



ATU Local 1749



2023



Labor Agreement

**Central Florida Regional
Transportation Authority &
Amalgamated Transit Union
Local 1749**

OCTOBER 1, 2023 THROUGH SEPTEMBER 30, 2026

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ARTICLE 1 PREAMBLE

This Agreement is entered into by and between Central Florida Regional Transportation Authority, d/b/a LYNX (the “Authority”) and the Amalgamated Transit Union, Local 1749 (“Union”).

ARTICLE 2 RECOGNITION

The purpose of this Agreement is to achieve harmonious relations between the Authority and the Union, consistent with Chapter 447, Fla. Stat., as amended. The Authority recognizes the Union as the sole and exclusive bargaining representative for all Transportation and Maintenance Supervisors of the Authority, as certified by P.E.R.C., Case No.: EL-2001-043, as follows: Transportation Supervisor Street, Transportation Supervisor Radio/Dispatch, Transportation Supervisor Administration, Maintenance Supervisor Facilities, Maintenance Supervisor Body Shop, Maintenance Supervisor Service Island, Maintenance Supervisor. All other job classifications employed by the Authority are expressly excluded.

ARTICLE 3 HUMAN RIGHTS AND NON-DISCRIMINATION

3.1 NON-DISCRIMINATION - The parties agree that the race, color, sex, national origin, religion, age, disability or handicap, or marital status of any bargaining unit member shall not be a basis for the application of this Agreement, and both parties agree not to discriminate against any member of the bargaining unit or any other of the Authority’s employees. It is the parties’ intent to comply with all applicable federal and state discrimination laws.

3.2 RIGHT TO WORK - Any employee shall have the right to join or not to join the Union as provided for in State law and P.E.R.C. rules, without interference, intimidation, or coercion by either the Authority or the Union. Employees who do not join the Union will receive those rights and privileges required by Florida law.

3.3 GENDER REFERENCES - The use of masculine or feminine references shall be construed as including both genders.

ARTICLE 4 MANAGEMENT RIGHTS

4.1 The Authority reserves and retains all rights, powers, past practices, prerogatives and authority customarily or previously exercised by the Authority, except as expressly limited or modified by a specific provision of this Agreement.

4.2 The Union and the employees covered under this Agreement recognize and agree that the Authority has the sole and exclusive right, except as specifically provided for in this Agreement, to manage and direct any and all of its operations. Accordingly, the Authority specifically, but not by way of limitation, reserves the sole and exclusive right to:

A. Exercise complete and unhampered control to manage, direct and totally supervise all employees of the Authority;

B. Decide the scope of service to be performed and the method of service;

C. Take whatever action may be necessary to carry out the mission and responsibility of the authority in unusual and/or emergency situations;

D. Schedule and assign the work to the employees and determine the size and composition of the workforce;

E. Assign overtime work to employees;

F. Determine the services to be provided to the public, and the maintenance procedure, materials, facilities, and equipment to be used, and to introduce new or improved services, maintenance procedures, materials, facilities, and equipment;

G. Hire and/or otherwise determine the criteria and standards of selection for employment;

H. Promote and/or otherwise establish the criteria and/or procedure for promotions, and to determine the number, and types of positions in any pay plan, which is or may be developed by the Authority;

I. Terminate, demote, suspend or otherwise discipline for just cause;

J. Set procedures and standards to evaluate each employee's job performance;

K. Rehire employees;

L. Determine whether and to what extent the work required in its operation shall be performed by or assigned to employees covered by this Agreement;

M. Determine, in a fair and equitable manner, all training parameters for all positions, including persons to be trained, the scope and nature of the training, and the extent and frequency of training;

N. Formulate, amend, revise and implement policy, work rules

and regulations, policy, and procedures and require employees to observe and obey the Authority's policies, procedures, work rules and regulations;

O. Merge, consolidate, expand, divide, curtail, transfer or discontinue operations or work groups, temporarily or permanently, in whole or part, whenever in the sole discretion of the Authority's good business judgment makes such actions advisable;

P. Determine the number, location and operation of all departments and divisions thereof;

Q. Use managerial, supervisory or other non-unit employees to perform work performed by employees of the unit and establish, amend, revise and implement any program and/or procedures, determine the structure and organization of the Authority's operation, including the right to supervise, subcontract, expand, consolidate or merge any department, job, or service, to create, alter, combine, eliminate or reduce any department, function studies of workloads, job assignments, methods of operation, and efficiency from time to time, and to make changes based on such studies;

R. Institute, modify or terminate any bonus or work incentive plan, and to suspend wage increases or bonuses due to financial pressures; and

S. Control the use of the Authority's equipment and property.

4.3 If the Authority fails to exercise any one or more of the above functions from time-to-time, this will not be deemed a waiver of the Authority's right to exercise any or all of such functions. This Agreement shall be so construed that there shall be no interference with the Authority's rights, responsibilities and

prerogatives, except as may be expressly provided in this Agreement.

ARTICLE 5 PROHIBITED ACTIVITIES

- 5.1 The Union shall not call, encourage, ratify, participate in or engage in any strike, slowdown or other interruption of work involving the Authority during the term of this Agreement.
- 5.2 No employee will call, encourage, ratify, participate in or engage in any strike, slowdown or other interruption of work, during the term of this Agreement. If an employee or group of employees who are Union members violate this Article, the Union, upon request of the Authority, shall immediately notify the employee(s), in writing, to return to work or cease violating the other provisions of this Article, that such actions violate Florida law and this Agreement, and that the Union does not condone in any way such conduct. The Authority also may communicate directly with all employees in the bargaining unit reminding them of their obligations under this Agreement.
- 5.3 Pursuant to Florida law the Authority retains the right to discipline or discharge any employee participating in or promoting any of the activities described above, or any similar activity.
- 5.4 It is recognized that the Authority is responsible for and engages in activities, which provide for the health, safety, and welfare of the citizens of Central Florida through the operation of a safe and courteous transportation system. Accordingly, in the event of any violation of this Article, the Authority is entitled to seek and obtain immediate legal and/or equitable relief in any court of competent jurisdiction.

- 5.5 The Union shall not be liable for independent actions of individual employees, provided it has taken reasonable steps to prevent violations of this Article and has provided the employees notice to return to work or cease other violations of this Article as set forth in section 5.2 above.
- 5.6 During the life of this Agreement, the Authority shall not lockout the employees.

ARTICLE 6 PERSONNEL POLICIES AND PROCEDURES

- 6.1 The Authority's Administrative Rules and Policies ("policy" or "policies") in existence at the time this Agreement is executed shall control the terms and conditions of employment for the employees covered by this Agreement. In the event this Agreement conflicts with the Administrative Rules and Policies, however, this Agreement controls.
- 6.2 The Authority expressly reserves and has the right to modify, revise, or change the existing administrative policies and adopt new policies during the term of this Agreement. During the term of this Agreement, any modification, revision, or change to an existing policy that applies either to all non-exempt administrative employees or all administrative employees and any new policy that applies either to all non-exempt administrative employees or all administrative employees also shall apply to the Union, regardless of when the rule or policy is adopted or implemented.
- 6.3 The parties' longstanding interpretation under prior collective bargaining agreements between the Authority and Local 1749 is that the policies include all employee benefit plans that apply to all administrative employees generally. Under this

interpretation, bargaining unit members covered by this and prior collective bargaining agreements between the Authority and Local 1749 similar to this Agreement have always been eligible for, and have participated in, all employee benefit plans on the same plan terms and conditions that apply to the administrative employees generally. The foregoing longstanding interpretations shall continue under this Agreement. This section 6.3 does not make any changes with respect to any employee benefit plans.

ARTICLE 7 DUES DEDUCTION

A. AUTHORIZATION - The Authority agrees to deduct from the wages of any employee who applies for Union membership, a member's biweekly Union dues, initiation fees and any uniform assessments as directed by the Union. Union payroll deductions will commence within the first complete pay period after Human Resources (addressed to the designated Human Resources representative) has received an authorized "Application for Membership" form or other Union authorized Dues Deduction Authorization form, from the Union. All new Union application/dues deduction forms and Union withdrawal requests will be sent to the Labor Relations Specialist through the U.S. mail. Copies of the "Application for Union Membership" form will be provided to bargaining unit employees and the Authority by the Union. Deductions shall be forwarded to the office of the Financial Secretary/Treasurer within five (5) business days after the payroll checks are issued.

B. The Union will officially notify the Authority as to the amount of all biweekly deductions. Such notification will be verified to the Authority, in writing, with the signature of an authorized officer of the Union. Changes in Union deductions will be similarly certified

to the Authority and shall be done at least one (1) month in advance of the effective date of such change.

C. REVOCATION - Union membership and Union dues deductions may be canceled upon a thirty (30) day written notification to the Union's Financial Secretary/Treasurer by either certified or registered mail.

D. The Union shall indemnify, defend and hold the Authority harmless from any and all claims made and suits instituted against the Authority or expenses in connection therewith, based upon the Authority's participation in dues deductions under this Article.

E. The Authority shall use its best efforts in seeking a waiver as allowable under Florida Law.

ARTICLE 8 UNION BUSINESS

Time off without pay for official Union business may be authorized consistent with the terms of this Agreement. The individual seeking time off must have the approval of the Union President or his designee. Requests for time off must be made in writing to the Director of Operations for Maintenance or Transportation or his designee at least two (2) working days before the requested day or time off will occur. If more than one (1) person is seeking time off, the request must be made no less than three (3) working days before the requested day or time off will occur. No more than four (4) employees can request time off at one time, and the parties acknowledge that there may be emergencies or other circumstances precluding timely notice, and that, in those instances, notice will be given as soon as possible. Similarly, the parties acknowledge that there may be occasions when the Authority is unable to allow the time off due

to staffing or other needs. In those circumstances, the Union member will be allowed time off as close as possible to the requested time off.

ARTICLE 9 LABOR-MANAGEMENT COMMITTEE

A Labor-Management Committee, consisting of up to two (2) representatives from the union and up two (2) representatives of the Authority shall meet quarterly to discuss any and all issues concerning contract disputes or disagreements, as well as working conditions. In the event the Union or the Authority does not have any outstanding issues the Labor/Management Committee may be canceled by mutual consent of both parties.

ARTICLE 10 LICENSE REQUIREMENT

All bargaining unit members, with the exception of Facilities Maintenance Supervisors, shall maintain a current and valid CDL (Commercial Driver's License) and D.O.T. (Department of Transportation) medical card (certificate). The Authority will pay for the license fee for the CDL only. When the Authority learns an employee does not possess a current and valid CDL or D.O.T. card, they will be given 72 hours to obtain the card. Loss of the CDL license, failure to obtain a D.O.T. card, or failure to notify the Authority immediately upon the loss of the CDL license or the D.O.T. card shall be grounds for termination.

In the event a Supervisor is unable to secure a D.O.T. Certificate they may be reassigned to another position at the discretion of the Authority if another position is open and available. The Authority retains sole discretion in determining where the employee may be reassigned or if they are to be reassigned.

Maintenance employees may, at the sole discretion of the Authority, may be given special accommodation with regard to the CDL and DOT Medical Card requirements in their present position if they have complied with notification requirements for a change in status with their CDL and DOT Medical Card. Decisions to provide or not to provide accommodations are not subject to the grievance process.

ARTICLE 11 CLASSIFICATIONS AND BIDDING

11.1 Classifications

1. Transportation Supervisors
2. Vehicle Maintenance Supervisors
3. Facilities Maintenance Supervisors

11.2 Transportation Supervisor

All Transportation Supervisors will bid at least two (2) times per year in approximately equally increments with an aspirational target of April and October (or as needed) based on seniority within classification as listed above in 11.1

11.3 Vehicle Maintenance Supervisor

All Vehicle Maintenance Supervisors will bid for shifts at least two (2) times per year in approximately equally increments with an aspirational target of April and October (or as needed) based on seniority within classification as listed above in 11.1. The Body Shop Supervisor, Service Island Supervisor and Road Ranger Supervisor shall be chosen based on meeting requisite qualifications and then they will bid based on seniority.

11.4 Facility Maintenance Supervisors

All Facility Maintenance Supervisors will bid for shifts at least two (2) times per year in approximately equally increments with an aspirational target of April and October (or as needed) based on seniority within classification as listed above in 11.1.

11.5 Any deviation to the bid processes set forth above in 11.2-4 will remain within management rights but will be discussed with the Union prior to implementation.

ARTICLE 12 UNIFORMS

12.1 The Authority will provide an annual uniform allowance for all Supervisors as set forth below. The Authority will select the materials, color and composition of the uniform. The Authority shall supply inclement weather gear, jackets and hats as needed, for all Supervisors.

\$450.00 in year FY2024

\$450.00 in year FY2025

\$450.00 in year FY2026

The Authority will provide an annual safety shoe allowance for all Maintenance Supervisors of \$300.00, and an annual shoe allowance of \$150.00 for Transportation Supervisors who will be required to purchase in a color and style determined by the Authority.

ARTICLE 13 WAGES

YEAR ONE

New Hires/Current Transportation Supervisor Steps:

1. \$34.67
2. \$35.60
3. \$36.54
4. \$38.28

New Hires/Current Maintenance Supervisor Steps:

1. \$38.31
2. \$39.35
3. \$41.25

A five (5.00%) percent change to the top rate and a one-step move for everyone in pay progression effective the first full pay-period in October 2023.

YEAR TWO

A four (4.00%) percent change to the top rate and a one-step move for everyone in pay progression effective the first full pay-period in October 2024.

New Hires/Current Transportation Supervisor Steps:

1. \$36.06
2. \$37.02
3. \$38.00
4. \$39.81

New Hires/Current Maintenance Supervisor Steps:

1. \$39.85
2. \$40.93
3. \$42.90

YEAR THREE

A three (3.00%) change to the top rate effective the first full pay-period in October 2025.

New Hires/Current Transportation Supervisor Steps:

1. \$37.14
2. \$38.13
3. \$39.14
4. \$41.00

New Hires/Current Maintenance Supervisor Steps:

1. \$41.04
2. \$42.16
3. \$44.19

13.1 NIGHT DIFFERENTIAL

Supervisors who work 50% or more of her/his scheduled work from 6:00 p.m. to 6:00 a.m. shall receive a \$3.00 per hour night differential. No differential pay under this Agreement, will be included as part of an employee's base straight time rate of pay when calculating overtime.

13.2 CALL IN PAY

If a Supervisor is called in on a non-scheduled time that is

not immediately following or preceding their regular shift, the Supervisor will be paid a minimum of two (2) hours.

ARTICLE 14 OVERTIME PAY

Transportation and Maintenance Supervisors are non-exempt employees and are paid on an hourly basis. Overtime payment will be only for actual overtime hours worked. Overtime hours worked in excess of forty hours (40) will be paid at a time and one half rate. Court appearances on behalf of the Authority, Union business days, jury duty and military leave will count as part of the usual workweek when calculating overtime.

In the event of a federal or state declared emergency for the Authority's service area, Supervisors who work during the emergency will be paid their shift plus time and a half for all hours worked.

ARTICLE 15 HOLIDAY PAY

Holiday pay will be eight (8) or ten (10) hours, as appropriate, at a straight time hourly rate and will not count as hours worked.

When an employee's regularly scheduled workday is on a holiday and the employee works, he will receive eight (8) or ten (10) hours, as appropriate, of holiday pay and the hours worked will be paid at time and one half. The holiday will not be eligible to be used as a floater. If the employee elects to float the holiday, the hours worked on the day of the holiday will be paid at straight time.

If the employee does not work on the holiday, the holiday will be paid as straight time. In the event the holiday falls on the

employee's regularly scheduled day off, the employee can elect to be paid for the holiday or use as a floater.

Maintenance supervisors scheduled to work on the day of the holiday will work unless they submit a request for the time off or a request to float the holiday, which must be approved by the Authority.

If a holiday falls during your vacation week, the holiday will float to be used within a year.

ARTICLE 16 VACATION

All Supervisors may take pay in lieu of vacation time off up to one week per year.

ARTICLE 17 GRIEVANCE PROCEDURE

SECTION 1

A grievance is defined to be any dispute between the Authority and the Union, or between the Authority and a bargaining unit employee concerning the interpretation or application of the terms of this Agreement. Violations of the work rules, written warnings or reprimands, and/or any lesser discipline will not proceed to Arbitration. When a grievance arises, the Union, or the aggrieved employee, or the Authority, shall seek to settle the dispute in the following manner:

Step 1

The concerned employee or the Union shall submit a written grievance to the Chief Operating Officer (or her/his designee) and the Director of Human Resources. The written grievance must be submitted either via his/her Authority

e-mail or directly to his/her office location during regular business hours (8:00 a.m. to 5:00 p.m., Monday through Friday). The grievance must be submitted within five (5) business days of the receipt by the employee of the written notification of the alleged violation. The day the grievance is filed does not count towards the five days.

Within five (5) business days after receipt of the grievance, the Director of Transportation, Director of Maintenance, or the Director of Facilities (or his/her designee, as determined by the Chief Operating Officer), may schedule a hearing if the grievance involves a violation, written warning or reprimand and/or any lesser discipline. If the grievance involves a termination or suspension, a hearing shall be scheduled. The hearing, if scheduled, shall be held within the next five (5) business days. The Director, or his/her designee, will have five (5) business days after the hearing or receipt of the grievance, whichever is later, to render a written decision.

Step II

If a satisfactory decision is not reached, the Union may request to move to the next step of the Grievance Procedure. Within five (5) business days after receipt by the Union or the employee, of the written decision from Step I, the grievance must be submitted to the Chief Operating Officer. The Step II grievance shall be submitted in writing directly to the Chief Operating Officer's office during regular business hours (8:00 a.m. to 5:00 p.m., Monday through Friday), or to his Administrative Assistant.

Within five (5) business days after receipt of the grievance, the Chief Operating Officer, or his designee, may schedule a hearing for resolution of the grievance and the hearing, if scheduled, will be held within the next five (5) business days.

The Chief Operating Officer will have five (5) business days after the hearing or receipt of the grievance, whichever is later, to render a written decision.

Step III

If a satisfactory decision is not reached, the Union may request to move to the next step of the Grievance Procedure. Within ten (10) business days after the written decision from Step II, the grievance must be submitted to the Chief Executive Officer. The Step III grievance shall be submitted in writing directly to the office of the Chief Executive Officer or his Administrative Assistant, during regular business hours (8:00 a.m. to 5:00 p.m., Monday through Friday). The Chief Executive Officer, or his designee, shall schedule a hearing for the resolution of the grievance, and the hearing shall be held within the next ten (10) business days. The Chief Executive Officer, or his designee, shall have twelve (12) business days after the receipt of the grievance or the hearing, whichever is later, to render a written decision. If the grievance is not settled at this time, it may be submitted to Arbitration.

Prior to submitting the grievance to Arbitration, it is agreed that either party may request an opportunity for non-binding mediation. If the other party agrees, mediation must be requested no later than twenty (20) business days after the Step III hearing decision has been rendered. The Authority and the Union may mutually select a mediator from the Federal Mediation and Conciliation Service (FMCS) or any other recognized mediation specialists.

SECTION 2

(A) All days in the grievance procedure shall be business days.

- (B) Any grievance not processed by the Union or the employee, within the time limits set forth in this Section, shall be forfeited.
- (C) Any grievance not processed, by the Authority, within the time limits established shall be considered valid, and the grievance's remedy shall be won.
- (D) The time limits of submitting or responding to a grievance may be extended by written agreement by the representatives involved.
- (E) Grievances, affecting a number of employees and involving a question common to all, may be submitted at Step II or Step III.
- (F) If the grievance is not appealed to the next Step within the specified time limits, it shall be considered settled on the basis of the Authority's answer, but such settlement shall not constitute a precedent in any other case.
- (G) Pursuant to Section 447.401 of the Florida Statutes on Grievance Procedures, all public employees have the right to a fair and equitable grievance procedure, but the Union will not be required to process grievances for non-Union employees. The Union, however, will be given a copy of the grievance and the resolution. Individuals may take any grievance to Arbitration, except violations of the work rules, written warnings or reprimands, and/or any lesser discipline. The non-Union employee will bear one-half (1/2) the cost of Arbitration.
- (H) In the event the action grieved by the employee was taken by an Authority representative designated in Steps I, II or III,

the grievance shall proceed to the next succeeding Step.

- (I) Grievances received by Dispatchers and Supervisors, unless appointed as designees by the respective Deputy Chief, will not be considered as having met the required procedure for the filing of a grievance and, therefore, will not be processed through the grievance procedure.

Step IV

If the grievance is not settled at Step III, the grievance may be submitted to Arbitration by the grieving party. The request for Arbitration must be made to the other party within twenty (20) business days of the receipt of the answer of the Authority in Step III. The request must be sent by certified mail, and the date of the postmark shall be used for the purpose of determining time limits.

Step V

If Arbitration is requested in Step IV, the issue must be submitted, in writing, for final determination to an Arbitrator. Within ten (10) business days of such notice, the Union shall request from the Federal Mediation and Conciliation Service (FMCS) a list of seven (7) arbitrators with residence in Florida who are experienced in the field of the subject to be arbitrated. The list will be sent to both the Union and the appropriate Authority representative. Within ten (10) business days after receipt of the list of arbitrators, the Union and the Authority shall, beginning with the Union, alternately eliminate names one at a time from the list of persons, until only one remains and this person shall be the arbitrator. Failure by either party to adhere to the time limits in this paragraph shall be considered a withdrawal of the request for arbitration and the grievance will be considered resolved in favor of the compliant party (i.e., on the basis of

the decision of the Authority in the last step of the grievance procedure or on the basis of the relief requested in the grievance). Further, the request, for Arbitration shall be clearly set forth in writing, and the Arbitrator is empowered to rule only on the issue(s) presented in the grievance. The Arbitrator cannot deviate from the language of this contract and his powers are limited by this contract. The Arbitrator will weigh all evidence and arguments on the points of dispute, and the written decision of the Arbitrator shall be final and binding upon the parties. The Arbitrator shall not add or detract from, alter or otherwise amend in any way the provisions of this Agreement. The parties shall jointly share the cost of the Arbitrator. The cost of the transcript, if requested, shall be borne by the party requesting the transcript.

Disciplinary entries are valid up to five (5) years after entry.

ARTICLE 18 BULLETIN BOARDS

The Authority shall purchase three (3) bulletin boards for the use of the Union, with one to be placed at the LOC (LYNX Operations Center), and the others at Osceola and LCS (LYNX Central Station). The Union shall reimburse the Authority for the costs of the bulletin boards within sixty (60) days of receiving an invoice from the Authority. The Authority shall be responsible for installing the bulletin boards, which shall be a reasonable size and have a sealed enclosure. All postings or notices on the boards shall relate solely to official Union business and shall contain no defamatory, discriminatory, political or inflammatory language, or language that is injurious to the reputation of the Authority, its employees, or to workplace morale. The bulletin boards shall be maintained by the Union in a professional manner

and any posting on the boards shall have the official signature or letterhead of the Union. The Authority shall have the right to remove any notices or postings that do not meet the standards of this section. The union will retain the key to the bulletin boards.

ARTICLE 19 SEVERANCE OR SAVINGS CLAUSE

19.1 If any article or section of this Agreement should be found invalid, unlawful, or not enforceable, by reason of any existing or subsequently enacted legislation or by judicial authority, all other articles and sections of this Agreement shall remain in full force and effect for the duration of this Agreement.

19.2 In the event of any invalidation of any article or section, both the Authority and the Union agree to meet within sixty (60) days of such determination for the purpose of arriving at a mutually satisfactory replacement, if any, for such article or section.

ARTICLE 20 ENTIRE AGREEMENT

20.1 The parties acknowledge and agree that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands or proposals with respect to any subject or matter included by law within the area of collective bargaining and that all the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Authority and the Union, for the life of this Agreement, each voluntarily and unqualifiedly waives the right to require further

collective bargaining, and each agrees that the other shall not be obligated to bargain collectively with respect to any matter or subject not specifically referred to or covered by this Agreement, whether or not such matters have been discussed, even though such subjects or matters may not have been within the knowledge or contemplation of either or both parties at the time they negotiated or signed this Agreement. The parties further expressly acknowledge that this Agreement is at all times subject to the contingencies and limitations contained in Chapter 447, Part II, Florida Statutes.

20.2 This Contract constitutes the sole and entire agreement between the parties and supersedes all prior agreements, oral or written, expressed or implied, between the Authority, the Union and the Authority's employees, and expresses all obligations of, and restrictions imposed on, the Union and the Authority and its employees during its term.

ARTICLE 21 DURATION, MODIFICATION AND TERMINATION OF AGREEMENT

This Agreement is effective upon the first full pay period following ratification by the employees and approval by LYNX' Board of Directors. This Agreement shall thereafter continue in full force and effect through midnight on the thirtieth (30th) day of September 2026, when it shall terminate. If either party desires to negotiate a new Agreement, it shall provide written notice to the other party one hundred twenty (120) calendar days before the contract termination date.

The re-opener request must be made, in writing and delivered to the Union President (if requested by the Authority) of the Director of Human Resources (if requested by the Union).

The Union and the Authority agree not to re-open any Article of the Agreement, except as required by law.

This Agreement shall not be amended or modified without prior written agreement by the Union and the Authority.

IN WITNESS WHEREOF, the parties hereto have caused this Labor Agreement to be signed in its respective names by its respective representatives, thereunto duly authorized by the LYNX Board of Directors on August 24, 2023 with an effective date of October 1, 2023.

**CENTRAL FLORIDA REGIONAL
TRANSPORTATION AUTHORITY**

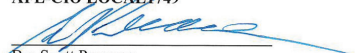


By: Tiffany Homler Hawkins
Chief Executive Officer



Witness

**AMALGAMATED TRANSIT UNION
AFL-CIO LOCAL 1749**



By: Scott Penvose
President/Business Agent



Witness

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