



ATU Local 1749



2020



Labor Agreement

Central Florida Regional Transportation Authority & Amalgamated Transit Union Local 1749

OCTOBER 1, 2020 THROUGH SEPTEMBER 30, 2023

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ARTICLE 1 PREAMBLE

This Agreement is entered into by and between Central Florida Regional Transportation, 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 Supervisors and Maintenance Supervisors. 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 anyone 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

7.1 DUES WITHHOLDING

Upon receipt by the Authority of a signed written authorization form by an employee covered by this Agreement, the Authority will deduct from the employee's bi-weekly pay the amount owed to the Union by such employee for dues. The Union agrees that no officer or agent of the Union will collect or attempt to collect such Union dues, initiation fees, fines, penalties or special assessments at any time during working hours or on the Authority owned or leased property. The Authority will remit dues withheld from employee pay to the Union within fifteen (15) days from the date of deduction. Any changes in the amount to be deducted from an employee's wages will be sent to the Authority in writing by an authorized officer or officers of the Union and shall be done at least thirty (30) days in advance of the effective date of such change.

The Authority's remittance will be deemed correct if the Union does not give written notice to the Authority within fifteen (15) calendar days after a remittance is made by the Authority, with reason(s) the Union believes the remittance is incorrect. The Union will indemnify, defend and hold the Authority harmless

against all claims made or expenses incurred and against any suit instituted against the Authority on account of any deduction of Union dues.

7.2 EFFECTIVE DATE

The effective date for deducting dues shall be the next payroll date at least fifteen (15) days following the date the signed written authorization for dues deduction is received by the Authority. If an employee desires to cease dues deductions, he must notify the Union, which will then notify the Authority, in writing, of the cessation of dues withholding for the employee. In the event of a dispute between the employee and the Union over the continued withholding of dues, the amount will be set aside or paid to the Union, subject to the indemnification provisions set forth above, during the duration of the dispute.

The effective date for stopping the dues deduction shall be the next payroll date at least fifteen (15) days following the date the signed written form for stopping dues deduction is received by the Authority. Dues withholding cease upon an employee's termination of employment or upon termination of this Agreement.

7.3 NO REMITTANCE

No deduction shall be made from the pay of an employee for any payroll period in which the employee's net earnings during the payroll period, after all other authorized deductions other than union dues, are less than the amount of dues to be checked off. If, at a subsequent date the employee's wages are sufficient to cover the dues amount and any back dues, the Union may submit a request to withhold back dues owing.

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 Deputy Chief 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 cancelled by mutual consent of both parties.

ARTICLE 10 LICENSE REQUIREMENT

All bargaining unit members 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 shall be assigned based on meeting requisite qualifications and 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.

\$400.00 in year FY2021

\$400.00 in year FY2022

\$400.00 in year FY2023

Supervisors shall also receive additional one-time payments of \$225.00 the first full pay periods in October 2020 and April 2021. These additional one-time payments will not establish status quo after the expiration of this Agreement and will simply drop out of the Agreement at its expiration.

The Authority will provide an annual safety shoe allowance for all Maintenance Supervisors of \$200.00, and an annual shoe allowance of \$125.00 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. \$28.15

2. \$29.00

3. \$29.87

4. \$30.76

New Hires/Current Maintenance Supervisor Steps:

1. \$31.51

2. \$32.48

3. \$33.45

A two percent change to the top rate and a one-step move for everyone in pay progression effective the first full pay-period in October 2020.

YEAR TWO

This Article is subject to a wage re-opener in Year 2. The re-opener request must be made in writing and delivered to the Union President (if requested by the Authority) or the Director of Human Resources (if requested by the Union) no less than ninety (90) days and no more than one hundred eighty (180) days before September 30, 2021.

YEAR THREE

This Article is subject to a wage re-opener in Year 3. The re-opener request must be made in writing and delivered to the Union President (if requested by the Authority) or the Director of Human Resources (if requested by the Union) no less than ninety (90) days and no more than one hundred eighty (180) days before September 30, 2022.

13.1 NIGHT DIFFERENTIAL

Supervisors who work 50% or more of her/his scheduled work from 6:00p.m. to 6:00a.m. shall receive a \$.50 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.

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.

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

An Employee who believes he has been unjustly disciplined, or that any provision of this Agreement has not been properly applied or interpreted, or against whom the Authority has brought charges shall present his grievance in writing, in accordance with the currently existing administrative grievance procedure. Suspensions of less than three (3) days and any lesser discipline will not proceed to arbitration. Any other grievance decision of the Executive Director or his designee or agent may be appealed through an arbitration conducted by the American Arbitration Association ("AAA") in accordance with its Employment Dispute Resolution Rules. If the Union desires to proceed to arbitration it must inform the Authority in writing of its decision to seek arbitration within ten (10) calendar days of the decision of the Executive Director or his designee or agent regarding the grievance. The Union and the Authority will then

notify, within ten (10) calendar days, the AAA to commence the arbitration process.

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 the stenographic services. In the event that both parties agree to have stenographic services at the hearing, said parties they shall share equally the cost of said service and transcripts. The cost of the arbitrator shall be equally divided among the parties.

Unless otherwise mutually agreed in advance, the submission to the arbitrator shall be based on the original written grievance submitted in the Grievance Procedure. The arbitrator shall consider and decide only on the specific grievance issue(s) submitted to him/her in writing by the Authority and the Union and shall have no authority to consider or rule upon any other matter in this Agreement unless the parties otherwise mutually agree in writing.

The power and authority of the arbitrator shall be strictly limited to determination and interpretation of the explicit terms of this Agreement, as set forth in this article. The arbitrator shall not have the authority to add to, subtract from, or modify any of said terms or to limit or impair any right that is reserved to the Authority or the Union.

No decision of any arbitrator in anyone case shall create a basis for retroactive treatment in any other case.

No disciplinary action or any action by the Authority will be suspended or delayed during the grievance or arbitration period. The Authority, the Union, and the Employees recognize that it is their desire to resolve disputes and grievances informally whenever possible, and the parties agree to initiate informal

contact when practicable to resolve such disputes and grievances.

A matter otherwise constituting a grievance not presented within the time limits and in compliance with this Article shall be conclusively barred on the merits following expiration of the prescribed time limit. A grievance which is for any reason not advanced through the steps of the existing grievance policy or arbitration within the time limits prescribed for such advancement, shall be similarly barred. Similarly, if the Authority fails to respond timely during any step of the grievance process, it shall forfeit its position on the grievance.

A time limit at any stage of the grievance procedure may be extended by written mutual agreement of the Union and the Authority.

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 .

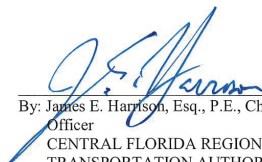
ARTICLE 21 DURATION, MODIFICATION, AND TERMINATION OF AGREEMENT

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 2023, 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.


By: James E. Harrison, Esq., P.E., Chief Executive
Officer
CENTRAL FLORIDA REGIONAL
TRANSPORTATION AUTHORITY


Kathleen Leavine
Witness

This Agreement approval upon adoption by Resolution by the Board of Directors of the Central Florida Regional Transportation Authority d.b.a. LYNX this 1st day of October, 2020.


By: Scott Penrose
President/Business Agent
AMALGAMATED TRANSIT UNION,
LOCAL 1749


Paul Hernandez
Witness

