

**FIRST AMENDMENT  
to the  
LABOR AGREEMENT  
between  
CENTRAL FLORIDA REGIONAL TRANSPORTATION AUTHORITY &  
AMALGAMATED TRANSIT UNION AFL-CIO LOCAL 1596  
(October 1, 2020 through September 30, 2023)**

The labor agreement between Central Florida Regional Transportation Authority & Amalgamated Transit Union AFL-CIO Local 1596, with a term of October 1, 2020 through September 30, 2023 (the "CBA"), is amended as follows:

**1. Definitions**

Capitalized terms used but not otherwise defined herein shall have the meanings assigned to them in the CBA.

**2. Wages**

a. ARTICLE 31 – WAGES of the CBA is hereby amended as provided in Exhibit "A" attached hereto.

b. For the avoidance of doubt:

- (i) The elimination of the 70% rate for Operators and Technicians in amended Section 2 of ARTICLE 31 – WAGES takes place after the step move provided for in amended Section 1 of ARTICLE 31 – WAGES; and
- (ii) The Buildings and Grounds Keeper B employees shall be paid a minimum of \$15.00 per hour.

**3. Pension Plan**

a. A new SECTION 7 is hereby added to ARTICLE 30 – PENSION PLAN of the CBA, as follows:

**SECTION 7**

Notwithstanding any other provisions of this Agreement or the Pension Plan to the contrary and subject to and contingent upon completion of all necessary steps to satisfy Florida Constitution Article X, Section 14, Section 112.63, Florida Statutes, and Chapter 447, Florida Statutes:

Pension Plan benefits will be changed as follows: (i) the eligibility milestone for an unreduced DROP benefit at age 58 with at least 20 years of service will be changed to age 55 with at least 20 years of

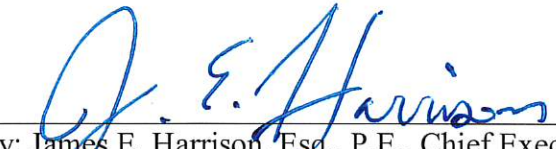
service, (ii) the eligibility milestone for an unreduced retirement benefit at age 58 with at least 20 years of service will be changed to age 55 with at least 20 years of service, (iii) the eligibility milestone for a reduced retirement benefit at age 55 with at least 20 years of service will be eliminated, and (iv) the eligibility milestone for a reduced DROP benefit at age 55 with at least 25 years of service will be eliminated. These changes will be effective on November 1, 2021 or as soon as possible thereafter, but no later than February 1, 2022.


b. The parties will contemporaneously execute an Interpretative Aid document to set forth their mutual intent regarding the details of the Pension Plan benefit changes.

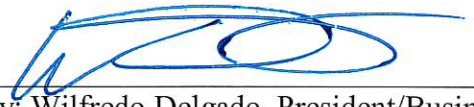
#### 4. No Other Changes

All other provisions of the CBA not specifically amended or supplemented by this First Amendment shall remain the same and in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this First Amendment to be signed in its respective names by its respective representatives, thereunto duly authorized, on this 23<sup>rd</sup> day of September, 2021.

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

  
Witness

  
By: Wilfredo Delgado, President/Business Agent  
AMALGAMATED TRANSIT UNION,  
LOCAL 1596

  
Witness

[EXHIBIT "A" CONTINUES ON FOLLOWING PAGE]

**EXHIBIT "A"****ARTICLE 31- WAGES**

Wages will be paid according to the following schedule:

- 1) Year One: 2.0% change to the top rate and a one step move for everyone in pay progression effective the first full pay period in October 2020.
- 2) Year Two: ~~Wage and Progression re-opener~~ A \$1.00 per hour increase to the top rate followed by a 3.0% change to the new top rate and a one step move for everyone in pay progression effective the first full pay period in October 2021.
- 3) Year Three: Wage and Progression re-opener.

**TRANSPORTATION AND MAINTENANCE TOP WAGE RATES BY CLASSIFICATION**

| POSITION                            | TOP<br>WAGE RATE<br>EFFECTIVE<br>Sept. 30, 20202021 |
|-------------------------------------|---|
| Bus Operator                        | <del>\$23.66</del> 25.40                            |
| Technician A                        | <del>\$26.99</del> 28.83                            |
| Technician B Building and Grounds A | <del>\$25.22</del> 27.01                            |
| Technician C                        | <del>\$24.38</del> 26.14                            |
| Technician D                        | <del>\$21.19</del> 22.85                            |
| Road Ranger                         | <del>\$19.50</del> 21.12                            |
| Building and Grounds B              | <del>\$23.99</del> 25.74                            |
| Service Island Attendant A          | <del>\$20.32</del> 21.96                            |
| Service Island Attendant B          | <del>\$19.70</del> 21.32                            |
| Buildings and Grounds Keeper A      | <del>\$17.52</del> 19.08                            |
| Buildings and Grounds Keeper B      | <del>\$14.94</del> 16.42                            |

Road Ranger employees shall maintain a rate equal to 80% of the top Tech C rate throughout the term of the contract after they have completed their training period. During the Road Ranger's training, the Road Ranger shall be paid an hourly rate of 80% of the top Tech C rate, less one dollar per hour.

**SECTION 2**

If provided for in Section 1, pay Progression (both the move to the next level and the adjustment based on the new top of grade) will be paid as follows:

Operators and Technicians:

~~0-12 Months -- 70% of top rate in each job classification~~

(effective immediately following completion of training for Operators)

12-24 Months - 74% of top rate in each job classification (effective the first full pay period in October following the completion of the probationary period)

25-36 Months - 79% of top rate in each job classification

37-48 Months - 85% of top rate in each job classification

49-60 Months - 92% of top rate in each job classification

thereafter - 100% of top rate in each job classification

Service Island Attendants and Building and Groundskeepers:

0-6 Months - 80% of top rate in each job classification

7-12 Months - 85% of top rate in each job classification

13-18 Months - 90% of top rate in each job classification

19-24 Months - 95% of top rate in each job classification

thereafter - 100% of top rate in each job classification

Notwithstanding the above, Building and Groundskeeper B employees shall make a minimum of \$15.00 per hour.

If an employee obtains top rate for their job classification in progression, then he is eligible for any rate increase for employees at the top wage rate as provided for in Section 1.

Pay progression is not automatic or directly tied to service years. Rather, any advancement in pay progression shall be negotiated by the Union and the Authority and provided for in Section 1.

**SECTION 3**

A Maintenance employee will receive a \$.50 per hour differential when he works 50% or more of his scheduled work from 6:00 p.m. to 6:00 a.m. No differential, paid under this Agreement, will be included as part of an employee's base straight time rate of pay when calculating overtime.

The Authority may, based upon superior experience, place a newly hired technician at any percentage level of any classification. Additionally, the Authority may place a transferring employee at a higher pay rate classification, based upon superior experience.

The Authority expects employees to actively participate in training and an evaluation process during the employee's probationary period. At the completion of the probationary period the employee's performance will be reviewed. The Human Resources Department and the Union will be invited to participate in the review process with Maintenance. The Authority may, based on successful completion of the probationary period and demonstration of superior knowledge and skill, adjust the percentage level of the newly hired employee.

An employee transferring from a higher pay rate classification to a lower pay rate classification will transfer into the position at 90% of the top rate in that new position. After completion of the sixty (60) day probationary period, the employee will then go to the top rate of the new position.

#### SECTION 4

A "Lead Person" may be designated by the appropriate Supervisor in any of the Maintenance Classifications. A "Lead Person" may give directions to bargaining unit employees while also performing bargaining unit work. A "Lead Person" will have no responsibility for employment decisions or personnel actions such as hiring, firing, transfers, promotions or administration of disciplinary measures. A "Lead Person" shall not assume any duties or responsibilities normally considered to be those of the Authority.

A "Lead Person" shall be paid a \$ 1.00 premium per hour worked over and above his regular hourly rate.

No overtime will be paid on the \$1.00 premium rate. No differential paid under this Agreement will be included as part of an employee's base straight time rate of pay when calculating overtime.

#### SECTION 5

"Transportation Instructors and Maintenance Training Assistants" shall be paid a \$1.00 premium, per hour worked, over and above their regular hourly rate while performing training duties. No overtime will be paid on the \$1.00.

"Line Instructors" shall be paid a \$.75 premium, per hour worked, over and above their regular hourly rate while performing line instructor duties. No overtime will be paid on the \$.75. No differential paid under this Agreement will be included as part of an employee's straight time rate of pay when calculating overtime.

Transportation Training Instructors will work a 9-hour shift.

[END OF EXHIBIT "A"]