restrict incoming data streams associated with any external information source, to protect the operational integrity of City of Orlando systems and/or networks.
- 12.3 Matter posted on the Bulletin Boards designated for use by the Union shall be signed by the Union Steward posting the information. All e-mail postings shall originate with the Union's business office and indicate the name of the Union representative responsible for the posting. All postings, whether on Bulletin Boards or by e-mail, shall pertain only to Union business or activities and are restricted to: notices of Union recreational and social affairs; notices of Union elections and results of such elections; notices of Union appointments and other official Union business; notices of Union meetings.
- 12.4 The Union or its representatives shall not post any materials which: a) are obscene or defamatory, b) reflect badly on the City, its officers, employees, or employee organizations, or c) which constitute political campaign materials or controversial subjects other than internal Union campaign materials.

- 12.5 All costs related to preparing Union materials will be borne by the Union. The Union is responsible for posting and removing approved material on the bulletin boards and for maintaining that material in an orderly condition.

### **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 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 dependant(s), or the hospitalization of such family members, without loss of pay or benefits. Personal leave shall begin to accrue from the first (1<sup>st</sup>) 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 their 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 their 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 a minimum of 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.
- C. Jeopardizing the health of co-workers due to exposure to a contagious disease.
- D. Care and attendance to a member of his 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 (4<sup>th</sup>) 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 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 their 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 work days 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 to 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.

## **Article 14**

### **BEREAVEMENT LEAVE**

- 14.1 In the event of a death in a non-probationary employee's immediate family, the employee will be granted, upon request, up to five (5) paid working days off not to exceed forty (40) hours. The five (5) working days will start at the employee's option on the day of death or the day following the day of death. In the event the funeral does not fall within the above-mentioned time period, and provided the employee did not use any Bereavement Leave benefit, or used less than the five (5) days of such benefit, the employee will be allowed to use the balance of Bereavement Leave days to attend the funeral.

- 14.2 Requests for Bereavement Leave extensions for immediate family members, using accrued personal leave time, shall not be unreasonably denied. Requests for personal leave time for the death of other family members not categorized as “immediate” also shall not be unreasonably denied.
- 14.3 All non-probationary employees shall be eligible to receive straight-time pay only for all regular hours that the employee would have normally worked during the Bereavement Leave period. The Division Manager may request that the employee provide satisfactory proof of death of the immediate family member. If a holiday occurs while an employee is on Bereavement Leave, the employee will receive compensation for the holiday only.
- 14.4 For purposes of this Article, "immediate family" is defined as the employee's mother, father, sister, brother, son, daughter, spouse or Domestic Partner (as further defined below), mother-in-law, father-in-law, grandparent or spouse's grandparent, grandchildren, stepfather, stepmother, stepchild, step brother, step sister, legal guardian or ward.

Domestic Partner is defined as an employee’s same-sex, live-in, companion whose name is on file with either the City of Orlando Domestic Partner Registry or the Orange County Domestic Partner Registry for at least 30 days before the Bereavement Leave is requested. For purposes of this Article, immediate family shall include the father, mother and grandparents of the employee’s Domestic Partner and any other relatives of the employee’s Domestic Partner hereafter included in City Policy & Procedure 808.11 (Bereavement Leave).

## **Article 15 HOLIDAYS**

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

January 1 .....	New Year's Day
Third Monday in January.....	Martin Luther King Day
Last Monday in May .....	Memorial Day
July 4 .....	Independence Day
First Monday in September .....	Labor Day
Fourth Thursday in November.....	Thanksgiving Day
Fourth Friday in November.....	Day after Thanksgiving
December 24 .....	Christmas Eve

December 25 ..... Christmas Day  
See Article 15.4 ..... Floater Holidays (3)

- 15.2 To qualify for Holiday pay, an employee must work the last scheduled shift before and the first scheduled shift after the observed Holiday, or itself, or be in a previously approved paid leave status or submit documentation of the absence, within forty-eight (48) hours of return, satisfactory to the employee's supervisor. Employees on extended workers' compensation shall not receive Holiday pay.
- 15.3 When a Holiday is observed on an employee's scheduled day off and the employee is required to work on that day, the employee shall be paid for the Holiday and for the actual hours worked. When a Holiday is observed on an employee's scheduled day off and the employee does not work on that day, the employee shall be paid for the Holiday only. If an employee is scheduled to work the observed Holiday and does not receive a day off in recognition of the Holiday at any other time during the same one (1) week work period, the employee shall be paid for the Holiday and any hours actually worked. Holiday hours not paid may be accrued as comp time at the employee's discretion. If the employee calls in sick, the employee shall be paid personal leave or sick leave pay only as appropriate.
- 15.4 An employee intending to take a floater holiday must notify the Division Manager at least twenty-four (24) hours in advance (excluding Saturdays and Sundays). A floater holiday may be taken on any day at the employee's discretion subject to approval of the Division Manager, based on work scheduling requirements. Floating holidays will be credited the first (1st) full pay period of the calendar year and may not be carried from one (1) calendar year to another. Newly hired bargaining unit employees will have their floater holidays prorated. Employees hired after January 1<sup>st</sup> of each year will be credited one floater holiday for every four (4) months of employment through the balance of the year. The four (4) months will start on the first of the month following employment. Floater holidays shall not be granted until the employee has completed the probationary period.
- 15.5 The purpose of Holidays is to grant employees a paid day off from their normal workweek. The observance of a Holiday may vary based upon the employee's actual work schedule. Employees scheduled to work the observed Holidays of Thanksgiving and Friday after Thanksgiving and Christmas Eve and Christmas Day will not be rescheduled during the same one (1) week work period to receive a day off in recognition of the Holiday, unless requested by employee and granted by management. During all other observed Holidays, as listed in 15.1, except floater holidays, if an employee is scheduled to work he will not be required, except for operational

emergencies, to change his scheduled shift or days off from those scheduled with less than five (5) calendar days advanced notice.

Holiday hours not paid may be accrued as comp time at the employee's discretion. The City will notify the Union at least thirty (30) days in advance of any changes to the scheduled Christmas holidays.

Employees in classifications of Community Service Officer, Crime Scene Investigator and Police Emergency Communications will observe the following holidays, New Years Day, Martin Luther King Day, Fourth of July and Christmas and three (3) floater holidays.

## **Article 16**

### **COMMERCIAL MOTOR VEHICLE OPERATORS**

- 16.1 Bargaining unit employees with job descriptions requiring the possession of a Florida Commercial Driver's License (CDL) Class "A" to "C" will be required to submit to an annual physical examination and meet the physical standards as prescribed by the Florida statutes 316.302 for Intrastate CDL Drivers and as may be amended by the State of Florida. Employees may be disqualified from operating City vehicles unless they are found to be physically qualified by the City's Occupational Health Services Provider. The Medical Examiner's Certificate will be valid for two years provided physical standards continue to be met.
- 16.2 Employees whose job descriptions require them to operate City vehicles shall also report to their Division Manager/Immediate Supervisor any suspension or revocation of license or any other change of license status or health condition which may affect their physical qualification to continue driving. Such report shall be made on the employees next working day. The Division Manager or designee shall report such license status or health condition changes to the City Risk Management Division Manager or designee. Failure to report such changes of license or health status will subject unit employees to disciplinary action up to and including termination.
- 16.3 A bargaining unit employee unable to meet the physical requirements for CDL driver as a result of an annual CDL driver's physical shall have the right to either lateral or downward movement to a vacant position within the same department, provided he/she is physically qualified to perform the job and still meets the current minimum qualifications for the job. The vacant position must be one the Department intends to fill. The Employment & Recruitment section of Human Resources will research all Department vacant positions and assist the employee in a citywide job search. The

employee who is found unable to meet the physical requirements for a CDL driver by the Occupational Health Services Provider will have ninety (90) days to find another position.

- 16.4 Bargaining unit employees moving into another job as stated in 16.3 will maintain their current rate of pay provided it falls within the range of the position moving into. If the employee's rate of pay is above the maximum, of the new range, the rate will be lowered to the range maximum.
- 16.5 If bargaining unit employee is referred to their personal physician for additional information as a result of a CDL driver's physical, the employee will be allowed to schedule and attend the appointment during working hours without having the time charged to personal leave. If a City physician refers an employee to a specialist or requests special testing as a result of a CDL physical, which is not subsequently covered by the employee health insurance carrier, the City will pay the cost, excluding co-payments.
- 16.6 Nothing contained in this article shall be construed to prevent the Department from requiring an employee to submit to a physical examination for fitness for duty determination at times other than an annual examination. If a City Physician refers an employee to a specialist or requests special testing as a result of a City physical, which is not covered by the employee health insurance carrier, the City will pay the cost, excluding co-payments.

## **Article 17**

### **LABOR MANAGEMENT COMMITTEE**

- 17.1 In order to implement and administer this Agreement, and to discuss issues which may impact future Agreement, a permanent standing Labor Management Committee shall be formed consisting of the Human Resources Division Manager and the President of the Union, or their designees, and three (3) representatives each of the City and the Union who shall personally sit on the Committee.
- 17.2 The Committee shall meet monthly on a regularly scheduled date, at times and locations mutually agreed upon, unless both the Human Resources Division Manager and the President agree to different arrangements. Either the Human Resources Division Manager or the President may call a special meeting of the Committee to deal with a specific issue on the basis of urgent need.
- 17.3 The Labor Management Committee shall have the following duties:

- A. To discuss issues of concern which shall be discussed and reported on by specific deadlines.
  - B. To train both Managers in the City and Members of the bargaining unit regarding the provision of this Agreement and their responsibilities hereunder, as well as good practice with respect thereto.
  - C. To identify areas of the Agreement which need clarification of language and meaning, and to discuss ways of streamlining and organization within the Agreement.
- 17.4 Union representatives shall be paid for their time served on the Committee at their regular rate of pay.
- 17.5 It is understood by the Parties that the Labor Management Committee is not to engage in Collective Bargaining. Rather, the Committee is to function on the basis of joint agreement and investigation into issues agreed upon by the Parties. However, joint decisions reached may be expressed in Memorandums of Understanding signed by the Parties.

## **Article 18**

### **SAFETY & HEALTH**

- 18.1 The City shall comply with federal, state and local legislation concerning safety, health, sanitation, and working conditions. The City and the Union shall cooperate in an effort to eliminate accidents and health hazards and shall comply with enforcement of provisions of the City's Risk Management Safety Plan. The Orlando Police Department Policy 1301.0 Blood borne Pathogens and Exposure Control Plan will remain applicable to those civilian job classifications named in this Plan.
- 18.2 Protective devices, wearing apparel, and other equipment necessary or required to protect the employee from injury shall be provided by the City. Such items may be improved from time to time by the City upon recommendations from the City's in-house safety representatives, the Union office, or the City's Risk Management Division Manager. Protective devices, apparel and equipment, when provided, must be used by the employee. An employee's failure to obey safety regulations or to properly use and maintain safety devices provided by the City shall be just cause for disciplinary action up to and including discharge. The City shall furnish replacement safety equipment if the worn or damaged equipment is returned to the City.
- 18.3 The City shall reimburse employees for lost or damaged personal prescription glasses/contact lenses and watches resulting from work related injury or accidents. Any

such repairs or replacement for prescription glasses/contact lenses shall not be paid more than once a year and may not exceed One Hundred Twenty-Five Dollars (\$125.00). Repairs or replacement of watches shall not exceed one hundred dollars (\$100.00). Payment shall not be made for loss or damage to these items resulting from carelessness, neglect or horseplay. Any claim for loss or damage shall be initiated by filing the City's Accident and Injury Report, for review and determination by the Risk Management Division. Proof of purchase or repair must be submitted prior to reimbursement.

- 18.4 The City agrees to provide uniforms to employees required to have them in accordance to the current Department or Division policy regarding item issue. These uniforms are required to be worn by the employee. The City agrees to replace uniforms, if necessary, after inspection and determination by management. Employees, upon request, shall return used items upon replacement issue.
- 18.5 If an employee is transferred or otherwise leaves the department which furnished the uniforms or safety equipment, the employee shall promptly return all uniforms and safety equipment to that department or pay for missing equipment or uniforms.
- 18.6 Bargaining Unit employees who are required to wear safety shoes shall wear safety shoes complying with the minimum American National Standards Institute (ANSI) safety criteria. Newly hired employees, subject to safety shoe requirements, will have to supply their own safety shoes while on their probationary period. Upon completion of the probationary period, employees will qualify for safety shoes as provided here in. The City shall reimburse employees or directly pay the City's contracted safety shoe vendor the cost of employee safety shoes not to exceed one hundred and sixty dollars (\$160.00), in any fiscal year, October 1st to September 30th. Those employees working with or as part of Solid Waste task force, Wastewater crews and Concrete crews shall be reimbursed or the City directly pay the City's contracted safety shoe vendor the cost of employee safety shoes not to exceed one hundred eighty dollars (\$180.00), in any fiscal year, October 1st to September 30th. Should an employee elect to repair his existing safety shoes in lieu of purchasing new ones, the City will provide up to Forty Dollars (\$40.00) for said repairs no more frequently than every four (4) months. Employees who purchase safety shoes through the City's contracted safety shoe vendor and do not exceed the applicable maximums stated above (\$160.00 or \$180.00) may purchase work socks, insoles, or other podiatric devices through that vendor, up to the applicable maximum. Employees failing to wear safety shoes where required during work hours may be subject to appropriate discipline, up to and including discharge.

- 18.7 The City shall provide a uniform shoe allowance of up to eighty-five dollars (\$85.00) to employees working as Police Emergency Communications Specialists, Police Emergency Communications Shift Supervisors, Crime Scene Investigators, Crime Scene Supervisors, Community Service Officers, Community Service Officer Supervisor, or Forensic Photographers and to those uniformed employees working in OPD Property & Evidence and Supply Sections. This allowance is payable once in the second paycheck in October.

## **Article 19 JURY DUTY**

- 19.1 Employees shall be authorized time-off with pay for Jury Duty after submitting appropriate evidence of the summons notice to the immediate Supervisor within a reasonable amount of time after receipt of the notice but no later than twenty-four (24) hours in advance of the Jury Duty date. The employee shall be paid for scheduled Jury Duty falling within the employee's scheduled work hours. Employees working other than a normal day shift (8:00 a.m. – 5:00 p.m.) will have their schedule changed to the day shift, schedule permitting, provided he is selected to participate as a juror in a case extending more than one (1) scheduled workday.
- 19.2 If an employee is released from Jury Duty four (4) hours or more before the end of the employee's scheduled shift or actual task for that workday, the employee shall report to his work site within one and one-half (1½) hours after being released, or as an alternative call his supervisor, request and be granted Personal Leave for the balance of the shift.
- 19.3 An employee who is not a plaintiff or defendant in a case, and is required to attend a civil or any other legal proceeding as a result of his employment with the City, shall be granted excused absence with pay and the payroll sheet marked J.P. (Judicial Proceedings). Employees shall use their own accrued Personal Leave time for subpoenas relating to personal, family matters or any off duty civil or criminal legal matters as a plaintiff, defendant or witness.

## **Article 20 VOTING**

During a primary or general election, an employee who is registered to vote and whose hours of work do not allow sufficient time for Voting shall be allowed necessary time off with pay for this purpose. If the polls are open two (2) hours before or two (2) hours after the employee's regularly scheduled work period, sufficient time for voting shall be deemed to exist.



## Article 21 HEALTH AND WELFARE

21.1 The City shall furnish basic flexible core benefits to Bargaining Unit employees as follows:

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, less employee-only Social Security disability income offset
Health Insurance	HMO Plan (Individual)

The City will defray the following percentage per month of the cost of health insurance coverage:

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

However, the City will continue to pay 100% of the Employee-Only HMO coverage premiums through December 31, 2013.

Receipt of said benefits is in accordance with the underlying insurance contracts and Cityflex Plan. 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 September 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 by October 1st preceding the calendar year in which the change would become effective for a final resolution.

- B. It is recognized that during the term of this Agreement, the City may secure a different health insurer, become self-insured, or be subject to federal or state legislative mandates involving insurance coverage and payments. Should this occur, the City shall make every reasonable effort to provide comparable coverage in terms of medical benefits and employer costs. If such comparable coverage and costs cannot be accomplished to the satisfaction of the Union and the City, these benefits shall be subject to renegotiation. Any committee formed during the term of this Agreement to evaluate group health insurance shall include a Union member.

21.2 Benefits upon retirement:

- A. Bargaining Unit employees who retire shall be provided with Three Thousand Dollars (\$3,000) of permanent life insurance at no cost to the retiree.
- B. Eligibility for City-provided health insurance benefits for retirees shall be in accordance with the current City Policy and Procedure Section 808.51 (City Payment of Retiree Health Insurance), which is incorporated by reference.  
  
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. Bargaining unit employees are eligible to participate voluntarily in the Retirement Health Savings Program.
- C. Eligible retirees hired prior to January 1, 2006, shall receive a contribution toward their post-employment health insurance premium based upon the employee's credited pension service at the time the employee terminates active employment or ceases long-term disability status, as follows:.

Schedule of City Health Insurance Premiums

<u>Credited Years of Pension Service</u>	<u>Percentage City Contribution</u>
20 or more .....	100%
15 but less than 20 .....	75%
10 but less than 15 .....	50%
Less than 10 years .....	0%

Those on long-term disability under the City's LTD program will receive one hundred percent (100%) of the City's contribution, regardless of service. This

amount 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 are required to make timely application for Medicare. LTD recipients who elect a lump sum 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 age and service requirements as indicated.

- 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. Payment of the benefit commences at the time the employee retires or terminates and requests group insurance coverage.
- 2) Those who interrupt group health insurance coverage after commencing coverage as a retiree, or who delay receipt of an immediate pension benefit after ceasing work with the City, are subject to any existing proof of insurability requirements before they can reenter/or enter the group plan.
- 3) Retirees are responsible for the full-cost of any group dependent coverage they may elect. Dependent coverage must be the same type as the retiree's (e.g., POS, HMO).
- 4) Retirees must agree to payroll deduction of premium payments from their 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 Division. 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.

## **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 found in Appendix "A" of this contract.

- 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. Prior written disciplinary actions will remain as the basis for progressive discipline if taken within the previous six (6) month period. The effectiveness of a written disciplinary action will be for a period of six (6) months commencing with the date it was last referred to in the formal disciplinary process. Prior suspensions will remain effective for a period of twelve (12) months for the basis of progressive discipline. Oral warnings shall normally be effective for a period of ninety (90) days.
- 22.3 Progressive disciplinary action (oral warning, written reprimand, suspension without pay, demotion, and termination) will be followed in accordance to City Policy 808.20 (Disciplinary Action) based on the committed infraction. 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 warrant suspension, demotion or discharge at that time.

**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 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 while continuing to work. 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 threats of harm 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) Conduct off duty that breaches the employee's trustworthiness and/or effectiveness to perform the essential functions of the job.

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

22.4 In relation to Article 22.3, 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 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.

22.5 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.

#### 22.6 **Mutual Resolution of Misconduct Investigations**

- A) An employee under investigation for misconduct may request, at any time until a disciplinary memorandum has been issued, 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. .

## **Article 23**

### **SENIORITY/LAYOFF/RECALL**

- 23.1 City seniority shall be understood to mean total time of service from the employee's date of hire or adjusted hire date, if any. City Seniority shall determine an employee's leave accrual, service awards, longevity payments, and pension service credit. An employee may have an adjusted hire date created based upon having in excess of eighty (80) hours unpaid leave of absence in any fiscal year or upon receiving credit for prior City employment under the terms of the General Employee Pension Plan.
- 23.2 Classification Seniority shall be understood to mean the length of service in a specific job classification, as listed in Appendices B, C & D of this agreement.
- 23.3 Appropriate Classification Seniority and City Seniority shall be factors considered when making promotions within Bargaining Unit job classes.
- 23.4 City Seniority shall be a primary factor in shift and workday schedule assignments within the established workweek provided that staffing levels and the distribution of experienced personnel are met.
- 23.5 City Seniority within job titles that have equivalent job responsibilities, skill requirements and minimum qualifications shall be used for all matters related to layoff and recall.

Veterans Preference – For the purposes of layoff and recall, but not for any other purpose, City seniority shall be augmented by one year (365 days) for those employees who qualify under Section 295.07, Florida Statutes, as amended, for preference in employment retention and by an incremental one year (365 days) for those employees who qualify as disabled veterans under Section 295.07, Florida Statutes, as amended. It is the responsibility of preference eligible employees to ensure that their personnel files properly reflect their status.

23.6 Employees shall lose their Seniority as a result of the following:

- A. Resignation.
- B. Retirement.
- C. Termination for disciplinary reasons.
- D. Layoff exceeding twenty-four (24) months.
- E. Failure to report, to the Human Resources Department, their intention of returning to work from laid-off status within ten (10) calendar days of receiving any recall notice sent pursuant to Article 23.8 A.
- F. Failure to return from Military Leave within the time limits prescribed by law.

23.7 Layoff Procedure

A. Notification

Management will make every reasonable effort to notify the Union sixty (60) days but no less than thirty (30) days in advance of a pending layoff action of employees covered by this agreement. Within five (5) days of the notification of the layoff action to the Union, the parties will meet to discuss the layoffs and possible options to such an action.

Bargaining unit employees not on an initial probationary period who are laid-off will receive a minimum of one month's severance pay.

B. Order of Layoff

When the City determines it necessary to lay off employees in any classification covered by this agreement, the following order of lay-off shall apply:

1. Temporary, Seasonal, Probationary or other non-permanent status employees performing the same job duties as SEIU employees serving in the same class.



Temporary and initial probationary employees will be laid off first in any affected classification within any department and shall not have recall rights.

2. Permanent employees

Permanent employees will be laid off in the inverse order of their length of City seniority within job title for each department that has the same job responsibilities and skill requirements. In the event two or more employees affected have the exact same amount of service in the classification, the employee with the most consecutive years of City seniority will be deemed to be the senior employee. In the event two or more employees affected have the exact same amount of City Seniority, the employee with the lowest last four (4) digits of their Social Security number will be deemed to be the senior employee, except in those instances where a different method was used to determine seniority ranking for employees hired before October 1, 2004.

C. Bumping

- 1) A permanent employee who loses his position as a result of a layoff in his Department Classification shall have the right to either lateral or downward movement to a classification in his job progression ladder or any job within the City, which was previously held, provided he/she has greater City seniority than the employee being displaced and had at least one (1) year of employment in that position. The employee bumping into a previously held position must still meet the current minimum requirements of the position bumping into. The displaced employee should have the least amount of City Seniority in that Classification.
- 2) No employee shall have any right to bump down or laterally move to a job classification in which he was never employed nor held permanent status in said classification.
- 3) Employees bumping down or laterally moving to other classifications outside of their current Division as a result of a lay off situation will serve a ninety (90) days probationary period in the job moving to. Employees bumping to positions previously held within the same Division do not have to serve a probationary period.

- 4) Employees bumping down into a previously held position will maintain their current rate of pay provided it falls within the range of the position moving into. If the employee's rate of pay is above the maximum of the new range, the rate will be lowered to the range maximum.

D. Employees affected by any layoff action may:

- 1) Exercise the option of accepting the layoff and be removed from the active payroll or,
- 2) Accept a one-time option per Reduction In Force (RIF) to bump down to a position, in a previously held classification, or in a lower classification in their job progression ladder, City Seniority permitting and provided the employee meets the minimum service requirement for bumping down to that classification.
- 3) Any employee who is laid off and accepts a bump-down position and who subsequently decides not to continue in the position will be considered to have resigned.
- 4) A displaced employee bumping down to a previously held job classification shall be assigned to a vacant position in that classification if a Department intends to fill it before bumping an incumbent employee from that classification. If the employee declines to accept the assignment, the employee shall be immediately placed on lay-off.
- 5) Displaced employees applying for vacant positions in classifications not previously held, but who are qualified for these positions, shall be placed in these positions based on City Seniority with the approval of the hiring authority.

### 23.8 Recalls

- A. Current employees laid-off or who are working in a lower classification as a result of a bump down, shall retain recall rights for twenty-four (24) months to the classification from which they were originally laid off or reassigned. Laid off employees recalled within these twenty-four (24) months shall have seniority restored based on adjusted date of hire. If re-employed after twenty-four (24) months, the provisions of City Policy 808.37 will apply. Laid off employees hired prior to 1/1/06 and recalled within the twenty-four (24) months shall be eligible for

City payment of retiree health benefit in effect either at the time of recall or what was prior to 1/1/06 based on credited years of pensionable service.

When employees are recalled from layoff, those with the greatest City Seniority for the vacant classification shall be recalled first.

Recall to laid-off employees will be made by certified mail, return receipt requested, to the last address as shown in the Employer's records.

- B. Within ten (10) calendar days of the certified receipt date, laid-off employees must convey their intention of accepting the job and returning to work to the Human Resources Division or forfeit their seniority and recall rights.
- 1) Recall will be offered to laid-off employees provided they are qualified to perform the essential functions of and meet the qualifications for the job. A recalled employee must be available to return to work within two (2) weeks of receipt of notification of recall. If the member is unable to return, due to a documented physical or mental condition, the City will proceed to the next person in line per seniority, or post the position if no one else is on the recall list. A recalled person unable to return to work due to a documented physical or mental condition will be removed from the recall list until the individual notifies the City and provides documentation that he/she is able to perform the essential functions of the position. This process is only available during the recall period. Once the person provides the City appropriate notice and documentation of ability to return to work they will be placed back on the recall list based on order of seniority.
  - 2) The City reserves the right to require a physical examination prior to any recalled employee being placed back on the active payroll.
  - 3) Upon recall to fill vacancies in their laid-off classification, employees shall receive the same hourly rate they held at the time of layoff and, in addition, any negotiated increase that may be applicable.
  - 4) No probationary period will be required for recall to the position held at the time of the Reduction In Force (RIF). Recalled employees will serve a ninety (90) day probationary period if recalled to a position not previously held.

23.9 Seniority for all other purposes shall be in accordance with City Policy and Procedure, Section 808.37, as currently written or amended.

- 23.10 Current employees laid off after ratification of this contract, shall be allowed to apply for “City Employee Only” posted positions provided the employee meets the current minimum qualifications for such positions, and is named on a Reduction In Force (RIF) list within a previous twenty-four (24) month period.

## **Article 24 JOB VACANCY**

- 24.1 Notice of a vacant position in a classification covered by this Agreement and for which an eligibility list doesn't exist, shall be posted for a period of five (5) working days on appropriate City bulletin boards and electronic devices (i.e., City's official Internet website, City's Intranet System, Telephone Job Line) for purpose of creating an eligibility list of applicants. If an employee is on approved leave during the entire posting period and has missed the opportunity to apply for the vacancy, then the employee may submit a bid to the Human Resources Division within three (3) working days after the closing period of the vacancy. Any like vacancy, which occurs within thirty (30) days following the posting may be filled from the eligibility list generated by the original classification vacancy posting. Some job vacancy announcements may be limited to specific Divisions or Sections based on the availability of qualified candidates within these respective work forces and the level of skills required by the position. Any employee who has completed his initial probationary period may apply in writing to the Human Resources Division for consideration before the closing date of the job announcement.
- 24.2 All vacancies shall be filled from the eligibility list of applicants on the basis of best qualified as determined by the hiring authority. For vacancies advertised to be filled by City applicants only, and where skills, qualifications, and work history are substantially equal, the City will give first consideration to place the senior City employee applicant into the position. Some vacancies are filled from permanent eligibility lists and individual vacancies are not posted. In such cases, Bargaining Unit employees may submit their application at any time. Qualified applicants will be added to those permanent lists.
- 24.3 Employees initially employed by the City shall be placed on a six (6) month probationary period – except OPD Community Service Officers and Emergency Communications Specialists, who shall be placed on a one (1) year probationary period – unless extended by management for a period not to exceed ninety (90) days. The City may, at its sole discretion, discipline or terminate any probationary employee during any portion of the probationary period, including extensions thereof. No matter concerning the

discipline, layoff or termination of a probationary employee shall be reviewable under the grievance or arbitration procedure.

- 24.4 An employee promoted from one (1) classification to another shall be placed on a six (6) month probationary period in the new classification, except that a three (3) month probationary period shall apply when an employee is promoted to an Appendix "C" position outside of the OPD. (Note: A three (3) month probationary period shall apply to Staff Assistant and Administrative Assistant positions at OPD.) If the employee is removed from the new position during the probationary period, the employee shall be returned to the former position without loss of seniority or other benefits at the former pay and shall not serve a new probationary period, provided a vacancy exists in that position. If no vacancy exists in the previously held position, but other vacancies are available within the same job classification and the employee meets all criteria of the position requirements, the City will make every effort to place the employee in another vacant position with the consent of the appropriate hiring authority. Employees placed in a position not held previously shall serve a probationary period in accordance with provisions of any applicable collective bargaining agreement.
- 24.1 Employees in a probationary status when a wage increase applies to non-probationary employees in the bargaining unit will be eligible to receive the increase during such probationary period, except that new hires in an initial probationary period will become eligible for such increase upon completion thereof.
- 24.5 Employees who are promoted and then terminated during resulting probationary periods may seek review of the termination through the grievance procedure established in Article 10 of this agreement.

## **Article 25**

### **WORKING OUT OF CLASSIFICATION**

- 25.1 An employee required by management to work out of classification in a higher non-Civil Service position at least half of an assigned shift 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 his 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 Division 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 his 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, by authorized personnel on-line Form by going to the City of Orlando Intranet page, Payroll Forms & Info. Working Higher Class Adjustment. This form is to be submitted to the Human Resources Division by 5 PM on Friday.
- 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 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 their 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).

## **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 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, Crime Scene Investigators, Police Emergency Communications Specialists, those assigned to OPD Supply and their non-exempt supervisors shall accrue up to one hundred twenty (120) 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 their 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 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, Tinker Field or Florida Citrus Bowl, 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 their 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.

## **Article 27 PREVAILING RIGHTS**

The City agrees that all terms and conditions of employment presently enjoyed by the employees in the Bargaining Unit and listed in the City's Policy and Procedures manual, except as changed by this Agreement, are hereby protected. Any change to these terms and conditions of employment will give the Union the immediate right to collectively bargain the impact of such change.

## **Article 28 PENSION AND RETIREMENT**

- 28.1 The City shall continue funding the Defined Benefit and Defined Contribution Pension Plans. The City agrees that the current pension benefits shall not be reduced during the term of this Contract. Specific provisions for all pension benefits are found in the completed plan documents.
- 28.2 Bargaining Unit members, who continue to participate in the Defined Benefit (DB) Pension Plan, will continue to contribute an amount of their pensionable income as provided by the plan. The current contribution is four and eighty-eight hundredth percent (4.88%) of pensionable income and is subject to periodic actuarial review up or down based upon the terms of the plan's amendments. During the term of this agreement,

there will be no change in the contribution amount based upon an actuarial review of previous plan amendments.

- 28.3 Bargaining Unit members hired on or after October 1, 1998, shall be participants in the Defined Contribution (DC) Pension Plan. Defined Contribution Pension Plan participants may elect to contribute up to three percent (3%) of their pensionable income to the DC Pension Fund. All pension plan participant contributions will be deducted from each paycheck.
- 28.4 Earnings for pension purposes, regardless of plan participation, (DB or DC) means base pay, shift differential, longevity, sick leave, personal leave, holiday pay, compensatory time and working out of class pay. Earnings do not include lump sum payments for leave, or bonus payments, or as otherwise are excluded by the Plan. No more than two thousand eighty (2,080) hours of pay shall be credited in any plan year.
- 28.5 In the event changes to benefits contained in the City's Defined Benefit (DB) Pension Plan are proposed by the plan's Pension Advisory Committee, all eligible participants of the DB Pension Plan will be allowed to vote on whether or not they approve those benefit changes and costs. All voting would be conducted in accordance with procedures developed by the Pension Advisory Committee. Any changes recommended by the members voting are subject to final approval of the Orlando City Council sitting as the Pension Plan's Pension Board.
- 28.6 Two members of the Union shall be appointed as representatives on the Pension Advisory Committee (PAC) of the General Employees' Pension Plan. A proportionate number of Union representatives shall also be appointed by the Union to any new advisory body that might be created. PAC members will be granted time-off with pay to attend regularly scheduled PAC meetings. Furthermore, these members may be provided time during their regular working hours to meet with Bargaining Unit members to discuss plan changes referenced above. Such time is to be requested and must be approved by the Human Resources Division Manager.

## **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 their initial probationary period and seek to improve their 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 Division 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 \$1,400 for employees in permanent full time positions and up to \$700 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.

### **Article 30**

#### **SHIFT DIFFERENTIAL**

- 30.1 Only positions designated by the Human Resources Classification and Pay Section, and approved by City Council as eligible Shift Differential positions, can receive differential pay.
- 30.2 In order to be designated and approved as a Shift Differential eligible position, more than half of the regularly scheduled non-overtime, daily hours of work must fall between 5:00 p.m. and 7:00 a.m. In such cases, the employee will receive Shift Differential for all regular hours actually worked that day. Shift Differential shall apply to overtime hours only when hours are worked by an employee in his, or another authorized differential eligible position.
- 30.3 Employees who are eligible for Shift Differential shall be paid \$0.90 per hour in addition to their normal hourly rate of pay:
- 30.4 Employees normally working during the day that are required to adjust their schedule to work at night as requested by the City, will receive Shift Differential for all hours worked during that night shift. This provision is applicable provided the majority of the night shift hours worked fall between 5:00 p.m. and 7:00 a.m.
- 30.5 Employees in shift differential eligible positions assigned to shifts covering twenty-four (24) periods who are required to work overtime between 5:00 p.m. and 7:00 a.m. shall be entitled to shift differential pay for the hours worked between that time.

- 30.6 Eligibility for, designation of, approval of, and all other matters regarding Shift Differential shall be according to the City Policy and Procedure, Section 808.10.

## **Article 31 EXTRA TIME PROVISIONS**

### 31.1 Call Back Time (Non-Exempt Employees)

Call Back pay is provided to compensate employees required to return from home to work on an unscheduled basis after completing regularly scheduled hours of work. An employee shall be paid for all hours worked, but shall be guaranteed the equivalent of a minimum of four (4) hours of pay at straight time.

Employees working in Technology Management called to perform work from home utilizing City issued equipment shall receive the minimum of four (4) hours of pay at straight time after the first twelve (12) minutes.

The four (4) hour minimum guarantee shall apply only to the first call out in each twenty-four (24) hour work period, beginning at 12:00 midnight and continuing for the following twenty-four (24) hours. Any additional call back in a twenty-four (24) hour period will not be subject to the four (4) hour minimum and the employee will be paid for hours actually worked.

### 31.2 Standby Duty (Non-Exempt Employees)

- A. Standby Duty time is defined as periods of time in which the employee is assigned and scheduled by the Division Manager, or designee, to be readily accessible by telephone or other mechanical or electronic device. The employee is not performing actual work but could respond to perform actual work if the need arises. Whenever an employee on standby is not available by electronic device, he shall make known to the Division his whereabouts during Standby Duty time. In the event any employee who is on Standby Duty fails to respond to a call to work, he will forfeit his standby pay.
- B. Such standby time is not considered time worked and shall be paid at the rate of two-tenths (2/10) of one (1) hour for each hour of standby duty in addition to actual hours worked when called out. Standby pay shall not be paid during hours paid for working.

### 31.3 Reporting Time

Employees scheduled for work and who report for work on time and due to inclement weather or other circumstances beyond their control are unable to perform their duties shall be paid for four (4) hours straight time.

## **Article 32 PAY PLAN**

- 32.1 Base wage ranges for each bargaining unit employee in job classifications contained in Appendix B, C or D of this Agreement shall be as listed in Appendix E of this Agreement.
- 32.2 Effective with the pay periods that begin September 29, 2013, September 28, 2014 and September 27, 2015,, the base pay rate of each bargaining unit employee in job classifications contained in Appendix B, C or D of this Agreement will be adjusted in an amount equal to 2% of the employee's base pay rate immediately prior to such adjustment. If such adjustment would result in a computed pay rate over the maximum of the applicable wage grade, the maximum will apply and any remaining difference will be paid in the form of a pensionable lump sum.
- 32.3 The City agrees to pay all new hire Bargaining Unit employees at the minimum of the wage grade for their 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 Division Manager 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).
- 32.4 All employees in the Bargaining Unit shall be paid on a bi-weekly basis. Effective June 30, 2014, all employees covered by this agreement are required to be participants in either Direct Deposit or a Pay Card program to be implemented by the City.
- 32.5 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 pay period (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.
- 32.6 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.
- 32.7 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.
- 32.8 Promotions and demotions to or from the unit shall be in accordance with the City Policy and Procedure manual.
- 32.9 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.
- 32.10 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 his CDL license.
- 32.11 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.
- 32.12 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 /experience, certification and /or licensure, and working conditions to determine appropriate salary. Such requests are to be submitted to the Human Resources Division Manager in February of each year and will be subject to the same review process as department-originated reclassification requests.

### **Other Pay**

- 32.13 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 each day they perform the duties as a Field Training Officer or Field Training Officer Supervisor.
- 32.14 OPD civilian employees appearing in the legal process in their off duty hours as a result of subpoena from exercising their City duty and responsibilities, will, when actually appearing for the process receive a minimum of two and one half (2.5) hours straight pay or compensatory time. This two and one half (2.5) hours 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.
- 32.15 Building inspectors with certifications/licenses not required by their 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 Division Manager.

### **Article 33 LONGEVITY PAYMENT**

An annual Longevity Payment based on length of service will be paid to current, full-time, eligible employees during the month of October. Eligible permanent part-time employees will receive fifty (50%) of the full-time benefit. The length of service will be determined on October 1st of each year, based upon the employee's date of hire or adjusted date of hire, whichever is earliest. The following schedule of payment will be used, unless increased as amended in City Policy and Procedure regarding this payment provision.

#### **LONGEVITY PAYMENT**

Years of Service .....	Amount
0 through 4 years .....	\$. 0
5 through 9 years .....	\$ 400
10 through 14 years .....	\$ 700
15 through 19 years .....	\$1,000
20 through 24 years .....	\$1,200
25 and over .....	\$1,500

## **Article 34**

### **SUBSTANCE ABUSE CONTROL**

34.1 Both parties to this Agreement acknowledge the importance of establishing and maintaining a drug free work place and complying with all federal, state, and local legislation and regulations related to drug use, especially the Federal Drug Free Work Place Act of 1988 and Comprehensive Economic Development Act of 1990 (440 F.S.). In this regard, the City has full right to establish drug training, drug avoidance programs, drug testing and drug policies, as permitted under the law, to preserve a drug free work place. The standards to be used for employee drug testing will be in accordance to generally accepted National Institute of Drug Administration (NIDA) toxicology standards.

A. Drug and/or alcohol testing will be conducted in the following situations:

- 1) For employees contractually required to receive annual physicals, e.g. for those employees who are required to possess a commercial drivers license (CDL) and/or regularly operate City vehicles including light, medium, and heavy equipment.
- 2) For employees voluntarily transferring interdepartmentally.
- 3) Whenever an on-the-job-injury occurs and it is suspected drugs or alcohol was used by the employee to the extent it could have impaired his normal faculties.
- 4) Reasonable suspicion-testing, as defined under the conditions and procedures in Policy and Procedures, Section 808.4, Drug Testing Policy.
- 5) Scheduled and random testing for those individuals undergoing drug or alcohol rehabilitation. Such testing will not extend beyond twenty-four (24) months from the last positive test.
- 6) Employee returning from an extended absence from work or reinstated after sixty (60) or more consecutive calendar days.
- 7) Any testing as required by law

B. Violation of the City's drug testing program may result in disciplinary action ranging up to termination of employment, and may include required participation in a drug abuse assistance or rehabilitation program, as may be determined pursuant to the City's Policies and Procedures, 808.4. upon a first positive drug



test, an employee permitted to enter into a Return to Work Agreement who follows all guidelines, terms and conditions of the required treatment program may be allowed to return to his safety sensitive job duties after the first negative test and upon recommendation of the Department Director, treating professional and approval by the Human Resource Division Manager.

- C. The City will make every reasonable effort to schedule routine or required drug testing in order to avoid redundant testing of employees who are not under a Continued Employment Contract for Substance Use.

#### 34.2 Drug Free Work Place Statement of Policy

- A. The City intends to maintain a drug free work place. The unlawful manufacture, distribution, dispensing, possession or use of a controlled substance by an employee on any of the City's premises or facilities, or while in any City vehicle, is strictly prohibited. For purposes of this Statement of Policy, the term "controlled substance" means a controlled substance in Schedules I through V of Section 202 of the Controlled Substances Act (21. U.S.C. 812), and as further defined at 21 C.F.R. 1308.11 through 1308.15.
- B. As a term and condition of employment with the City, all employees must:
  - 1) Abide by the terms of this Drug Free Work Place Policy; and
  - 2) Notify the City within five (5) days of any conviction of a drug violation.

### **Article 35 EMERGENCY CONDITIONS**

If the Mayor, or the City official or employee designated to act on the Mayor's behalf determines, in his or her sole discretion, that civil emergency conditions exist, including but not limited to riots, civil disorders, hurricane conditions, or other emergency conditions, the provisions of this - Agreement may be suspended by the City for the duration of the declared emergency; provided, however, that wage rates and monetary fringe benefits shall not be suspended. The Union retains the right, however, to grieve within ten (10) days of the cessation of emergency conditions the effects of any suspension of Contract provisions. The City will cooperate with the Union in identifying potential emergency training available for employees designated by Division Management to respond to emergency situations.

## **Article 36**

### **WAIVER OF RIGHT TO BARGAIN FOR DURATION**

During the negotiations, which resulted in this Agreement, both the City and the Union had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining. The understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, for the duration of this Agreement, unless specifically provided otherwise, the City and the Union voluntarily and unqualifiedly waive the right to bargain, and agree that neither shall be obliged to bargain collectively with respect to any subject or matter even though such subject or matter may not have been within the knowledge or contemplation of either or both parties at the time that they entered into this Agreement. Both parties, however, may mutually agree to enter into Memorandums of Understanding deemed necessary to clarify or enhance the administration of this Agreement.

## **Article 37**

### **DURATION**

- 37.1 This Agreement shall take effect October 1, 2013, subject to ratification by the Union and approval by City Council and shall continue in full force and effect until midnight, September 30, 2016, and shall supersede the current collective bargaining agreement between the parties.
- 37.2 During the term of the agreement either party may reopen up to two (2) non-economic items, not necessarily at the same time, by serving written notice upon the other, in which case the parties will engage in collective bargaining on the issue(s) within thirty (30) days after receipt of such notice.
- 37.3 In order to renegotiate this Agreement; written notice shall be given by either party, not less than ninety (90) days prior to the expiration date.
- 37.4 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 Human Resources Division Manager, P.O. Box 4990, Orlando, Florida 32802-4990; and such notice by the City shall be addressed to SEIU Florida Public Services Union, 1200 Hillcrest Street, Suite 101, Orlando, Florida 32803.

## **APPENDIX A UTILIZATION OF LEAVE – POLICY**

### **GENERAL INTENT**

Reliable attendance is a key job requirement. All absenteeism and lateness are disruptive to the workforce. Even proper requests for Scheduled Leave that are made when workloads are particularly heavy may be problematic. Supervisors and their employees need to cooperate as much as possible to accomplish the work of the City, yet meet the employees' needs. Unscheduled absences, whether paid or unpaid, may reach a point where they become excessive. Under these circumstances, an employee may receive progressive discipline, up to, and including termination.

### **SCHEDULED LEAVE:**

(Medical appointment, vacation, personal business, etc.) To be considered scheduled, leave must be requested and approved in accordance to the established policy of the employee's department or division. Requests must be presented to an employee's designated supervisor to be considered valid. Scheduled leave shall be paid if the employee has appropriate accrued leave and supervisory approval has been obtained. Supervisory approval of scheduled leave shall not be unreasonably denied; however, the needs of the working unit must be met before leave approval will be granted. If the Supervisor denies requested scheduled leave, the employee must report to work.

### **UNSCHEDULED LEAVE:**

All unscheduled leave excluding documentation signed by a Doctor excusing the employee from work is considered actionable: explanation or documentation as determined appropriate by the Program Manager or designee associated with the reason for unscheduled leave must be provided, and eligibility will be determined on a case by case basis. Except for extraordinary reason, all leave should be scheduled. Leave will be considered unscheduled in the event an employee fails to provide the necessary notice as stated above. An employee may be required to provide documentation as to the reason why the absence was necessary, depending on the circumstances of the absence. The employee will be asked if the unscheduled leave is related to a Family Medical Leave event. In cases of Family Leave, a certification of Health Care Provider form will need to be submitted by the employee. In order to receive pay for an unscheduled absence, an employee must call his designated supervisor no later than fifteen (15) minutes after the start of the assigned shift. Employees who call in after that period of time may be charged with an "Unexcused Absence" and may not be paid for the day. Absences which are infrequent, and demonstratively beyond the control of the employee will be reviewed on a case-by-case basis and may be considered non-actionable for disciplinary purposes. In these circumstances, an

employee may elect to use personal leave to cover the time absent from work.

An employee who has two (2) unscheduled actionable absences in a 30-day period will receive an oral counseling. Following the fourth actionable unscheduled leave occurrence in any 365-day period, an employee will be reminded that if the pattern of absenteeism continues, they may be designated an “excessive user”. If the four (4) unscheduled actionable absences occur in a 90- day period, the employee will receive a written reprimand.

Furthermore, following the seventh occurrence of actionable unscheduled leave in any 365-day period, the employee will receive a written reprimand and will be designated as an “excessive user”. For any future occurrence of unscheduled leave in the ensuing 180 days, the employee must provide documentation justifying the need for the unscheduled leave, satisfactory to the supervisor, within two (2) workdays after returning to work in order for the employee to be paid. This documentation may include, for example, a doctor’s signed confirmation of a treatment and the need for the employee to be off, a repair shop bill or other documented details of the event, giving rise to the need to be off.

Upon being designated an “excessive user”, an employee may be terminated if the employee incurs two (2) undocumented or four (4) unsuitably documented unscheduled leave occurrences within 180 days of receiving the written reprimand.

If an employee completes the 180-day monitoring period without further unscheduled absences, the “excessive user” designation will be repealed. An employee may be returned to the “excessive user” status if the employee again exceeds six (6) occurrences of actionable unscheduled leave in any 365-day period. Occurrences, which took place prior to the 180-day monitoring period, shall not be included in any subsequent “excessive” user determination.

**TARDINESS:**

Tardiness in arriving to the job may not be considered an unscheduled leave occurrence. Tardiness will be based on the policy established by the employee’s department or Division based on their regularly scheduled start time. Tardiness will be reviewed on a case-by-case basis and may not be charged against the employee if the occurrence is infrequent and a legitimate reason or suitable documentation has been provided. (Example: Traffic accident causing delay, auto breakdown, emergency where supporting documentation is provided). Repeated tardiness may result in disciplinary action in accordance with the City’s Policy and Procedure 808.20.

**EARLY RELEASE:**

A request to leave work early provided the employee works at least two (2) hours of the shift will not count as an unscheduled occurrence if it has been requested of and approved by the employee’s supervisor as designated by the Division. Failure to receive such approval, and abandoning the job, will result in the denial of pay and disciplinary action will be taken against the employee. Excessive requests to leave work early may be rejected or subject to supervisory review of appropriate documentation supporting the need for the release.

**UNREPORTED ABSENCE:**

An employee who fails to call in within fifteen (15) minutes after the start of the assigned shift to seek approval for an unscheduled absence may not be paid and could be subject to disciplinary action. Failure to call in or satisfactorily explain an absence in excess of three (3) consecutive workdays will be considered job abandonment and cause for immediate termination.

**DISCIPLINARY ACTION REFERENCE TABLE**

Occurrence	<u>Disciplinary Action</u>
2 unscheduled absences in any 30-day period	Oral Counseling
4 unscheduled absences in any 90-day period	Written Reprimand
7 unscheduled absences in any 365-day period	Designated as “excessive user”
2 undocumented or 4 unsuitably documented absences after being designated an “excessive user”	Termination

**GUIDELINES FOR ABSENTEEISM CONTROL**

The purpose for providing leave accruals is to afford the employee protection from loss of income due to absences from the workplace. Indiscriminate use of leave accruals can cause problems in the workplace, especially unscheduled absences, which may necessitate the reassignment of work, cause delay in completing assignments, or result in morale problems with co-workers who pick up the slack for the absent employee.

**LEAVE MANAGEMENT IS NECESSARY**

Through effective leave management, supervisors can keep the work flowing, ensure that work areas are staffed to provide good customer service, and maintain positive employee morale. By applying a consistent approach in approving or disapproving leave requests through fair, reasoned judgment and consideration of human factors, the result should be one that supports the organization’s mission and employee needs.

## **TO APPROVE OR DISAPPROVE LEAVE REQUESTS**

When a supervisor receives a request for leave, the supervisor should notify the employee of the approval or disapproval as soon as possible so schedules (supervisor's or employee's) can be adjusted, if necessary. When there is no work conflict and the employee notified the supervisor on a timely basis, the employee is typically granted the leave request. If there is a work conflict, the supervisor has the right to request the employee give a reason before making a decision to approve or disapprove the leave request. \*Even if the reason is valid, leave could be denied-"Valid" is in the eye of the beholder (e.g. my son has a little league championship game/employee is a wastewater operator working alone)

## **IDENTIFYING EXCESSIVE ABSENTEEISM**

Attendance records should be reviewed regularly (monthly is recommended) to be sure an employee's leave usage is excessive compared to other employees. More than two (2) incidences of unscheduled absences per month ***may*** signal abuse of leave. Supervisors should note seeming patterns of leave use/abuse by looking for the following indications:

- Does the employee consistently use leave accruals Friday afternoons. Monday mornings, the day before or after holidays or vacation leave.
- Does the employee use leave on a particular day during the week or month?
- Does the employee have a checkered leave record (e.g., frequent unexpected short term absences with no clear reason)?
- Does the employee call in sick with an unlikely reason?
- Does the employee frequently request to report to work late or leave work early unexpectedly?

After the supervisor has reviewed the employee's leave usage and has determined that there appears to be an inappropriate use of leave privileges, the supervisor should begin the counseling process.

## **INDIVIDUAL COMMUNICATION**

- Meet the employee privately.
- Address concerns regarding the employee's attendance.
- Discuss the causes of the attendance problem and possible steps he/she can take to remedy or control the absences. Listen carefully to the employee's responses.
- The meeting should not be adversarial. Let the employee know that management treats attendance as a very important component of overall work performance.

- Stick to the facts (i.e. patterns, frequencies, reasons given, rates, etc.)
- Document the date of the meeting, general contents of discussion and place this record in the employee's file.

This meeting will give the supervisor an opportunity to explore with the employee the reasons for the absences in a confidential manner. The supervisor is then able to offer support, counseling, and guidance as the occasion demands to assist the employee to deal with the specific cause of the absences (possible FMLA or EAP issues).

## **RIGHT TO INQUIRE OR VERIFY NATURE & REASONS OF ABSENCES**

This is a delicate issue for supervisors. The concepts of an employee's privacy and an employer's need for information affecting the workplace often come into conflict. This conflict is more difficult to resolve where personal medical information is involved. As a general "rule of thumb", a rule/practice of requiring proof for every absence is unreasonable if an absenteeism problem does not exist. There are, however, employer rights and employee responsibilities that center on the issue of verifying reasons for workplace absences and supervisory approval of leave requests. These are:

- 1) The employee has a duty to notify the employer of an intended absence, the cause of absence and its expected duration. This information is required by the employer to meet its concerns, which will enable to better schedule work and organize its operation.
- 2) An absent employee has an obligation to provide the employer with information regarding any change to his/her condition or circumstances relating to it, which may affect the employer's needs.
- 3) A mere assertion by the person claiming to be sick is not satisfactory proof.
- 4) The obligation to prove a legitimate reason for the absence, where the employer requires proof, rests with the employee.
- 5) An employer is entitled to refuse to accept a physician's certificate until it contains sufficient information to satisfy the employer's concerns (e.g., seen by physician, illness confined an employee to bed or home, some indication of return to work. Etc.). Non-production of a required medical certificate could result in disapproval of the leave request, loss of pay and possible disciplinary action.
- 6) An employer ***is not*** entitled to a detailed diagnosis of the employee's medical condition without his/her consent and signature allowing for the release of this information.

## **AFTER INITIAL INDIVIDUAL COMMUNICATION**

Review the attendance record of the employee the following month. If the absenteeism has not improved and the pattern continues, it may be necessary to take further action. This action should be in accordance with the established matrix for progressive disciplinary action after the consultation with the Labor Relations Section as follows:

- Oral Counseling
- Written Reprimand
- Monitoring of Leave (Documentation Required/Unscheduled Absences)
- Dismissal

Request that the employee sign and date each document respective attempts to address and correct the excessive absenteeism problem. The signature does not indicate agreement with the content. If the employee refuses to sign the document, send a copy to the home address certified mail return receipt requested to have someone else in the administrative or supervisory chain witness that the employee refused to sign the document. **REMEMBER:** Records of absences and written warnings may be used in a grievance process or arbitration hearing.



## APPENDIX D – PROFESSIONAL

Position Title	Pay Grade
ACCOUNTANT I	S14
ACCOUNTANT II	S13
ACCOUNTANT III	S12
APPLICATIONS ADMINISTRATOR	S09
APPLICATIONS DEV I	S14
APPLICATIONS DEV II	S13
APPLICATIONS DEV III	S12
APPLICATIONS DEV IV	S11
APPLICATIONS DEV V	S10
AUDIO VISUAL PRODUCER	S14
BOOKING SPECIALIST	S16
CADD TECHNICIAN I	S18
CADD TECHNICIAN I - P/T	S18
CADD TECHNICIAN II	S17
CADD TECHNICIAN II - P/T	S17
CADD TECHNICIAN III	S16
CADD TECHNICIAN III - P/T	S16
CIVIL ENGINEER I	S12
CIVIL ENGINEER II	S11
CIVIL ENGINEER III	S10
CIVIL ENGINEER IV	S09
COMMUNITY OUTREACH COORD	S13
COMP SYS SUP AN I	S14
COMP SYS SUP AN II	S13
COMP SYS SUP AN III	S12
COMPUTER OPS ANALYST	S11
CONT COMPL INVEST I	S14
CONT COMPL INVEST II	S13
CONT COMPL INVEST III	S12
CONVENTION SLS/BOOK COR	S11
CRIME ANALYST	S16
CRIME ANALYST SENIOR	S14
DATABASE ADMINISTRATOR	S10
DISCRIMINATION INVESTIGATOR	S13
DISCRIMINATION INVESTIGATOR II	S13
ECONOMIC DEV COORD I	S14
ECONOMIC DEV COORD I P/T	S14
ECONOMIC DEVELOP COORD II	S13
ECONOMIC DEVELOP COORD III	S12
EEO COMPLIANCE SPECIALIST	S13
ENERGY MANAGEMENT SPECIALIST	S14
EVENT COORDINATOR I	S14
EVENT COORDINATOR II	S13
FINANCIAL ANALYST	S11
FIRE ACADEMY APPS COOR	S15
FPR ADMINISTRATION COOR	S12
GIS ANALYST SENIOR	S12
GIS ANALYST SENIOR - P/T	S12
GIS PROGRAMMER I	S14

<b>Position Title</b>	<b>Pay Grade</b>
GIS PROGRAMMER II	S13
GIS PROGRAMMER III	S12
GIS PROGRAMMER SENIOR	S11
GIS TECHNICIAN I	S18
GIS TECHNICIAN II	S17
GIS TECHNICIAN III	S16
GRANTS DEVELOPMENT SPECIALIST	S11
GRAPHIC ARTIST SR	S16
HORTICULTURAL COORDINATOR	S15
HORTICULTURE EDUC SPEC	S16
HOUSING COORDINATOR	S11
HUMAN RESOURCES ANALYST	S13
LABORATORY TECH SENIOR	S16
LANDSCAPE ARCHITECT	S13
LATENT PRINT EXAMINER	S15
LATENT PRINT EXAMINER SR	S14
MANAGEMENT ANALYST I	S13
MANAGEMENT ANALYST II	S12
MAPPING GRAPHICS ANALYST	S11
MARKETING COORDINATOR	S13
MBE CERT OFFICER I	S14
MBE CERT OFFICER II	S13
MBE CERT OFFICER III	S12
MICROCOMPUTER ENGINEER	S10
NEIGHBORHOOD GRANTS COORDINATOR	S13
NEIGHBORHOOD WATCH AMBASSADOR	S14
NEIGHBORHOOD WATCH COORDINATOR	S12
O&M MANUAL WRITER/TRAINER	S14
PARKING ANALYST	S16
PARKS MAINT CONTR COOR	S16
PLANNER I	S14
PLANNER I - P/T	S14
PLANNER II	S13
PLANNER II - P/T	S13
PLANNER III	S12
PLANNER III - P/T	S12
PLANNER SENIOR	S11
POLICE CAREER COUNSELOR	S15
POLICE VOLUNTEER COORD	S16
POOL SUPERVISOR	S16
PRODUCTION COORDINATOR	S13
PROGRAMMER ANALYST I	S15
PROGRAMMER ANALYST II	S14
PROGRAMMER ANALYST III	S13
PROJECT MANAGER I	S10
PROJECT MANAGER II	S08
PUBLIC ARTS REGIS/COORD	S17
PUBLIC AWARENESS SPECIALIST	S16
PURCHASING AGENT I	S14
PURCHASING AGENT II	S13
PURCHASING AGENT III	S12

<b>Position Title</b>	<b>Pay Grade</b>
REAL ESTATE AGENT	S15
REAL ESTATE APPRAISER	S15
RESOURCE ANALYST	S15
SENIOR DATA BASE ADMINISTRATOR	S09
SPECIAL EVENTS COORDINATOR	S16
SPECIFICATION WRITER	S16
STANDRDS/SPECS ENG	S10
SYS/NETWRK ADMIN I	S12
SYS/NETWRK ADMIN II	S11
SYS/NETWRK ADMIN III	S10
SYSTEMS/NETWORK ENGINEER	S09
SYSTEMS/NETWORK SPECIALIST	S16
TECHNOLOGY BUSINESS ANALYS	S10
TELECOMM ENGINEER	S11
TRAFFIC ANALYST I	S18
TRAFFIC ANALYST II	S17
TRAFFIC ANALYST III	S16
TRAFFIC ENGINEERING COORD	S11
TRAINING SPECIALIST	S19
TRANSP FEE COORDINATOR	S12
TRANSPORTATION SYS ANALYST	S11
WEB DEVELOPMENT COORDINATOR	S13
WETLANDS ANALYST	S12
WW COMPUTER SPECIALIST	S15
WW SYS DEVELOPER	S10
WW SYSTEMS ANALYST	S11

## APPENDIX E - SEIU SALARY SCHEDULE

### SEIU Salary Schedule

Grade		Minimum	Midpoint	Maximum
<b>S22</b>	<b>Annual</b>	<b>\$22,837.14</b>	<b>\$28,546.43</b>	<b>\$34,255.71</b>
	<b>Hourly</b>	\$10.98	\$13.73	\$16.47
<b>S21</b>	<b>Annual</b>	<b>\$24,424.37</b>	<b>\$30,536.39</b>	<b>\$36,648.40</b>
	<b>Hourly</b>	\$11.74	\$14.68	\$17.62
<b>S20</b>	<b>Annual</b>	<b>\$26,153.75</b>	<b>\$32,680.34</b>	<b>\$39,206.92</b>
	<b>Hourly</b>	\$12.57	\$15.71	\$18.85
<b>S19</b>	<b>Annual</b>	<b>\$27,977.87</b>	<b>\$34,978.26</b>	<b>\$41,978.65</b>
	<b>Hourly</b>	\$13.45	\$16.82	\$20.18
<b>S18</b>	<b>Annual</b>	<b>\$29,944.14</b>	<b>\$37,418.34</b>	<b>\$44,892.53</b>
	<b>Hourly</b>	\$14.40	\$17.99	\$21.58
<b>S17</b>	<b>Annual</b>	<b>\$32,052.55</b>	<b>\$40,047.93</b>	<b>\$48,043.30</b>
	<b>Hourly</b>	\$15.41	\$19.26	\$23.10
<b>S16</b>	<b>Annual</b>	<b>\$34,255.71</b>	<b>\$42,831.49</b>	<b>\$51,407.27</b>
	<b>Hourly</b>	\$16.47	\$20.60	\$24.72
<b>S15</b>	<b>Annual</b>	<b>\$36,648.40</b>	<b>\$45,840.12</b>	<b>\$55,031.84</b>
	<b>Hourly</b>	\$17.62	\$22.04	\$26.46
<b>S14</b>	<b>Annual</b>	<b>\$39,230.61</b>	<b>\$49,050.11</b>	<b>\$58,869.61</b>
	<b>Hourly</b>	\$18.86	\$23.58	\$28.30
<b>S13</b>	<b>Annual</b>	<b>\$42,002.34</b>	<b>\$52,497.01</b>	<b>\$62,991.67</b>
	<b>Hourly</b>	\$20.19	\$25.24	\$30.28
<b>S12</b>	<b>Annual</b>	<b>\$44,916.21</b>	<b>\$56,157.12</b>	<b>\$67,398.02</b>
	<b>Hourly</b>	\$21.59	\$27.00	\$32.40
<b>S11</b>	<b>Annual</b>	<b>\$45,058.36</b>	<b>\$60,077.81</b>	<b>\$75,097.26</b>
	<b>Hourly</b>	\$21.66	\$28.88	\$36.10
<b>S10</b>	<b>Annual</b>	<b>\$49,346.24</b>	<b>\$65,787.09</b>	<b>\$82,227.94</b>
	<b>Hourly</b>	\$23.72	\$31.63	\$39.53
<b>S09</b>	<b>Annual</b>	<b>\$54,036.85</b>	<b>\$72,053.09</b>	<b>\$90,069.33</b>
	<b>Hourly</b>	\$25.98	\$34.64	\$43.30
<b>S08</b>	<b>Annual</b>	<b>\$59,153.90</b>	<b>\$78,887.66</b>	<b>\$98,621.41</b>
	<b>Hourly</b>	\$28.44	\$37.93	\$47.41

APPENDIX F - GRIEVANCE FORM



CITY OF ORLANDO

SEIU
Employee Grievance Form
STEP ONE

Employee Name Date Alleged Grievance Occurred

Job Classification Employee # Division

STEP ONE (Within ten (10) working days of grievance occurrence)

GRIEVANCE PRESENTED IN WRITING TO DIVISION MANAGER.

BY: Employee's Signature DATE:

RECEIVED BY: Division Manager's or Designee's Signature DATE:

Contract Provision Allegedly Violated: Articles(s) Section

Description of Grievance: (Attached separate sheet if necessary)

Remedy Sought

DIVISION MANAGER'S ANSWER IN WRITING (Within five (5) working days from receipt date above).

ACCEPTED IN PART DENIED

Comments:

PRESENTED BY: Division Manager's Signature ON: Date

RECEIVED BY: Employee's Signature ON: Date

Copies to: Employee
SEIU Union Official
Labor Relations



# CITY OF ORLANDO

SEIU  
Employee Grievance Form  
**STEP TWO**

Employee Name \_\_\_\_\_ Date Alleged Grievance Occurred \_\_\_\_\_

Job Classification \_\_\_\_\_ Employee # \_\_\_\_\_ Division \_\_\_\_\_

**STEP TWO** (Within **ten (10)** working days after reply to Step One)

**GRIEVANCE PRESENTED IN WRITING TO DEPARTMENT DIRECTOR OR OFFICE DIRECTOR.**

**BY:** \_\_\_\_\_ **DATE:** \_\_\_\_\_  
Employee's Signature

**RECEIVED BY:** \_\_\_\_\_ **DATE:** \_\_\_\_\_  
Department Director or Office Director Signature

**Date meeting held by Department Director or Office Director with employee:**  
(Within **five (5)** working days from date received above)

\_\_\_\_\_  
**Meeting Date**

**DEPARTMENT DIRECTOR OR OFFICE DIRECTOR'S ANSWER IN WRITING** (Within **five (5)** working days from meeting date above).

**ACCEPTED** \_\_\_\_\_ **IN PART** \_\_\_\_\_ **DENIED** \_\_\_\_\_

**Comments:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**PRESENTED BY:** \_\_\_\_\_ **ON:** \_\_\_\_\_  
Department Director or Office Director Signature Date

**RECEIVED BY:** \_\_\_\_\_ **ON:** \_\_\_\_\_  
Employee's Signature Date

Copies to: Employee  
SEIU Union Official  
Labor Relations



# CITY OF ORLANDO

SEIU  
Employee Grievance Form  
**STEP THREE**

Employee Name \_\_\_\_\_ Date Alleged Grievance Occurred \_\_\_\_\_

Job Classification \_\_\_\_\_ Employee # \_\_\_\_\_ Division \_\_\_\_\_

**STEP THREE** (Within **ten (10)** working days after reply to Step Two)

**GRIEVANCE PRESENTED IN WRITING TO LABOR RELATIONS SECTION.**

BY: \_\_\_\_\_ DATE: \_\_\_\_\_  
Employee's Signature

RECEIVED BY: \_\_\_\_\_ DATE: \_\_\_\_\_  
Labor Relations Section

**Date meeting held with Labor Relations Section:**(Within **ten (10)** working days from date received above)

\_\_\_\_\_  
**Meeting Date**

**LABOR RELATIONS SECTION ANSWER IN WRITING** (Within **fifteen (15)** working days from meeting date above).

ACCEPTED \_\_\_\_\_ IN PART \_\_\_\_\_ DENIED \_\_\_\_\_

**Comments:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

PRESENTED BY: \_\_\_\_\_ ON: \_\_\_\_\_  
Department Director of Office Director Signature Date

RECEIVED BY: \_\_\_\_\_ ON: \_\_\_\_\_  
Employee's Signature Date

Copies to: Employee  
SEIU Union Official  
Labor Relations

