

A RESOLUTION

AUTHORIZING THE SUBMITTAL OF THE SOUTHWEST/WESTPARK DRAFT ENVIRONMENTAL IMPACT STATEMENT TO THE URBAN MASS TRANSPORTATION ADMINISTRATION FOR REVIEW AND COMMENT.

WHEREAS, federal policy on major mass transportation investments require local analysis of alternatives in support of proposed projects which require federal financial assistance; and

WHEREAS, Metro initiated Phase I Alternatives Analysis in August 1979; and

WHEREAS, on February 13, 1980, the Metro Board identified Southwest/Westpark as the priority corridor for more intensive Phase II analysis based on the Phase I work; and

WHEREAS, the Urban Mass Transportation Administration concurred in the designation of the Southwest/Westpark Corridor as the priority corridor on May 1, 1980; and

WHEREAS, the Phase II priority corridor alternatives analysis is documented in a Draft Environmental Impact Statement; and

WHEREAS, the staff has completed preparation of the proposed Draft Environmental Impact Statement for the Southwest/Westpark Corridor.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE METROPOLITAN TRANSIT AUTHORITY THAT:

Section 1: The Executive Director is hereby authorized to submit the proposed Southwest/Westpark Draft Environmental Impact Statement to the Urban Mass Transportation Administration for review and comment.

Section 2: Metro staff is hereby authorized to initiate public discussion of the Southwest/Westpark alternative in order to provide full

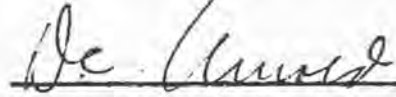
opportunity for the involvement of the public, local elected officials,  
and all levels of government.

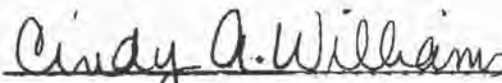
Section 3: This Resolution be effective immediately upon its passage.


PASSED this 2nd day of July, 1980.

APPROVED this 2nd day of July, 1980.

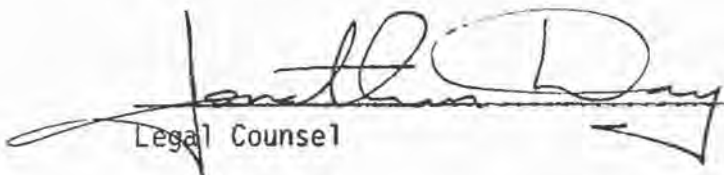
ATTEST:

  
Dan C. Arnold, Chairman of the Board

  
~~Ninfa Laurenzo, Secretary~~  
Assistant Secretary  
APPROVED AS TO SUBSTANCE:

  
Walter J. Addison, Executive Director

APPROVED AS TO FORM:

  
Legal Counsel

## A RESOLUTION

AUTHORIZING THE NEGOTIATION AND EXECUTION OF AMENDMENTS TO EXISTING PHASE II ALTERNATIVES ANALYSIS CONSULTANT CONTRACTS WITH BARTON-ASCHMAN, INC., METROPOLITAN TRANSPORTATION CONSULTANTS, AND SCHIMPELER-CORRADINO ASSOCIATES, IN ORDER TO PROVIDE ADDITIONAL FUNDING FOR TECHNICAL ANALYSIS OF ALTERNATIVES IN RESPONSE TO CONCERNS EXPRESSED BY PUBLIC AND GOVERNMENTAL AGENCIES DURING REVIEW OF THE PROPOSED DRAFT ENVIRONMENTAL IMPACT STATEMENT FOR THE SOUTHWEST/WESTPARK CORRIDOR.

WHEREAS, Phase II Alternatives Analysis is currently underway; and

WHEREAS, continuing technical assistance is required; and

WHEREAS, existing consultant contracts' budgets have been expended in completing the Draft Environmental Impact Statement for the Southwest/Westpark Corridor; and

WHEREAS, public discussion and comments received from governmental agencies may require refinement of existing and/or additional analysis.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE METROPOLITAN TRANSIT AUTHORITY THAT:

Section 1: The Executive Director is hereby authorized to negotiate and execute amendments to existing Phase II Alternatives Analysis contracts with the following consultants:

Barton-Aschman, Inc.	Travel Demand Analysis
Metropolitan Transportation Consultants	Conceptual Engineering
Schimpeler-Corradino Associates	Environmental Impact Assessment

The contract amendments are to provide for additional technical analysis of alternatives in response to concerns expressed by public and governmental agencies during review of the proposed Draft Environmental Impact Statement for the Southwest/Westpark Corridor. A copy of such amendments are to be attached hereto and made a part hereof.

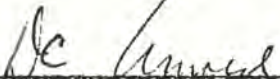
Section 2: Compensation to be paid to these consultants for such additional work as may be required shall not exceed the cumulative total of \$300,000, to be allocated among the consultants by the Executive Director.

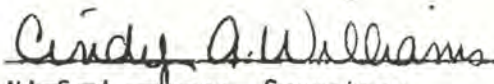
Section 3: This Resolution be effective immediately upon its passage.

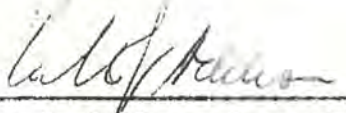
PASSED this 2nd day of July, 1980.

APPROVED this 2nd day of July, 1980.


ATTEST:

  
Dan C. Arnold, Chairman of the Board

  
~~Nirfa Launzeno, Secretary~~  
~~Assistant Secretary~~  
APPROVED AS TO SUBSTANCE:

  
Walter J. Addison, Executive Director

APPROVED AS TO FORM:

  
Jonathan Day  
Legal Counsel



A RESOLUTION

AUTHORIZING THE EXECUTIVE DIRECTOR TO NEGOTIATE AND EXECUTE AN AGREEMENT WITH THE FIRM OF PRICE WATERHOUSE & COMPANY FOR AUDITING SERVICES FOR THE METROPOLITAN TRANSIT AUTHORITY.

WHEREAS, a Request for Proposals (RFP) for a three-year engagement for auditing services for the Metropolitan Transit Authority was issued on May 19, 1980; and

WHEREAS, a total of twenty-two (22) firms received the Request for Proposals; and

WHEREAS, eight (8) responses were received on June 6, 1980; and

WHEREAS, an evaluation based on criteria including technical ability, experience and cost was conducted on the proposals submitted; and

WHEREAS, the firm of Price Waterhouse & Company was found to best meet the needs of the Metropolitan Transit Authority.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE METROPOLITAN TRANSIT AUTHORITY THAT:

Section 1: The Executive Director be authorized to negotiate and execute and the Assistant Secretary to attest to an agreement with Price Waterhouse & Company for auditing services for the Metropolitan Transit Authority.

Section 2: The term of the agreement shall be three (3) years.

Section 3: The maximum fees payable for the first audit for the fiscal year ending September 30, 1980 shall not exceed \$31,385.

Section 4: The Executive Director be authorized to approve a maximum additional \$5,000 for special financial related projects.

Section 5: This resolution shall be effective immediately upon its passage.

PASSED this 23rd day of July, 1980.

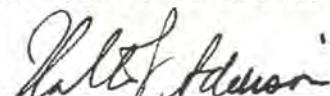
APPROVED this 23rd day of July, 1980.

  
Daniel C. Arnold, Chairman of the Board


ATTEST:

  
Nina Laurenzo, Secretary

APPROVED AS TO SUBSTANCE:

  
Walter Addison, Executive Director

APPROVED AS TO FORM:

  
Legal Counsel

## A RESOLUTION

AUTHORIZING THE EXECUTIVE DIRECTOR TO NEGOTIATE AND EXECUTE AN AGREEMENT WITH DUNCAN INDUSTRIES FOR THE PURCHASE OF 615 NON-REGISTERING FAREBOXES AND RELATED EQUIPMENT AS A SOLE SOURCE PROCUREMENT.

WHEREAS, a new fare collection equipment is needed to replace old collection systems currently in use; and

WHEREAS, normal competitive bidding with normal delivery terms could extend delivery from three (3) to six (6) months; and

WHEREAS, staff has declared the existing circumstances an emergency situation and has received a preliminary commitment from the proposed supplier to expedite the delivery process to within ninety (90) days; and

WHEREAS the proposed system design would be compatible with existing equipment; and

WHEREAS, the proposed system would offer compatibility and system development of data capabilities for future use; and

WHEREAS, a comparative bid from other manufacturers could pre-empt compatibility with existing equipment; and

WHEREAS, the proposed system offers the highest degree of security on the current market; and

WHEREAS, existing MTA Duncan collection equipment has been evaluated at \$401,400; and

WHEREAS, proposed system design and procurement would standardize MTA's revenue collection equipment system.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE METROPOLITAN TRANSIT AUTHORITY THAT:

Section 1: The Executive Director be authorized to negotiate and

execute and the Assistant Secretary to attest to an agreement with Duncan Industries for the purchase of 615 non-registering fareboxes and related equipment as a sole source procurement.

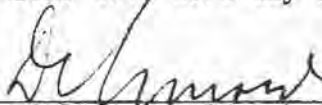
Section 2: The normal competitive bidding process be waived.

Section 3: Total amount of the procurement shall not exceed \$700,000.

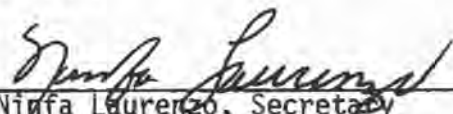
Section 4: This resolution shall be effective immediately upon its passage.

PASSED this 23rd day of July, 1980.

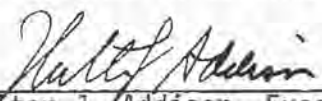
APPROVED this 23rd day of July, 1980.

  
Daniel C. Arnold, Chairman of the Board

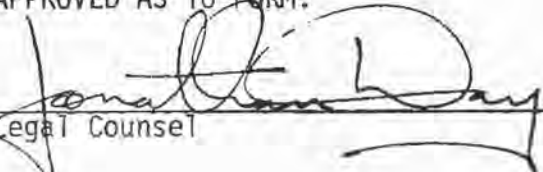
ATTEST:

  
Nina Laurenzo, Secretary

APPROVED AS TO SUBSTANCE:

  
Walter J. Addison, Executive Director

APPROVED AS TO FORM:

  
Jonathan Day  
Legal Counsel



## A RESOLUTION

AUTHORIZING THE EXECUTIVE DIRECTOR TO ISSUE A PURCHASE ORDER FOR TWO (2) BUS WASHERS AND ONE (1) WASH WATER RECLAMATION SYSTEM,

WHEREAS, the Metropolitan Transit Authority competitively bid MTA Project No. 1-80-35-N-68, Purchase and Installation of Two Automatic Bus Washers and One Wash Water Reclamation System; and

WHEREAS, four bids were received on the aforementioned project;and

WHEREAS, MTA staff reviewed and evaluated said bid responses and recommend bid award to the lowest responsive and responsible bidder in accordance with MTA's Bid Procedures.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE METROPOLITAN TRANSIT AUTHORITY:

Section 1: The Executive Director be authorized to issue a purchase order for purchase and installation of two bus washers and one wash water reclamation system to the lowest responsive and responsible bidder for an amount not to exceed \$154,189.00.

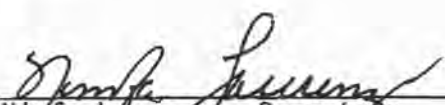
Section 2: This Resolution shall be effective immediately upon its passage.

PASSED this 23rd day of July, 1980

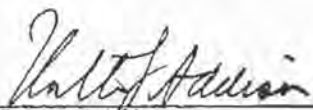
APPROVED this 23rd day of July, 1980

ATTEST:

  
Daniel Arnold, Chairman of the Board

  
Ninfa Laurenzo, Secretary

APPROVED: (Substance)  
Executive Director

  
Walter Addison

APPROVED: (Form)  
Legal Counsel

  
Jonathan Day

## A RESOLUTION

AUTHORIZING THE EXECUTIVE DIRECTOR TO DETERMINE SALVAGE OR SURPLUS STATUS OF MTA-OWNED PERSONAL PROPERTY AND TO PROMULGATE PROCEDURES FOR ITS DISPOSAL AND TO DISPOSE OF SUCH SURPLUS AND SALVAGE PROPERTY.

WHEREAS, from time to time there arises the need to dispose of surplus and salvage property owned by the MTA; and

WHEREAS, for these purposes:

"Property" means personal property, and does not mean real property, or any interest in real property. Personal property affixed to real property may be sold hereunder if its removal and disposition is to carry out a lawful objective; and

"Surplus property" means any personal property which is in excess of the needs of the MTA and which is not required for its foreseeable needs. Surplus property may be used or new but possesses some usefulness for the purpose for which it was intended or for some other purpose; and

"Salvage property" means any personal property which through use, time, or accident is so depleted, worn out, damaged, used, or consumed that it has no value for the purpose for which it was originally intended; and,

WHEREAS, as a matter of expediency it is advisable to authorize the Executive Director to determine that personal property owned by the MTA is surplus or salvage property which should be disposed of by the MTA; and

WHEREAS, furthermore, it is advisable to authorize the Executive Director to establish and to maintain procedures for the transfer, sale or disposal of surplus and salvage property no longer needed by the MTA; and,

WHEREAS, it is also advisable to authorize the Executive Director to execute all documents of title, bills of sale and any other instruments necessary or incidental to the sale of such surplus and salvage property.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE METROPOLITAN TRANSIT AUTHORITY THAT:

Section 1: The Executive Director be authorized to determine that personal property owned by the MTA is surplus or salvage property which should be disposed of by the MTA.

Section 2: The Executive Director be authorized to establish and to maintain procedures and to prescribe all forms for the transfer, sale or disposal of surplus and salvage property no longer needed by the MTA.

Section 3: The Executive Director be authorized to execute all documents of title, bills of sale and any other instruments necessary or incidental to the sale of such surplus and salvage property.

Section 4: Surplus and salvage property acquired in whole or in part through use of federal or state grant funds shall be disposed of in compliance with any rules, procedures or regulations of any applicable granting agency of the federal or state government.

Section 5: The MTA shall dispose of surplus and salvage property acquired through use of totally local MTA funds by competitive bid or auction.

Section 6: If the value of any property or lot of property to be sold is estimated to be over \$1,000, the sale shall be advertised at least one (1) time in at least one (1) newspaper of general circulation in the MTA jurisdiction.

Section 7: The Executive Director shall report all items sold and the sale price to the MTA Board of Directors.

Section 8: If the MTA cannot sell or dispose of any property designated by the Executive Director as surplus or salvage, the Executive Director may order the property destroyed as worthless salvage and report the destruction to the MTA Board of Directors.

Section 9: The Executive Director shall at all times try to realize the maximum return to the MTA in the sale and disposal of surplus and salvage property.

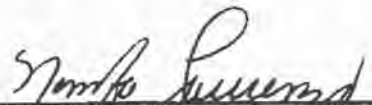
Section 10: Any purchaser of surplus or salvage property at such a sale by the MTA under authorization of the Executive Director shall obtain good title to any property purchased if the purchaser has in good faith complied with the conditions of the sale and the applicable rules and regulations.

Section 11: This Resolution shall be effective immediately upon passage.

PASSED this 23rd day of July, 1980.

APPROVED this 23rd day of July, 1980.

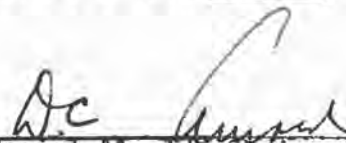
ATTEST:

  
Nina Laurenzo, Secretary

APPROVED: (Substance)  
Executive Director

  
Walter Addison

APPROVED: (Form)  
Legal Counsel

  
Daniel Arnold, Chairman of the Board

  
Jonathan Day



## A RESOLUTION

AUTHORIZING THE EXECUTIVE DIRECTOR TO ISSUE CHANGE NOTICES AND TO NEGOTIATE AND EXECUTE CHANGE ORDERS FOR ALL COMPETITIVELY BID MTA CONTRACTS WHICH CHANGE NOTICES AND CHANGE ORDERS DO NOT EXCEED A CUMULATIVE INCREASE IN THE CONTRACT SUM PER CONTRACT OF 10% OF THE ORIGINAL CONTRACT SUM OR \$100,000, WHICHEVER AMOUNT IS LESS; AND

AUTHORIZING THE EXECUTIVE DIRECTOR TO NEGOTIATE AND TO APPROVE ALL CHANGE NOTICES AND CHANGE ORDERS FOR ALL COMPETITIVELY BID MTA CONTRACTS WHICH DECREASE THE CONTRACT SUM.

WHEREAS, the present Capital Expenditure Control Procedures for the MTA provide that "the Executive Director can approve change orders which do not exceed a cumulative total of \$5,000 for non-construction projects" and that "the Executive Director can approve change orders on construction projects which do not exceed a cumulative total of \$50,000"; and,

WHEREAS, for these purposes a Change Notice to a contractor shall constitute a written unilateral order issued by the MTA directing the contractor to make changes within the scope of the contract that the changes clause of the contract authorizes the MTA to order without the consent of the contractor; and

WHEREAS, for these purposes a Change Order to a contract shall constitute a contract modification agreed to by both the MTA and the Contractor, such Change Order including the agreed to changes in costs, schedule or other terms of the contract, if any, which result from the issuance of Change Notice(s), and

WHEREAS, by Resolution No. 80-58, passed by the MTA Board on April 9, 1980, the MTA Board approved the revision of the Competitive Bidding Procedures to permit the Executive Director to solicit bids and to award contracts for projects or procurements of \$100,000 or less; and,

WHEREAS, as a matter of expediency it is advisable to extend the power of the Executive Director in regard to the issuance of Change Notices and the negotiation and execution of Change Orders so that such power correlates to his power to enter contracts on behalf of the MTA; and,

WHEREAS, as a further matter of expediency, it is also advisable to grant the Executive Director the power to issue all Change Notices and to negotiate and to execute all Change Orders which result in a decrease in the contract sum.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE METROPOLITAN TRANSIT AUTHORITY THAT:

Section 1: The Executive Director be authorized to issue all Change Notices and to negotiate and execute all Change Orders for all competitively bid MTA Contracts in order to make any change in the Work within the general scope of the original Contract which shall not exceed a cumulative increase in the contract sum per contract of 10% of the original contract sum or \$100,000, whichever amount is less.


Section 2: The Executive Director be authorized to issue all Change Notices and to negotiate and to execute all Change Orders for all competitively bid MTA Contracts which shall result in a decrease in the contract sum.

Section 3: This Resolution shall be effective immediately upon its passage.

PASSED this 23rd day of July, 1980.

APPROVED this 23rd day of July, 1980.

ATTEST:

  
Daniel Arnold, Chairman of the Board

  
Nymfa Laurenzo, Secretary

APPROVED: (Substance)  
Executive Director

  
Walter Addison

APPROVED: (Form)  
Legal Counsel

  
Jonathan Day

## A RESOLUTION

AUTHORIZING THE EXECUTIVE DIRECTOR TO NEGOTIATE AND TO EXECUTE CERTAIN AMENDATORY AGREEMENTS TO MTA SERVICES CONTRACTS.

WHEREAS, by Resolution No. 80- 58, passed by the MTA Board on April 9, 1980, the MTA Board approved the revision of the MTA Procedures for the Procurement of Professional, Personal and Non-Personal Services; and

WHEREAS, such Procedures allow the Executive Director to negotiate and to execute the following:

1. Locally-funded contracts, \$25,000 or less in dollar value, for Professional and Personal Services.
2. Contracts funded in whole or in part through use of federal grant funds, \$10,000 or less in dollar value, for Professional and Personal Services.
3. Contracts, \$10,000 or less in dollar value, for Non-Personal Services; and,

WHEREAS, as a matter of expediency it is advisable to grant the Executive Director the power to negotiate and to execute amendatory agreements to MTA services contracts subject to the same limits as the power granted the Executive Director to negotiate and to execute original contracts for such services.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE METROPOLITAN TRANSIT AUTHORITY THAT:

Section 1: The Executive Director be authorized to negotiate and to execute amendatory agreements to MTA services contracts as follows:

1. Amendatory agreements for \$25,000 or less to locally-funded MTA contracts for Professional or Personal Services.
2. Amendatory agreements for \$10,000 or less to federally-funded MTA contracts for Professional or Personal Services.
3. Amendatory agreements for \$10,000 or less to MTA contracts for Non-Personal Services.

Section 2: This Resolution shall be effective immediately upon its passage.

PASSED this 23rd day of July, 1980.

APPROVED this 23rd day of July, 1980.

ATTEST:

D. Arnold  
Daniel Arnold, Chairman of the Board

Ninfa Laurenzo  
Ninfa Laurenzo, Secretary

APPROVED: (Substance)  
Executive Director

Walter Addison  
Walter Addison

APPROVED: (Form)  
Legal Counsel

Jonathan Day  
Jonathan Day



RESOLUTION AUTHORIZING USE OF  
FACSIMILE SIGNATURE FOR  
FIRST CITY NATIONAL BANK OF HOUSTON  
PAYROLL ACCOUNT 90-06079

I HEREBY CERTIFY that at a meeting of the Board of Directors on July 23, 1980, the METROPOLITAN TRANSIT AUTHORITY, a Political Sub-Division of the State of Texas duly and regularly called; noticed and held, and at which there was present a quorum of said Board, the following resolution was unanimously adopted, to-wit:

RESOLVED, that FIRST CITY NATIONAL BANK OF HOUSTON, a national banking association domiciled in Houston, Harris County, Texas (the "Bank"), is hereby authorized and directed without further inquiry to honor as genuine and authorized instruments of this corporation, any and all checks, drafts or other orders for the payment of money drawn in the name of this corporation in amounts not to exceed \$3,000.00 for any one check, draft, and/or order, and signed with the facsimile signature of the following:

David A. Boggs  
Wayne B. Placide

BE IT FURTHER RESOLVED, that this corporation assumes full responsibility for any and all payments made by the Bank in reliance upon the facsimile signature of any person named in the foregoing Resolution, and agrees to indemnify and hold harmless the Bank against any and all loss, cost, damage or expense suffered or incurred by the Bank arising out of the misuse or unlawful or unauthorized use by any person of such facsimile signature.

BE IT FURTHER RESOLVED, that the Executive Director of this corporation is hereby authorized and directed to deliver to the Bank specimens of the facsimile signature of the persons above named.

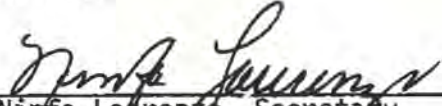
BE IT FURTHER RESOLVED, that the authority hereinbefore given the above named persons shall remain irrevocable so far as the Bank is concerned unless and until the Bank is notified in writing of the revocation of such authority and has, in writing, acknowledged receipt of such notification.

PASSED this 23rd day of July, 1980.

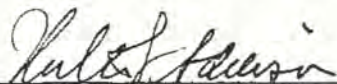
APPROVED this 23rd day of July, 1980.

  
Daniel C. Arnold, Chairman of the Board

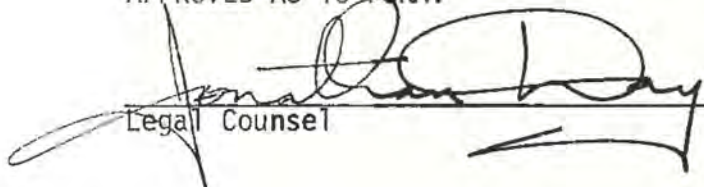
ATTEST:

  
Ninfa Laurenzo, Secretary

APPROVED AS TO SUBSTANCE:

  
\_\_\_\_\_  
Walter J. Addison, Executive Director

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Legal Counsel

RESOLUTION AUTHORIZING USE OF  
FACSIMILE SIGNATURE FOR  
FIRST CITY NATIONAL BANK OF HOUSTON  
PAYROLL ACCOUNT 90-06087

I HEREBY CERTIFY that at a meeting of the Board of Directors on July 23, 1980, the METROPOLITAN TRANSIT AUTHORITY, a Political Sub-Division of the State of Texas duly and regularly called; noticed and held, and at which there was present a quorum of said Board, the following resolution was unanimously adopted, to wit:

RESOLVED, that FIRST CITY NATIONAL BANK OF HOUSTON, a national banking association domiciled in Houston, Harris County, Texas (the "Bank"), is hereby authorized and directed without further inquiry to honor as genuine and authorized instruments of this corporation, any and all checks, drafts or other orders for the payment of money drawn in the name of this corporation in amounts not to exceed \$3,000.00 for any one check, draft, and/or order, and signed with the facsimile signature of the following:

David A. Boggs  
Wayne B. Placide

BE IT FURTHER RESOLVED, that this corporation assumes full responsibility for any and all payments made by the Bank in reliance upon the facsimile signature of an person named in the foregoing Resolution, and agrees to indemnify and hold harmless the Bank against any and all loss, cost, damage or expense suffered or incurred by the Bank arising out of the misuse or unlawful or unauthorized use by any person of such facsimile signature.

BE IT FURTHER RESOLVED, that the Executive Director of this corporation is hereby authorized and directed to deliver to the Bank specimens of the facsimile signature of the person(s) above named.

BE IT FURTHER RESOLVED, that the authority hereinbefore given to the above named person shall remain irrevocable so far as the Bank is concerned unless and in until the Bank is notified in writing of the revocation of such authority and has, in writing, acknowledged receipt of such notification.

PASSED this 23rd day of July, 1980

APPROVED this 23rd day of July, 1980.

  
Daniel C. Arnold, Chairman of the Board

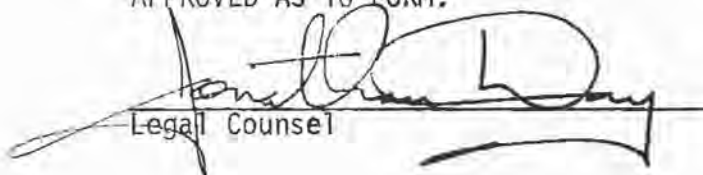
ATTEST:

  
Ninfa Laurezo, Secretary

APPROVED AS TO SUBSTANCE:

  
Walter J. Addison, Executive Director

APPROVED AS TO FORM:

  
Legal Counsel



RESOLUTION AUTHORIZING THE SIGNING OF CHECKS  
AT FIRST CITY NATIONAL BANK OF HOUSTON

ACCOUNT NUMBER 90-06060

I HEREBY CERTIFY that at meeting of the Board of Directors on July 23, 1980, the METROPOLITAN TRANSIT AUTHORITY, a Political Sub-Division of the State of Texas duly and regularly called; noticed and held, and at which there was present a quorum of said Board, the following resolution was unanimously adopted, to-wit:

RESOLVED, that FIRST CITY NATIONAL BANK OF HOUSTON, HOUSTON, TEXAS, be and it is hereby selected as a depository for the funds of this Corporation, that said funds shall be withdrawn from said depository on the check of this Corporation signed by two (2) of the following officers of this Corporation: that any of them are authorized to endorse and cash checks and drafts for and on behalf of this Corporation:

Walter J. Addison  
David A. Boggs  
Wayne B. Placide  
G. William Kern  
Marilee Wood

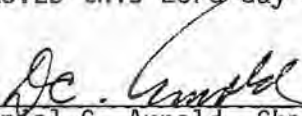
BE IT FURTHER RESOLVED, that any of the above named officers shall be authorized to individually sign for and receive the statements and cancelled vouchers of this Corporation, or to appoint, in writing, agents to so sign for and receive such documents, and any of the above named officers are hereby further authorized to stop payment against checks of this Corporation and to bind the Corporation thereto. It is further resolved that any indebtedness created in connection with this account by any of the signing officers of the Corporation, whose signatures shall be required on checks or drafts or other orders of payment or fund transfers shall be the debt of this Corporation.

BE IT FURTHER RESOLVED, that said Bank is hereby authorized to receive such drafts, checks, notes or orders so executed for the credit of, or in payment from, the payee or any other holder without inquiry in any case as to the circumstances of their issue or the disposition of their proceeds, whether drawn to the individual order of, or tendered in payment of any individual obligations of, any of the officers above named, or other officers of this Company or otherwise.


BE IT FURTHER RESOLVED, that said Authority hereby conferred shall remain in force until written notice of the revocation thereof shall be received by said Bank; and that the certification of the Secretary of this Corporation as to the election and appointment of the officers so authorized to sign such checks and endorsements, as as to the signatures of such officers, shall be binding upon this Corporation.

PASSED this 23rd day of July, 1980.


APPROVED this 23rd day of July, 1980.

  
Daniel C. Arnold, Chairman of the Board

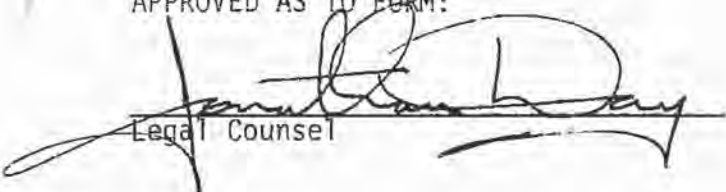
ATTEST:

  
Nina Lawrence, Secretary

APPROVED AS TO SUBSTANCE:

  
Walter J. Addison, Executive Director

APPROVED AS TO FORM:

  
Legal Counsel

RESOLUTION AUTHORIZING THE SIGNING OF CHECKS  
AT FIRST CITY NATIONAL BANK OF HOUSTON

ACCOUNT NUMBER 90-06052

I HEREBY CERTIFY that at a meeting of the Board of Directors on July 23, 1980, the METROPOLITAN TRANSIT AUTHORITY, a Political Sub-Division of the State of Texas, duly and regularly called; noticed and held, and at which there was present a quorum of said Board, the following resolution was unanimously adopted, to-wit:

RESOLVED, that FIRST CITY NATIONAL BANK OF HOUSTON, HOUSTON, TEXAS, be and it is hereby selected as a depository for the funds of this Corporation; that said funds shall be withdrawn from said depository on the check of this Corporation signed by two (2) of the following officers of this Corporation: that any of them are authorized to endorse and cash checks and drafts for and on behalf of this Corporation:

Walter J. Addison  
David A. Boggs  
Wayne B. Placide  
G. William Kern  
Marilee Wood

BE IT FURTHER RESOLVED, that any of the above named officers shall be authorized to individually sign for and receive the statements and cancelled vouchers of this Corporation, or to appoint, in writing, agents to so sign for and receive such documents, and any of the above named officers are hereby further authorized to stop payment against checks of this Corporation and to bind the Corporation thereto. It is further resolved that any indebtedness created in connection with this account by any of the signing officers of the Corporation, whose signatures shall be required on checks or drafts or other orders of payment or fund transfers shall be the debt of this Corporation.

BE IT FURTHER RESOLVED, that the said Bank is hereby authorized to receive such drafts, checks, notes, or orders so executed for the credit of, or in payment from, the payee or any other holder without inquiry in any case as to the circumstances of their issue or the disposition of their proceeds, whether drawn to the individual order of, or tendered in payment of any individual obligations of, any of the officers above named, or other officers of this Company or otherwise.

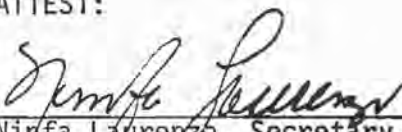
BE IT FURTHER RESOLVED, that said authority hereby conferred shall remain in force until written notice of the revocation thereof shall be received by said Bank; and that the certification of the Secretary of this Corporation as to the election and appointment of the officers so authorized to sign such checks and endorsements, and as to the signatures of such officers, shall be binding upon this Corporation.

PASSED this 23rd day of July, 1980.

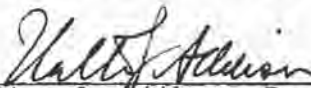
APPROVED this 23rd day of July, 1980.

  
Daniel C. Arnold, Chairman of the Board


ATTEST:

  
Ninfa Laurenzo, Secretary

APPROVED AS TO SUBSTANCE:

  
Walter J. Addison, Executive Director

APPROVED AS TO FORM:

  
Jonathan Day  
Legal Counsel



RESOLUTION AUTHORIZING THE SIGNING OF CHECKS  
AT HOUSTON NATIONAL BANK

ACCOUNT NUMBER 01-7167-0

I HEREBY CERTIFY that at a meeting of the Board of Directors on July 23, 1980, the METROPOLITAN TRANSIT AUTHORITY, a Political Sub-Division of the State of Texas duly and regularly called; noticed and held, and at which there was present a quorum of said Board, the following resolution was unanimously adopted, to-wit:

RESOLVED, that HOUSTON NATIONAL BANK OF HOUSTON, TEXAS be and it is hereby selected as a depository of the funds of this Corporation; that said funds shall be withdrawn from said depository on the check of the Corporation signed by the following officers of this Corporation: that any of them are authorized to endorse and cash checks and drafts for and on behalf of this Corporation in the following manner:

\$0 to \$1,500.00 - One Signature	Over \$1,500.00 - Two Signatures
Tom Cody	Any one of { Beverly Grisby
Ernest Lucas	{ Roy Lively
David Boyd	{ Tom Cody
Ralph Wear	{ plus
	Any one of { David A. Boggs
	{ Wayne B. Placide
	{ G. William Kern

BE IT FURTHER RESOLVED, that any of the above named officers shall be authorized to individually sign for and receive the statements and cancelled vouchers of this Corporation, or to appoint, in writing, agents to so sign for and receive such documents, and any of the above named officers are hereby further authorized to stop payment against checks of this Corporation and to bind the Corporation thereto. It is further resolved that any indebtedness created in connection with this account by any of the signing officers of the Corporation, whose signatures shall be required on checks or drafts or other orders of payment or fund transfers shall be the debt of this Corporation.

BE IT FURTHER RESOLVED, that the said Bank is hereby authorized to receive such drafts, checks, notes or orders so executed for the credit of, or in payment from, the payee or any other holder without inquiry in any case as to the circumstances of their issue or the disposition of their proceeds, whether drawn to the individual order of, or tendered in payment of any individual obligations of, any of the officers above named, or other officers of this Company or otherwise.

BE IT FURTHER RESOLVED, that said authority hereby conferred shall remain in force until written notice of the revocation thereof shall be received by said Bank; and that the certification of the Secretary of the Corporation as to the election and appointment of the officers so authorized to sign such checks and endorsements, and as to the signatures of such officers, shall be binding upon this Corporation.

PASSED this 23rd day of July, 1980.

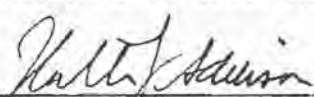
APPROVED this 23rd day of July, 1980.

  
Daniel C. Arnold, Chairman of the Board

ATTEST:

  
Ninfa Laurenzo, Secretary

APPROVED AS TO SUBSTANCE:

  
Walter J. Addison, Executive Director

APPROVED AS TO FORM:

  
Jonathan Day  
Legal Counsel

A RESOLUTION

AUTHORIZING THE APPOINTMENT OF COMPANY REPRESENTATIVES TO THE BOARD OF TRUSTEES OF THE TRANSPORT WORKERS' UNION, LOCAL 260, AFL-CIO PENSION PLAN.

WHEREAS, pursuant to terms of the Transport Workers' Union Pension Plan, Local 260, AFL-CIO (the "Plan") between the Metropolitan Transit Authority and the Transport Workers' Union, Local 260, AFL-CIO (the "Union"); and

WHEREAS, Section 10.01 of the Plan provides for the appointment of two (2) company representatives to the Board of Trustees of the Plan;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE METROPOLITAN TRANSIT AUTHORITY THAT:

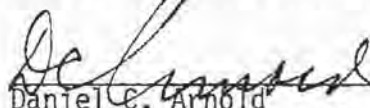
Section 1: Effective July 23, 1980, B. A. Robinson and Richard Drake are removed as trustees of the trust created pursuant to the plan and David A. Boggs and Thomas A. Niskala are hereby appointed as company representatives to serve on the Board of Trustees of said trust.

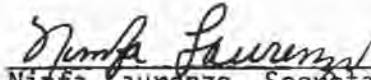
Section 2: This resolution shall be effective immediately upon its passage.

PASSED this 23rd day of July, 1980.


APPROVED this 23rd day of July, 1980.

ATTEST:

  
Daniel C. Arnold  
Chairman of the Board

  
Niffa Laurenzo, Secretary

APPROVED AS TO SUBSTANCE:

  
Walter Addison, Executive Director

APPROVED AS TO FORM:

  
Jonathan L. Day  
Legal Counsel

A RESOLUTION

AUTHORIZING THE APPOINTMENT OF TRUSTEES TO THE BOARD OF TRUSTEES OF THE NON-UNION PENSION PLAN.

WHEREAS, pursuant to term of the Metropolitan Transit Authority's Non-Union Pension Plan (the "Plan"); and

WHEREAS, Section 10.01 of the Plan provides for the appointment of no less than three (3) nor more than five (5) persons to the Board of Trustees by the Board of Directors of the Metropolitan Transit Authority;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE METROPOLITAN TRANSIT AUTHORITY THAT:

Section 1: Walter J. Addison, David Boggs and Thomas A. Niskala are hereby appointed as Trustees to serve on the Board of Trustees of said trust.


Section 2: This resolution shall be effective immediately upon its passage.

PASSED this 23rd day of July 21, 1980.


APPROVED this 23rd day of July 21, 1980.

ATTEST:


  
Daniel C. Arnold, Chairman of the Board

  
Ninfa Laurenzo, Secretary

APPROVED AS TO SUBSTANCE:

  
Walter Addison, Executive Director

APPROVED AS TO FORM:

  
Legal Counsel



## A RESOLUTION

AUTHORIZING THE EXECUTION OF AN AGREEMENT WITH THE FIRM OF AKIN, GUMP, HAUER & FELD FOR LEGAL SERVICES IN REGARD TO GENERAL REPRESENTATION BEFORE FEDERAL OFFICES, AGENCIES, COURTS AND PUBLIC BODIES.

WHEREAS, actions taken by Congress, the Executive Office of the President, the Department of Transportation, other federal agencies and the federal courts often has a significant impact on the Metropolitan Transit Authority; and

WHEREAS, due to the effect of these actions, the Metropolitan Transit Authority desires to retain legal representation and counsel before and concerning the Congress, Executive Office of the President, the Department of Transportation, and all other federal agencies, departments, divisions and other instrumentalities of the federal government; and

WHEREAS, the offices of the firm of Akin, Gump, Hauer & Feld are located in Washington, D. C.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE METROPOLITAN TRANSIT AUTHORITY THAT:

Section 1: The Executive Director be authorized to negotiate and execute and the Assistant Secretary to attest to an agreement with the firm of Akin, Gump, Hauer & Feld for legal services in regard to representation before federal offices, agencies, courts and public bodies.

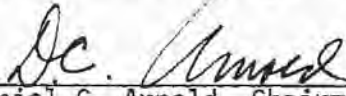
Section 2: The MTA shall be billed a monthly fee including a fee for services of the attorneys based upon such attorneys' standard billable hourly rates and a charge for reasonable out-of-pocket and related expenses payable proratably each month.

Section 3: This resolution shall be effective immediately upon its passage.



PASSED this 23rd day of July, 1980.

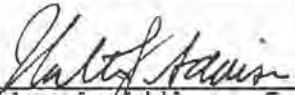
APPROVED this 23rd day of July, 1980.

  
Daniel C. Arnold, Chairman of the Board


ATTEST:

  
Nirma Lorenzo, Secretary

APPROVED AS TO SUBSTANCE:

  
Walter J. Addison, Executive Director

APPROVED AS TO FORM:

  
Legal Counsel

AN ORDER

DECLARING THE WITHDRAWAL OF THE CITY OF FRIENDSWOOD, TEXAS AND THE CITY OF WALLER, TEXAS.

WHEREAS, pursuant to Tex. Rev. Cir. St. Ann. art. 1116x Sec. 6D., the governing bodies of the Cities of Friendswood and Waller, Texas called elections within their cities on April 5, 1980, on the question of whether the respective city should withdraw from the Metropolitan Transit Authority of Harris County, Texas ("Metro");

WHEREAS, a majority of the qualified voters in both the Cities of Friendswood and Waller voted to withdraw from Metro and the results of such elections have been certified by the governing bodies of both of the cities to Metro's Board of Directors as shown in attachments "A" and "B", which attachment reflect the date of the election, the proposition voted on, the total number of votes cast for and against the proposition in each election unit and the number of votes by which the proposition was approved in each election unit, which attachments "A" and "B" are incorporated herein for all purposes.

NOW, THEREFORE, BE IT ADOPTED BY THE BOARD OF DIRECTORS OF METRO, THAT:

Section 1: The City of Friendswood be declared withdrawn from Metro effective October 1, 1980.

Section 2: The City of Waller be declared withdrawn from Metro effective October 1, 1980.

Section 3: A map of Metro clearly showing the boundaries of the authority following the withdrawal of the Cities of Friendswood and Waller is attached hereto and incorporated herein for all purposes as attachment "C".

Section 4: The Secretary is authorized and directed to enter these results in the Board minutes.

Section 5: The Executive Director is authorized to file a certified copy of this Order with the State Department of Highways and Public Transportation, the Comptroller of Public Accounts, and in the Deed Records of each County in which Metro is located.

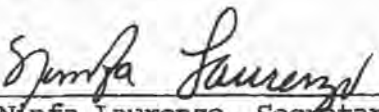
Section 6: This Order is effective immediately upon its passage.

PASSED this 23rd day of July, 1980.

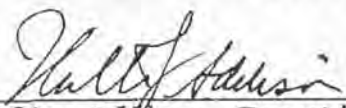
APPROVED this 23rd day of July, 1980.

  
Daniel C. Arnold, Chairman of the Board

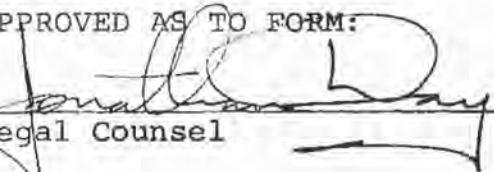
ATTEST:

  
Ninfa Laurenzo, Secretary

APPROVED AS TO SUBSTANCE:

  
Walter Addison, Executive Director

APPROVED AS TO FORM:

  
Legal Counsel



# City of Friendswood

109 WILLOWICK—PHONE 482-3323  
FRIENDSWOOD, TEXAS 77546

April 22, 1980

Attachment "A"

CERTIFIED MAIL - RETURN RECEIPT REQUESTED

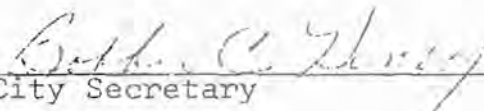
Board of Directors  
Metropolitan Transit Authority  
P.O. Box 61429  
Houston, Texas 77208

Gentlemen:

Pursuant to Senate Bill No. 865, the City of Friendswood held an election on April 5, 1980 on the proposition "Shall the City of Friendswood, Texas, withdraw from the Houston Metropolitan Transit Authority?"

Transmitted herewith is a certified copy of a resolution setting forth the results of that election.

Sincerely,

  
City Secretary

cc: State Dept. of Highways  
and Public Transportation  
State Comptroller



# City of Friendswood

169 WILLOWICK PHONE 482 3323  
FRIENDSWOOD, TEXAS 77546

April 23, 1980

Attachment "A"

THE STATE OF TEXAS     §

COUNTY OF GALVESTON     §

I, RALPH L. LOWE, Mayor of the City of Friendswood, Texas, do hereby certify that the attached is a true and correct copy of a resolution calling an election and a resolution canvassing the returns of an election on the question "Shall the City of Friendswood, Texas, withdraw from the Houston Metropolitan Transit Authority?"

IN WITNESS WHEREOF, I have hereunto set my hand and the City Secretary has attested and affixed the impress of the official seal of the City of Friendswood, at my office in the City of Friendswood, County of Galveston, State of Texas, on this the 23rd day of April, 1980.

Ralph L. Lowe  
Mayor, City of Friendswood

Attest:

William C. ...  
City Secretary



RESOLUTION NO. 112-30

A RESOLUTION CALLING AN ELECTION TO BE HELD ON THE 5TH DAY OF APRIL, 1980, FOR THE PURPOSE OF SUBMITTING TO THE QUALIFIED VOTERS OF THE CITY OF FRIENDSWOOD, TEXAS, THE QUESTION OF WHETHER THE CITY SHALL WITHDRAW FROM THE HOUSTON METROPOLITAN TRANSIT AUTHORITY; AND PROVIDING DETAILS RELATING TO SUCH ELECTION.

WHEREAS, the City of Friendswood, Texas, a duly incorporated city of the State of Texas, is presently included within the territory of the Houston Metropolitan Transit Authority; and

WHEREAS, more than ninety percent (90%) of the population of the City of Friendswood resides outside of Harris County, Texas, the County in which the majority of the population of the City of Houston, Texas, the principal city within the Metropolitan Transit Authority, resides; and

WHEREAS, pursuant to the authority granted by Chapter 655, Acts of the 66th Legislature, Regular Session, 1979, compiled as Article 1118X, Section 6b, Vernon's Texas Civil Statutes, the City Council of the City of Friendswood desires to call an election on the question of whether such City shall withdraw from the Houston Metropolitan Transit Authority; now therefore

PROPOSITION

SHALL THE CITY OF FRIENDSWOOD, TEXAS, WITHDRAW FROM THE  
HOUSTON METROPOLITAN TRANSIT AUTHORITY?

Section 3: Voting machines shall be used for said election, except that paper ballots shall be used for absentee voting. The official ballots for the election shall be prepared in accordance with the Texas Election Code so as to permit electors to vote "For" or "Against" the aforesaid Proposition, which shall be set forth on all official ballots in substantially the following form:

---

---

OFFICIAL BALLOT

PROPOSITION

<input type="checkbox"/> ) FOR	THE WITHDRAWAL OF THE CITY OF FRIENDSWOOD, TEXAS, FROM THE
<input type="checkbox"/> ) AGAINST	HOUSTON METROPOLITAN TRANSIT AUTHORITY.

---

---

Each elector using a voting machine and desiring to vote in favor of the proposition shall move the voting pointer to indicate "FOR" the proposition, and each elector using a voting machine and desiring to vote against the proposition shall move the voting pointer to indicate "AGAINST" the proposition.

<u>Polling Place:</u>	City Hall 109 Willowick Friendswood, Texas
<u>Election Officers:</u>	Ralph Somers, Presiding Judge Grace Baker, Alternate Presiding Judge
<u>Election Precinct 57:</u>	Boundaries the same as Galveston County Election Precinct 57
<u>Polling Place:</u>	Westwood Elemental School 506 West Edgewood Friendswood, Texas
<u>Election Officers:</u>	Clarence White, Presiding Judge Coylene White, Alternate Presiding Judge
<u>Election Precinct 60:</u>	Boundaries the same as Galveston County Election Precinct 60.
<u>Polling Place:</u>	Friendswood Junior High School 402 Laurel Friendswood, Texas
<u>Election Officers:</u>	Ruth Frangle, Presiding Judge Huberta Mora, Alternate Presiding Judge

The presiding judge of each election precinct shall have the authority to appoint no more than three (3) clerks to assist in the holding of said election, but in no event shall a presiding judge appoint less than two (2) clerks.

Section 5: Bobbie C. Henry is hereby appointed as the clerk for absentee voting and Moonyeen Wright is hereby appointed

Texas Election Code, said clerk shall not permit anyone to vote absentee by personal appearance on any day which is not a regular working day for the clerk's office, and under no circumstances shall she permit anyone to vote absentee by personal appearance at any time when her office is not open to the public.

Section 6: Notice of this election shall be given in accordance with the provisions of the Texas Election Code Article 4.05, and returns of such notice shall be made as provided for in said article. The Mayor shall issue all necessary orders and writs for such election, and returns of such election shall be made to the City Secretary immediately after the closing of the polls.

Section 7: Such election shall be held in accordance with the Texas Election Code except as modified by the Federal Voting Rights Act of 1965, as amended.

PASSED AND APPROVED this 11th day of February  
1980.

Ralph L. Loeck  
Mayor

ATTEST:

Patricia A. Loeck

# City of Waller

P.O. Box 238

715 372-3150

Waller, Texas 77484

April 24, 1980

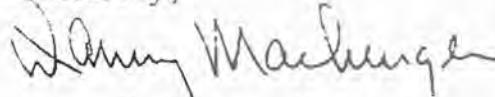
Metropolitan Transit Authority  
P.O. Box 61429  
Houston, Texas 77208

Gentlemen:

Due to the fact that more than ninety (90) percent of the population of the City of Waller resides in Waller County, Texas, we were authorized under Title 28, Article 1118x, Section 6D. to hold an election on withdrawing from the Metropolitan Transit Authority.

Attached please find a certified copy of the Order Declaring the Result of this Special City Election.

Sincerely,



Danny Marburger, Mayor

DMP:pr

Attachment



1117 H

RESOLUTION NO. 45-82

A RESOLUTION CANVASSING THE RETURNS AND DECLARING THE RESULTS OF A SPECIAL ELECTION HELD IN THE CITY OF FRIENDSWOOD, TEXAS, ON THE 5TH DAY OF APRIL, 1980, FOR THE PURPOSE OF SUBMITTING TO THE QUALIFIED VOTERS OF THE CITY OF FRIENDSWOOD, TEXAS, THE QUESTION OF WHETHER THE CITY SHALL WITHDRAW FROM THE HOUSTON METROPOLITAN TRANSIT AUTHORITY: AND AUTHORIZING AND DIRECTING THE MAYOR OF THE CITY TO CERTIFY THE RESULTS OF SUCH ELECTION TO THE GOVERNING BODY OF THE HOUSTON METROPOLITAN TRANSIT AUTHORITY.

\* \* \* \*

WHEREAS, pursuant to City of Friendswood Resolution No. R2-80, passed and approved on the 11th day of February, 1980, a certified copy of which is attached hereto as Exhibit A, and in all things made a part hereof, a special election was held in the City of Friendswood, Texas, on the 5th day of April, 1980, for the purpose of submitting to the qualified voters of the City, the following proposition.

SHALL THE CITY OF FRIENDSWOOD, TEXAS, WITHDRAW FROM THE HOUSTON METROPOLITAN TRANSIT AUTHORITY?;

and

WHEREAS, said election was duly and legally called and held in strict conformity with the election laws of the State of Texas, and the results of said election have been certi-

WHEREAS, it appears to the Council, and the Council finds, that the City Secretary has tabulated the results of such election and certified such tabulation to the Council, and that such tabulation is correct; now therefore

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF FRIENDSWOOD, STATE OF TEXAS:

Section 1. The facts and recitals set forth in the preamble of this resolution are hereby found to be true and correct and such preamble is made a part hereof for all purposes.

Section 2. The special election described in the preamble hereof was duly called and notice thereof given in accordance with law; that said election was held in the manner required by law; that only duly qualified resident electors of the City of Friendswood voted in said election; that due returns of said election have been made by the proper officers; that said election has resulted favorably to the proposition "FOR THE WITHDRAWAL OF THE CITY OF FRIENDSWOOD, TEXAS, FROM THE HOUSTON METROPOLITAN TRANSIT AUTHORITY"; and that a majority of the qualified voters of said City, voting at said election, has voted in favor of the City of Friendswood withdrawing from the Houston Metropolitan Transit Authority.

\* PASSED AND APPROVED this 7th day of April,  
1980.

Raymond J. Grant  
Mayor

ATTEST:

Beth C. H. H. H.  
City Secretary

APPROVED AS TO FORM:

W. C. H.  
City Attorney

ORDER DECLARING RESULT OF SPECIAL CITY ELECTION  
THE STATE OF TEXAS

COUNTY OF Waller & Harris

On this the 7th day of April, 1980, the City Council/Commission of the City of Waller of Waller & Harris County, Texas, convened in Special session open to the public, at the regular meeting place thereof at the City Hall in said City, with the following members, to-wit:

Danny Marburger

Mayor

Alvin Stasny  
~~Commissioner/Alderman~~

Maxie Kulhanek  
~~Commissioner/Alderman~~

Roy Kruft  
~~Commissioner/Alderman~~

Commissioner/Alderman

Commissioner/Alderman

Peggy Reynolds  
City Secretary

and the following absent: Maurice Hart, Jr. and Steve Holz

constituting a quorum, and among other proceedings passed the following order:

There came on to be considered the Returns of an election held on the 5th day of April, 1980, upon the proposition as set forth in Order calling said election, and it appearing that said election was in all respects legally held and that said Returns were duly and legally made and that there were cast at said election 198 votes:

FOR Withdrawal of the City of Waller from the Metropolitan

Transit Authority

170 Votes

AGAINST Withdrawal of the City of Waller from the Metropolitan

Transit Authority

27 Votes

IT IS THEREFORE FOUND, DECLARED AND SO ORDERED by the Council/Commission of the City of Waller, Texas, that a majority of the legally qualified voters voting at said above mentioned election held on the 5th day of April, 1980

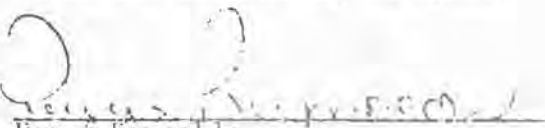
STATE OF TEXAS

X

COUNTIES OF WALLER & HARRIS X

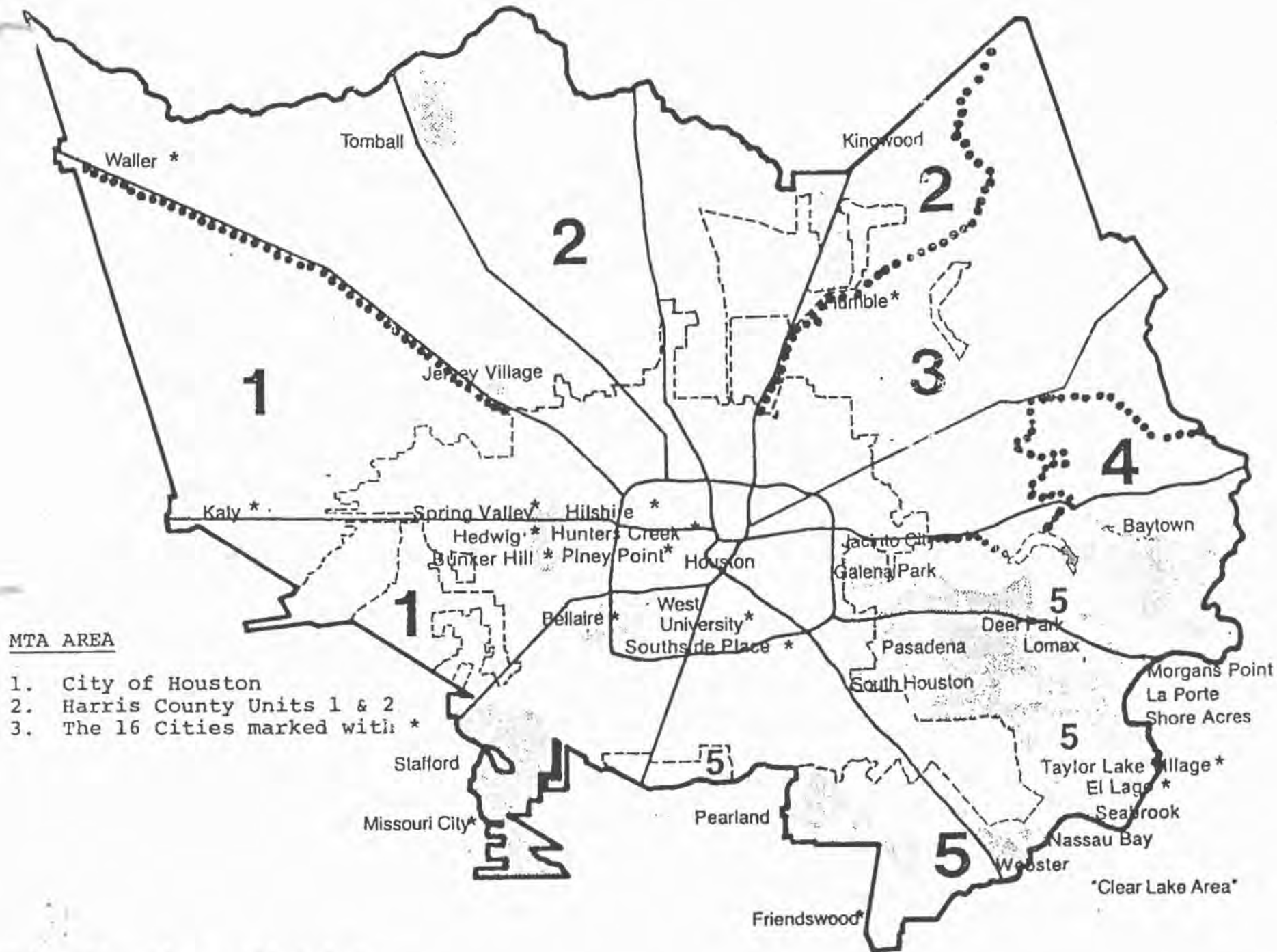
I, the undersigned, City Secretary of the City of Waller, Waller and Harris Counties, Texas, hereby certify that the attached is a full, true, and correct copy of the Order Declaring the Results of a Special City Election as adopted by the City Council of the City of Waller on April 7, 1980, as the same appears of record in my office and that I am the lawful possessor and have legal custody of said record.

Witness my hand and seal of office the 8th day of April, 1980.

  
Peggy Keynolds  
City Secretary



# Metropolitan Transit Authority 1978



A RESOLUTION

AUTHORIZING THE EXECUTIVE DIRECTOR TO NEGOTIATE AND EXECUTE A LEASE AGREEMENT WITH HOUSTON OFFICE CENTER FOR SPACE FOR MTA'S RADIO COMMUNICATIONS SYSTEM.

WHEREAS, space is needed to house MTA's new radio communications system; and

WHEREAS, space has been located near the offices of MTA's Operations Department; and

WHEREAS, MTA currently leases office space from Houston Office Center.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE METROPOLITAN TRANSIT AUTHORITY THAT:

Section 1: The Executive Director be authorized to negotiate and execute and the Assistant Secretary to attest to an agreement with Houston Office Center for space to house MTA's radio communications system.

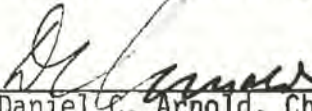
Section 2: Lease shall be for 1,378.14 sq. ft. effective July 15, 1980, and an additional 1,306.85 sq. ft. effective August 4, 1980 for a total of 2,684.99 sq. ft.

Section 3: Monthly rental rate shall be \$2,039.47. Total cost through June 30, 1981 shall be \$23,328.01.

Section 4: This resolution shall be effective immediately upon its passage.

PASSED this 23rd day of July, 1980.

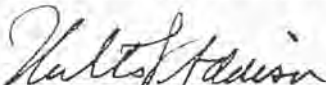
APPROVED this 23rd day of July, 1980.

  
Daniel C. Arnold, Chairman of the Board

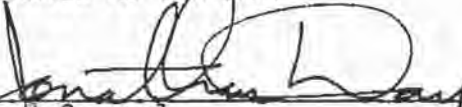
ATTEST:

  
Ninfa Laurenzo, Secretary

APPROVED AS TO SUBSTANCE:

  
Walter J. Addison, Executive Director

APPROVED AS TO FORM:

  
Jonathan L. Day  
Legal Counsel

A RESOLUTION

AUTHORIZING THE EXECUTION OF AN AGREEMENT WITH ASTRODOME-ASTROHALL STADIUM CORPORATION FOR LEASE OF THE PARKING AREA TO CONDUCT METRO'S FIRST ANNUAL ROAD-EO.

WHEREAS, the Metropolitan Transit Authority plans to conduct its First Annual Road-EO on July 26, 1980 and July 27, 1980; and

WHEREAS, finals of the Road-EO shall be conducted on August 15, 1980 and August 16, 1980; and

WHEREAS, the Astrohall parking area has been found to be the most appropriate location for conducting the Road-EO.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE METROPOLITAN TRANSIT AUTHORITY THAT:

Section 1: The Executive Director, or his designated representative, be authorized to execute and agreement with the Astrodome-Astrohall Stadium Corporation for lease of the parking area to conduct Metro's First Annual Road-EO.

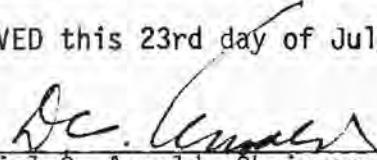
Section 2: Lease term of the agreement shall be from Saturday, July 26, 1980; Sunday, July 27, 1980; and Saturday, August 16, 1980.

Section 3: Total cost shall be \$1.00.

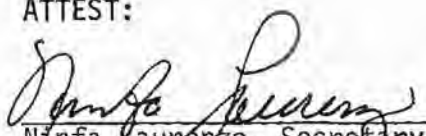
Section 4: This resolution shall be effective immediately upon its passage.

PASSED this 23rd day of July, 1980.

APPROVED this 23rd day of July, 1980.

  
Daniel C. Arnold, Chairman of the Board

ATTEST:

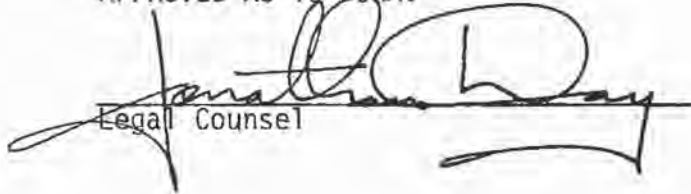
  
Ninfa Laurenzo, Secretary

RESOLUTION NO. 80- 105 (Page 2)

APPROVED AS TO SUBSTANCE:

  
Walter J. Addison, Executive Director

APPROVED AS TO FORM:

  
Legal Counsel



A RESOLUTION

APPROVING THE SHORT-LIST AND RECOMMENDED RANKING OF CONSULTANT TEAMS FOR THE GENERAL CONSULTANT; AND AUTHORIZING THE EXECUTIVE DIRECTOR TO NEGOTIATE AND EXECUTE AN AGREEMENT FOR GENERAL CONSULTANT SERVICES FOR THE METROPOLITAN TRANSIT AUTHORITY.

WHEREAS, the establishment of a General Consultant to the Metropolitan Transit Authority will provide the necessary services to conduct the planning, preliminary engineering, design and construction for the transit development program; and

WHEREAS, in April 1979, the MTA Board authorized the issuance of a Request for Qualifications for General Consultant services; and

WHEREAS, selection of a General Consultant was deferred until completion of Phase I of the Alternatives Analysis planning process; and

WHEREAS, in March 1980, a thorough review of all submitted qualifications data and presentations by consultant teams was initiated; and

WHEREAS, a reaffirmation of interest was obtained from participating consultant teams; and

WHEREAS, the staff committee has recommended the following ranking of consultant teams based on the review:

- (1) Houston Transportation Consultants
- (2) Bernard Johnson, Inc./Bechtel, Inc.
- (3) DeLeuw Cather/Lockwood, Andrews & Newnam/CM Inc.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE METROPOLITAN TRANSIT AUTHORITY THAT:

Section 1: The recommended ranking of consultant teams be approved.

Section 2: The Executive Director be authorized to negotiate an agreement for a General Consultant according to the ranking of the consultant teams,

RESOLUTION NO. 80-106 (Page 2)

and thereafter the Executive Director is authorized to execute and the Assistant Secretary to attest to such an agreement for General Consultant services, subject to review and approval by the Board.

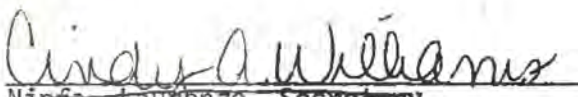
Section 3: This resolution shall be effective immediately upon its passage.

PASSED this 31st day of July, 1980.

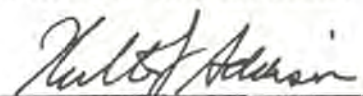
APPROVED this 31st day of July, 1980.

  
Daniel C. Arnold, Chairman of the Board

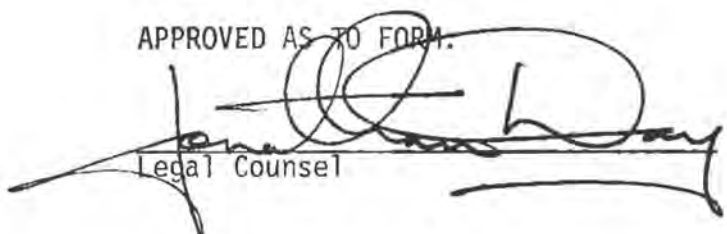
ATTEST:

  
~~Ninfa Laurenzo, Secretary~~  
Assistant Secretary

APPROVED AS TO SUBSTANCE:

  
Walter Addison, Executive Director

APPROVED AS TO FORM.

  
Legal Counsel

A RESOLUTION

APPROVING A LAST AND BEST OFFER AND AUTHORIZING THE EXECUTIVE DIRECTOR TO COMMUNICATE SUCH LAST AND BEST OFFER TO, AND EXECUTE A ONE-YEAR COLLECTIVE BARGAINING AGREEMENT BASED ON SUCH LAST AND BEST OFFER WITH, THE TRANSPORT WORKERS UNION OF AMERICA, LOCAL NO. 260.

WHEREAS, Metro has a Collective Bargaining Agreement with the Transport Workers Union of America, Local No. 260 which will expire at 12:00 p.m. midnight on July 31, 1980; and

WHEREAS, Section 4.04 of such Agreement requires that Metro give the Union its last and best offer which it is willing to make applicable to the one-year period following the termination of the current Agreement;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE METROPOLITAN TRANSIT AUTHORITY THAT:

Section 1: The attached Last and Best Offer is hereby approved as the last and best offer of the Metropolitan Transit Authority to the Transport Workers Union of America, Local No. 260 pursuant to Section 4.04 of the current Collective Bargaining Agreement between the Metropolitan Transit Authority and the Transport Workers Union of America, Local No. 260.

Section 2: The Executive Director is authorized to communicate the attached Last and Best Offer to the Transport Workers Union of America, Local No. 260 and to execute a contract based on such Last and Best Offer with the Transport Workers Union of

RESOLUTION NO. 80-207 (Page 2)

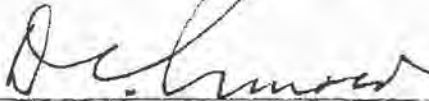
America, Local No. 260.

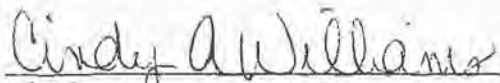
Section 3: This Resolution shall be effective immediately upon its passage.

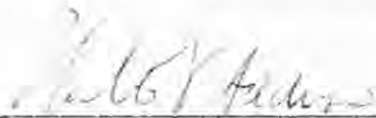
PASSED THIS 31<sup>st</sup> day of July, 1980.

APPROVED THIS 31<sup>st</sup> day of July, 1980.

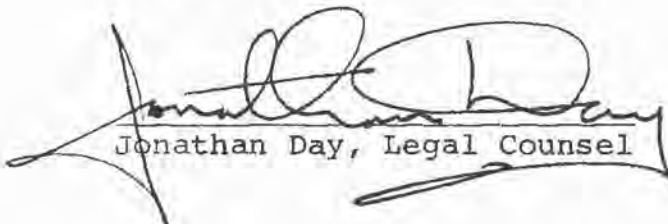
ATTEST:

  
Daniel Arnold, Chairman of the Board

  
~~Ninfa Laurenzo, Secretary~~  
Assistant Secretary  
APPROVED: (SUBSTANCE)

  
Walter Addison, Executive Director

APPROVED: (FORM)

  
Jonathan Day, Legal Counsel



THE METROPOLITAN TRANSIT AUTHORITY

LAST AND BEST OFFER: ONE-YEAR CONTRACT

(1) Term - one year, 8/1/80 to 8/1/81

(2) <u>Wages</u> -	<u>Increases Effective</u>	
	8/1/80	2/1/81
Top Operator Rate	25¢/hr.	25¢/hr.
Other Classifications	3.1%	3.0%

In those classifications to which a wage progression applies, the above increases will apply to the top rates for the classifications. Those in the progression steps will receive a proportionate part of the increases, in accordance with the progression schedule.

(3) Progression to top rates -

All persons hired into bargaining unit jobs shall be paid in accordance with the following progression:

First 12 months of service	=	75% of top rate of job
Next 12 months of service	=	80% of top rate of job
Next 12 months of service	=	85% of top rate of job
Next 6 months of service	=	90% of top rate of job
Next 6 months of service	=	95% of top rate of job
After 48 months of service	=	100% of top rate of job

(4) Service Incentive Pay

Revise plan as it applies to all new hires to provide \$40 per year for each year of service at or after 10 years, to maximum of \$720.

Current employees to receive Service Incentive Pay under the plan effective at July 31, 1980 or under the plan as described above for new hires, whichever is greater in a particular year.

(5) Performance Awards

The Performance Awards contained in Section 5.04 (A) (B) and (C) of the current Agreement shall be deleted, and no payments shall



accrue or be made subsequent to July 31, 1980.

(6) Part-time Employees

The Authority to be permitted to hire up to 15% of the Operator work force and 15% of the work force in all other classifications on a part-time basis. Part-time employees will not be covered by the grievance and arbitration machinery or any part of the Agreement. No fringes, guarantees, or penalties of any type will apply to part-time employees. They will be paid at 75% of the top rate of the classification at the date of hire, progressing to 90% and remaining at that level (173 hours actually worked to constitute one month under the application of the progression scale). Thirty-hour week limit to apply to work schedule of part-time employees.

(7) No Layoff

Present barrier against layoffs of full-time employees in any classification will continue to apply so long as part-time employees are working in that classification.

(8) Overtime

Revise all affected sections of the contract to require that in order to obtain the premium rate for work performed on a day off, an employee must complete by full work schedule (or 40 hours) in the week.

(9) Night Premium

Mechanics and higher-rated maintenance jobs to be paid a shift premium of 25¢ per hour on the second shift and 35¢ per hour on the third shift.

(10) Death Benefit

In lieu of present life insurance premium for those who retire hereafter, provide an employer-paid death benefit of \$3,000.

(11) Vacation Pay

Provide for 40-hour week vacation pay for all employees.

(12) Union Recognition

The Authority will recognize the Union as the exclusive representative of the following employees of the Authority for purposes of collective bargaining: *Excluded Workers*

All bus operators, all route employees, and all Equipment Department and Store employees, excluding supervisory employees, and excluding all employees in Claim, Training, Advertising, Purchasing, Information, Personnel Department, Marketing and Research Department, all dispatchers, street supervisors, shop clerks, clerical employees, pensioners, department heads,

executives and supervisors, part-time employees, Transportation Department Cashiers, and the following Schedule Department employees; schedule maker, schedule clerk, schedule clerk-typist and schedule typist.

Whenever the words "employee" or "employees" are used in this Agreement, they refer only to persons covered by this Agreement pursuant to this section.

(13) Impasse Procedure

Same as Section 4.04 of existing contract.

(14) Complete Agreement

This written Agreement constitutes the sole and entire existing Agreement between the parties hereto and supersedes all prior Agreements, oral or written, between the Authority and the Union and expresses all obligations of and restrictions imposed on the Authority during its term, except as to practices that may be established in writing and written interpretations that may be applied subsequent to August 1, 1980. Arrangements, provisions and procedures previously agreed to by the parties, either formally or informally and past practices followed by the parties, shall henceforth be void unless included herein.

(15) Previously Agreed Items

Attached hereto are all provisions representing contractual amendments which have been agreed upon during the course of negotiations. These amendments are incorporated as a part of the Authority's proposed contract.

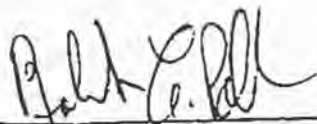
(16) Part VI, Benefit Trust, of the present agreement will remain in effect.

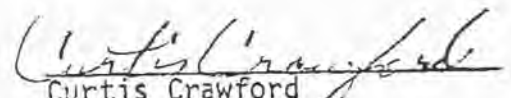
(17) The present Pension Agreement will remain in effect.

Tentative Agreement  
June 6, 1980

Section 103 Mutual Courtesy

The parties to this Agreement mutually pledge to maintain respect and courtesy. The Authority will treat employees with consideration, and the Union members will provide loyal and efficient service to the Authority.

  
Robert C. Polk  
For the Authority  
7-9-80

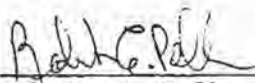
  
Curtis Crawford  
For the Union


Tentative Agreement  
July 28, 1980

Section 104 - Management Responsibilities and Rights

The Authority retains all of the rights and functions of Management, except to the extent that they are expressly and specifically modified or limited by specific, written provisions of the Agreement. Some of the rights retained by the Authority include, but are not limited to, the right, power and authority to manage the Authority's operations and to direct the working force; to hire and assign employees of its own selection and determine the number to be employed; to maintain efficiency; to extend, maintain, curtail, or terminate all or any part of the operations of the Authority; to determine the size and locations of Authority's facilities; to determine and establish new or improved methods or facilities; to discontinue old methods or facilities; to establish and prepare job classifications; to assign and reassign to the work to be performed by employees or classifications of employees as the Authority may deem necessary or expedient; to establish and change work assignments and schedules; to transfer, promote, demote, terminate or otherwise relieve employees from duty; to establish, maintain and enforce rules for the maintenance of discipline; to discipline, suspend or discharge employees for just cause; to determine, establish, change and modify performance standards; to determine what work, if any, shall be performed by contractors; to determine the number and starting times of shifts, the hours of work and the numbers of hours and days in the workweek for all employees; to establish and to require employees to observe rules and regulations; except as the foregoing may have been modified by, or contrary to, any specific written terms of provisions of this Agreement.

The above rights of management are not all-inclusive, but indicate the types of matters in which rights shall belong to or are inherent to Management.

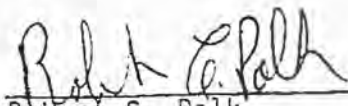
  
Robert C. Polk  
For the Authority


  
Curtis Crawford  
For the Union

Tentative Agreement  
June 6, 1980

Section 105 Strikes and Lockouts

- A) During the term of this Agreement there shall be no strike, slow-down, cessation, or stoppage of any part of the Authority's operation on the part of the Union, and no lockout on the part of the Authority for any cause whatsoever.
- B) The Authority shall not attempt to hold the Local or International Union financially responsible or bring suit for damages against either or both, for work stoppages provided:
  - 1. The Union, immediately after learning of such work stoppage, notifies the Authority both verbally and in writing that such work stoppage is not authorized, encouraged, supported, sanctioned or condoned by the Union.
  - 2. Provided further, that such work stoppage is not in fact authorized, encouraged, supported, sanctioned or condoned by the Union.
- C) Nothing contained in this Agreement shall be construed or used to form the basis for a claimed breach of this Agreement to support any suit for damages against a party to this Agreement unless and until the party claiming breach of the Agreement has notified the other party in writing of the existence of such contention and the latter party has failed or refused to take immediate steps to correct the alleged breach.

  
Robert C. Polk  
For the Authority  
7-9-80


  
Curtis Crawford  
For the Union



Tentative Agreement  
June 4, 1980

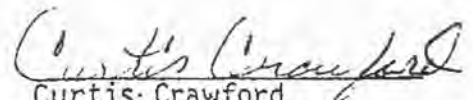
AGREEMENT

This Agreement between the Metropolitan Transit Authority of Harris County, (Authority) and Transport Workers' Union of America, AFL-CIO, and Local 260 of the Transport Workers' Union of America, AFL-CIO, (Union), is binding upon both parties, their successors and assigns, witnesseth:



Robert C. Polk  
For the Authority

7-9-80



Curtis Crawford  
For the Union

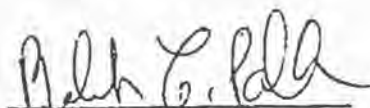
Tentative Agreement  
June 4, 1980

Preface

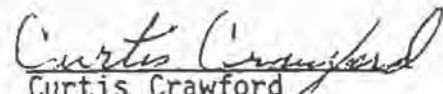
The Authority is a public body established under Article 1118x, Tex. Rev. Civ. Stat., pursuant to voter approval of a regional referendum held August 12, 1978, and is responsible for providing public transportation services within its jurisdiction. In providing such services the Authority employs certain employees who are represented by the Union.

The Authority's enabling statute established a Board, presently composed of seven (7) members, which is responsible for the control, management, operation and administration of the Authority. The Board has the power to appoint and employ the Authority's officers and employees, and to prescribe and fix their duties, authority, compensation, qualifications and benefits.

The Authority, empowered by the enabling statute, may make contracts and agreements and may accept grants and loans from the United States of America under the Urban Mass Transportation Act of 1964, as amended. The public transportation system, which the Authority operates has heretofore received funds under the Urban Mass Transportation Act of 1964, as amended.

  
Robert C. Polk  
For the Authority

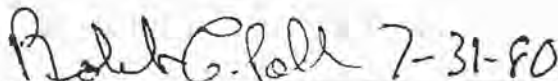
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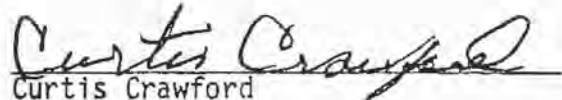
  
Curtis Crawford  
For the Union

Tentative Agreement  
June 6, 1980

Section 112 - New Employees

- (A) All new employees are on probation for a period of ninety (90) days, exclusive of any period of training.
- (B) The Authority may discipline or discharge probationary employees for any reason deemed sufficient in the judgement of the Authority. No grievance may be claimed by the employee or the Union by reason of the discipline or discharge.
- (C) All new employees shall, after the ninety (90) day period of probation, have the right of Union representation, except in matters involving the ineligibility of any new employee to make satisfactory bond through the bonding agency employed by the Authority, in which case the Union representation shall be limited to the ascertainment of the notice received by the Authority.
- (D) With the exception of holidays, birthdays and funeral leave, new employees will be eligible for other fringe benefits and/or benefit accrual after the successful completion of the probationary period.
- (E) New employees may join the Health and Welfare Trust after thirty (30) continuous days of employment.

  
Robert C. Polk  
For the Authority

  
Curtis Crawford  
For the Union

Tentative Agreement  
June 6, 1980

Section 106 - Bulletin Boards

- (A) The Union shall have the right to post notices of meetings (regular, special, or social) and bulletins of general civic or patriotic interest to the employees on Union bulletin boards provided by the Authority in the places agreed upon by the parties.
  
- (B) Such notices shall not be derogatory to any individual or injurious to the Authority's interest and shall be signed by the President or the Presidents designated Representative of the Union (Local 260) and carry the Union seal. ,

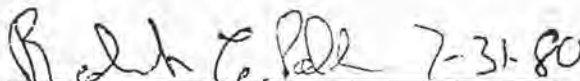
R. C. Polk 7-31-80  
Robert C. Polk  
For the Authority

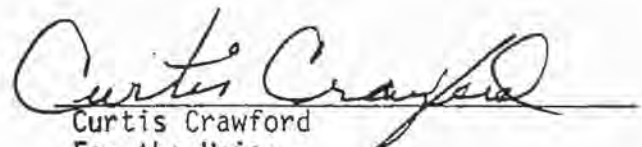
Curtis Crawford  
Curtis Crawford  
For the Union

Tentative Agreement  
July 9, 1980

Section 313 - Rotation and Guarantee for Extra Operators

- (A) The rotating system shall be used for the extra board at all locations. All work shall be given in turn to extra operators. No operator shall be worked out of turn in order to avoid the payment overtime.
- (B) Each qualified extra operator shall receive a minimum weekly guarantee, beginning with the first Sunday of the week following completion of his training period, provided that during each week he reports at all show-ups and fills all assignments offered. The amount of such weekly guarantee shall be forty two and one-half (42½) hours times the operator's regular hourly rate of pay. Eight (8) hours shall be deducted from the per week guarantee for each day the operator fails to report at all show-ups or to fill all assignments offered.

  
Robert C. Polk  
For the Authority

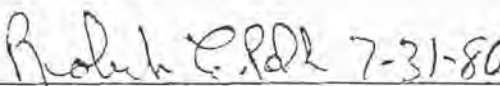
  
Curtis Crawford  
For the Union

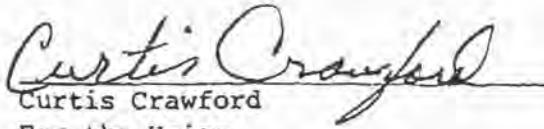


Tentative Agreement  
July 26, 1980

Section 114 - Leaves of Absence

- (A) The Authority may, for reasons satisfactory to the Authority, grant personal leaves of absence without pay for a period not to exceed thirty (30) calendar days, provided there are other employees available and capable of doing the job. All requests for personal leaves of absence must be submitted in writing to the Superintendent and/or Department Manager. No leave of absence will be granted to any employee for the purpose of accepting other employment.
- (B) A maximum of seven (7) officers may simultaneously be granted short leaves of absence (not to exceed Five (5) consecutive work days), without pay, from time to time for the purpose of conducting Union business, without loss of seniority or other rights and benefits, provided that reasonable advance written notice is given to the Labor Relations Department. Union Business as used herein and throughout this Agreement shall consist of the handling of grievances, the conducting of negotiations with Authority representatives.
- (C) Extended leaves of absence for full time officers of the Union, such leaves not to exceed one (1) year, shall be granted by the Labor Relations Department upon receipt of written request for such from the Secretary Treasurer of the Union.
- (D) When an employee is granted a leave of absence, he will continue to accrue all types of seniority during the effective period thereof.
- (E) Failure to report for work upon the expiration of a leave of absence, without excuse by the Authority, or other valid reason, constitutes a cause for dismissal from employment.
- (F) The Union shall provide the Labor Relations Department with a correct list of all Union officers, Stewards and Committee Members as soon as practicable after the effective date of this Agreement and to provide a new and corrected list of same as soon as practicable following any Union election or appointment.

  
Robert C. Polk  
For the Authority

  
Curtis Crawford  
For the Union

Tentative Agreement  
July 28, 1980

Section 116 - Attendance Control Policy

(A) Absent Without Official Leave (AWOL)

When an employee is absent for three (3) consecutive work days without notifying the Authority of the reason for such absence, the employee will be terminated.

An employee who fails to report for work for one (1) day or more unless ill or excused for Personal Business Leave will be considered AWOL and will be subject to the following disciplinary action:

- |    |            |   |                          |
|----|------------|---|--------------------------|
| 1. | First Day  | - | Written Reprimand        |
|    | Second Day | - | Three (3) day Suspension |
|    | Third Day  | - | Discharge                |

(B) Sick Leave

1. Effective August 1, 1980, all employees covered by this Agreement shall accumulate sick leave in accordance with the following schedule:

After one (1) year of continuous, active service, employees will accumulate 1 day per month.

2. Paid sick leave shall not be taken prior to the time of its accrual. Sick leave may only be utilized for employee sickness, non-occupational injury, disability, or pregnancy.
3. There shall be No waiting period for paid sick leave.
4. Sick leave shall not be paid on scheduled days off, vacation

days, and paid holidays. The sick leave payment allowance, to which an employee is entitled, shall be paid at the employee's regular straight time hourly rate for eight (8) hours each day.

5. Sick leave shall accrue and shall be paid in terms of full days only. If an employee works any part of a day and becomes ill before completing his/her day's assignment, the next succeeding workday will be considered his/her first day of illness.
6. Sick leave payments under this section will not be made to employees whose illness or injury is caused or results from the use of intoxicants, narcotics, their own misconduct, illness or injury sustained while on leave of absence without pay, nor shall they be paid for injury suffered in the employ of another employer.
7. All absences due to illness or non-occupational injury of three (3) consecutive days or more must be substantiated by presenting a physician's statement. Excessive incidents of absence and identifiable patterns of absence due to illness or non-occupational injury in a twelve (12) month period will subject the employee to the following progressive discipline:
  - (a) Six (6) incidents of absence within twelve (12) months shall result in a caution.
  - (b) Seven (7) incidents of absence within twelve (12) months shall result in a written reprimand.
  - (c) Eight (8) incidents of absence within twelve (12) months shall result in a two (2) day suspension.
  - (d) Nine (9) incidents of absence within twelve (12) months shall subject the employee to discharge.
8. Applications for paid sick leave are to be completed upon one's return to work and must be supported by a physician's, statement or other appropriate verification of bona fide illness showing the nature of illness and dates(s) of treatment.
9. The Authority may require an employee to submit to a physical examination by a physician of its choice, the cost of which will be borne by the Authority. A fraudulent application for sick leave payment shall subject the employee to disciplinary action including discharge.
10. In the event of a dispute between the Authority's doctor and the employee's doctor about the employee's ability to resume work, the same shall be settled by resort to an impartial physician chosen by the two disputing doctors, whose decision shall be final and binding on both parties,

and the cost of the services of the impartial physician shall be final and binding on both parties, and the cost of the services of the impartial physician shall be borne equally by the parties.

11. All applications for sick leave pay must be in the possession of the Payroll Department not later than 12:00 noon on Monday in order to be paid within the same payroll week.
12. After an employee has been on sick leave for thirty (30) work days, he shall thereafter accumulate Authority seniority only, and shall accrue no further benefits.
13. Any unused accumulation of sick leave shall be cancelled upon the termination of an employee's active service with the Authority, whether voluntary or otherwise.

(C) Abuse of Sick Leave

1. The purpose of sick leave pay is to compensate an employee for time lost from work due to illness and non-occupational injury. It is intended by the parties that sick leave be used only in cases of bona fide illness or non-occupational injury. Employees who abuse the privileges of the Sick Leave Policy shall be subject to discipline, including discharge.

(D) Personal Business Leave

1. Effective January 1981, each employee with three (3) years continuous service with the Authority (includes predecessor management companies) shall be entitled to five (5) days of personal business leave, without pay per calendar year.
2. The five (5) personal business days may be used for personal business, family business, or family illness without requirement of medical proof of illness. An employees may also use his personal business days for a moving day, wedding day, closing a mortgage, or other personal business which cannot reasonable be handled outside working hours, provided he arranges with his supervisor at least forty-eight (48) hours in advance. The supervisor shall have the right to deny personal business days, if the employee's absence would adversely affect the department's operations.
3. Personal business days will be granted no more than two days per request and may not be conjunction with holidays or scheduled vacation. The Authority reserves the right to require a physician's statement to substantiate a claim of family illness when Personal Business Leave is requested in conjunction with holidays or scheduled vacation.
4. The Authority shall grant no employee more than one (1) request for personal business leave per month.

5. Personal Business Leave may not be taken in increments of less than four (4) hours (i.e.  $\frac{1}{2}$  work day).

*Robert C. Polk 7-31-80*

Robert C. Polk  
For the Authority

*Curtis Crawford*

Curtis Crawford  
For the Union



Tentative Agreement  
July 28, 1980

Section 101 - Purpose

- (A) The purpose of this Agreement is to provide for an equitable understanding between the Authority and its employees, to establish a means of peacefully settling all disputes which may arise under this Agreement as to wages, hours, and conditions of employment, and to preserve the harmonious relationship essential to the parties to this Agreement.
- (B) The parties recognize that they are obligated to furnish an essential public service and that such service is dependent upon the good will and patronage of the public. To the end that the parties may discharge their respective obligations to the public without interruptions by strife and controversy, the parties have entered into this Agreement.
- (C) The Authority agrees that it will not discriminate in the hiring of employees or in their compensation, training, promotions, transfers, discipline, discharge, or otherwise, because of age, race, color, creed, sex, national origin, or union affiliation. The Union agrees that it will not discriminate because of age, race, color, creed, sex or national origin.
- (D) The use of the Masculine or Feminine gender in this Agreement shall be constructed as including both genders and not as a sex limitation.

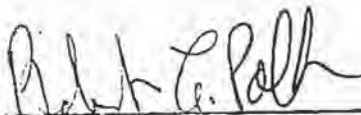
R. C. Polk 7-30-80  
Robert C. Polk  
For the Authority

Curtis Crawford  
Curtis Crawford  
For the Union

Tentative Agreement  
June 6, 1980

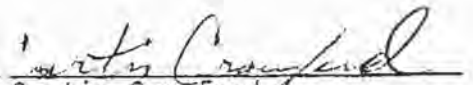
Section 102 Employee Cooperation

- A) The Union agrees to encourage and promote the improvement of the skills, craftsmanship and efficiency of its members. The Union also agrees to encourage its members to operate Authority owned or operated vehicles carefully, with utmost regard for the safety of themselves, passengers, Authority employees, the vehicle, and Authority property.
- B) The Union agrees to assist the Authority in eliminating any improper practices of its members upon receiving notice of such practices from the Authority.



Robert C. Polk  
For the Authority

7-9-80



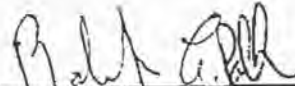
Curtis Crawford  
For the Union

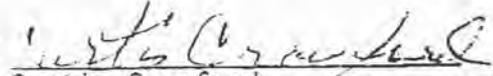
Tentative Agreement  
June 6, 1980

Section 106 Bulletin Boards

- A) The Union shall have the right to post notices of meetings (regular, special, or social) and bulletins of general civic or patriotic interest to the employees on Union bulletin boards provided by the Authority in the places agreed upon by the parties.
- B) Such notices shall not be derogatory to any individual or injurious to the Authority's interest and shall be signed by the President ~~or Secretary-Treasurer~~ of the Union (Local 260) and carry the Union seal.

*\* or President's designated representative*

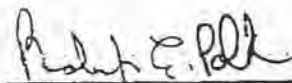
  
Robert C. Polk  
For the Authority  
7-9-80

  
Curtis Crawford  
For the Union 67-11-80

Tentative Agreement  
June 4, 1980

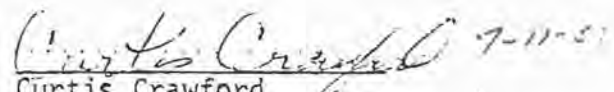
Section 107 Occupational Safety and Health

- A) The Authority shall use its best efforts to provide proper heating and air conditioning for all its coffee and lunch facilities. In addition, the Authority shall use its best efforts to provide proper heating and ventilating systems in the shop areas.
- B) The Authority shall use its best efforts to provide employees with a safe and healthy work environment.
- C) All protective devices, with the exception of Safety Shoes, such as goggles, gloves, fire and water proof clothes and other articles necessary to properly safeguard the health of employees from injury, shall be provided by the Authority without cost to the employees.
- D) Employees must wear all required protective devices and safety apparel necessary to properly safeguard the health of employees and protect employees from injury.
- E) It is the sole right and responsibility of the Authority to establish and enforce safety rules and to discipline, including discharge, employees who violate and otherwise disregard the established safety rules.



Robert C. Polk  
For the Authority

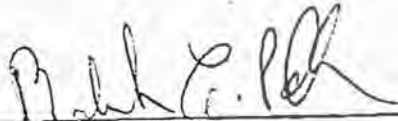
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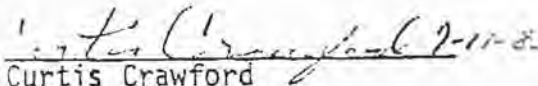
 7-11-80  
Curtis Crawford  
For the Union

Tentative Agreement  
June 6, 1980

Section 109 Rules

It is the sole right of the Authority to establish and enforce rules and regulations which do not conflict with the terms and conditions of this Agreement. A copy of these rules and regulations shall be sent to the Union at the time of issuance. Employees will be responsible for knowledge and compliance with the established rules and regulations and ignorance of such rules will not justify a claim that disciplinary action was without just cause.

  
Robert C. Polk  
For the Authority  
7-9-80

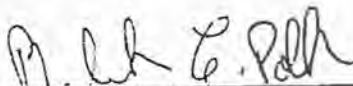
  
Curtis Crawford  
For the Union



Tentative Agreement  
June 16, 1980

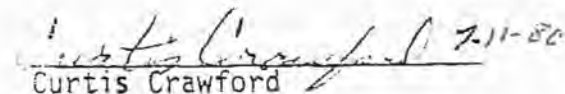
Section 110 Temporary Employees

- A) Temporary employees may be hired by the Authority for specific temporary jobs. The Union shall be notified as to the nature and probable duration of such jobs and the names of individual employees for such jobs within fifteen (15) working days after their employment.
- B) Temporary employees will not, in any way or at any time, affect the work of regular employees.



Robert C. Polk  
For the Authority

7-9-80

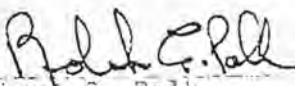
 7-11-80

Curtis Crawford  
For the Union

Tentative Agreement  
June 6, 1980

Section 112 New Employees

- (A) All new employees are on probation for a period of ninety (90) days, exclusive of any period of training.
- (B) The Authority may discipline or discharge probationary employees for any reason deemed sufficient in the judgement of the Authority. No grievance may be claimed by the employee or the Union by reason of the discipline or discharge.
- (C) All new employees shall, after the ninety (90) day period of probation, have the right of Union representation, except in matters involving the ineligibility of any new employee to make satisfactory bond through the bonding agency employed by the Authority, in which case the Union representation shall be limited to the ascertainment of the notice received by the Authority.
- (D) With the exception of holidays, birthdays and funeral leave, new employees will be eligible for other fringe benefits and/or benefit accrual after the successful completion of the probationary period.
- (E) New employees may join the Benefit (Trust) Association after thirty (30) continuous days of employment.

  
Robert C. Polk  
For the Authority  
7-11-80

  
Curtis Crawford  
For the Union

Tentative Agreement  
June 18, 1980

Section 113 Seniority

- A) The seniority of all employees as shown by the record of the system on April 18, 1980, is accepted as correct.
- B) Seniority for operators shall be determined by the date and hour when, after successful completion of their period of training, they are approved as extra operators, provided that when several trainees are approved on the same day and at the same time, the order of their seniority shall be determined by alphabetical order.
- C) Seniority for those employees not required to undergo a period of training will be determined by the date and hour they are placed on the Authority's payroll.
- D) Unless otherwise stated, whenever reference is made to "continuous service" in this Agreement, it shall be interpreted to mean employment without a break with the Authority or with either the Rapid Transit Line or Houtran.
  - 1. Continuity of service shall be broken and all seniority shall terminate:
    - (a) By resignation.
    - (b) By retirement.
    - (c) By discharge.
    - (d) By absence without official leave for three (3) consecutive work days.
  - 2. Continuity of service shall not be broken and seniority shall not terminate:
    - (a) By authorized leave of absence.
    - (b) By Military leave of absence.
    - (c) By absence due to Authorized Vacation.
    - (d) By absence due to sickness or injury, that has been verified by Labor Relations and authorized by a physician, not to exceed twelve (12) months unless extended by the Authority. Extensions will be granted only when a physician recommends, in writing, that the employee remain on leave of absence.
    - (e) By leave of absence to serve as an official of the Union.
    - (f) By promotion to a supervisory position with the Authority.
- E) Any employee who has been or who is promoted or transferred to a supervisory or other position outside of the Bargaining Unit shall, if demoted or transferred back to his previous job classification be placed at the

bottom of the seniority list for nine (9) months and if:

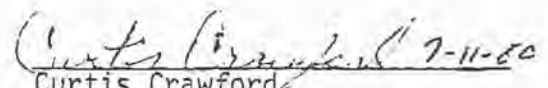
- (a) in the Maintenance Department when an opening is posted can bid and use their Authority seniority.
- (b) in the Transportation Department at the next signup can bid using Authority seniority.

- F) Employees transferred from one department in the Bargaining Unit to another department in the Bargaining Unit shall become the junior employee in terms of Departmental seniority in the department to which the employee is transferred, except as otherwise provided herein.



Robert C. Polk  
For the Authority

7-9-80



Curtis Crawford  
For the Union

Tentative Agreement  
July 26, 1980

Section 114 - Leaves of Absence

- (A) The Authority may, for reasons satisfactory to the Authority, grant personal leaves of absence without pay for a period not to exceed thirty (30) calendar days, provided there are other employees available and capable of doing the job. All requests for personal leaves of absence must be submitted in writing to the Superintendent and/or Department Manager. No leave of absence will be granted to any employee for the purpose of accepting other employment.
- (B) A maximum of seven (7) officers may simultaneously be granted short leaves of absence (not to exceed Five (5) consecutive work days), without pay, from time to time for the purpose of conducting Union business, without loss of seniority or other rights and benefits, provided that reasonable advance written notice is given to the Labor Relations Department. Union Business as used herein and throughout this Agreement shall consist of the handling of grievances, the conducting of negotiations with Authority representatives, ~~and the participating in an authorized Union activity which has received prior approval by Labor Relations.~~ RCP RCP
- (C) Extended leaves of absence for full time officers of the Union, such leaves not to exceed one (1) year, shall be granted by the Labor Relations Department upon receipt of written request for such from the Secretary Treasurer of the Union.
- (D) When an employee is granted a leave of absence, he will continue to accrue all types of seniority during the effective period thereof.
- (E) Failure to report for work upon the expiration of a leave of absence, without excuse by the Authority, constitutes a cause ~~for dismissal from employment.~~ RCP or other reasons
- (F) The Union shall provide the Labor Relations Department with a correct list of all Union officers, Stewards and Committee Members as soon as practicable after the effective date of this Agreement and to provide a new and corrected list of same as soon as practicable following any Union election or appointment.

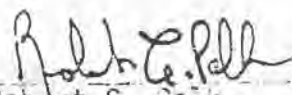
Robert C. Polk 7-30-80  
Robert C. Polk  
For the Authority

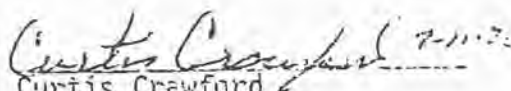
Curtis Crawford  
Curtis Crawford  
For the Union

Tentative Agreement  
June 9, 1980

Section 115 Claim Department and Court Time Allowances

- (A) Employees who are required by the Authority to report to the Claim Department or Court at a time when they are not scheduled to work shall be allowed one hour's time, or the time actually spent in the Claim Department or Court, whichever is greater, provided, any employee called to the Claim Department to complete or clarify the information specified on a regular accident report shall not be entitled to any allowed time.
- (B) Employees who are required by the Authority to report to the Claim Department or Court at a time when they are scheduled to work shall be compensated for actual work time lost.
- (C) Time allowances granted in accordance with this section shall be compensated at the over-time rate only to the extent such time allowances coincide with scheduled over-time.

  
Robert C. Polk  
For the Authority  
7-11-80

  
Curtis Crawford  
For the Union



Tentative Agreement  
July 28, 1980

Section 117 - Except where specifically stated otherwise in this Agreement, all Sections of Part I, II, VII and VIII shall apply equally to all employees in the Bargaining Unit.

Robert C. Polk 7-30-80  
Robert C. Polk  
For the Authority

Curtis Crawford  
Curtis Crawford  
For the Union

Tentative Agreement  
July 28, 1980

Section 202 - Employees' Entry Record

Any entry in an employee's record may be used for a one (1) year period in determining disciplinary action.

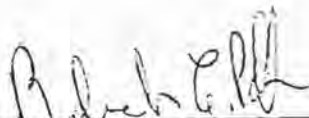
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Robert C. Polk  
For the Authority

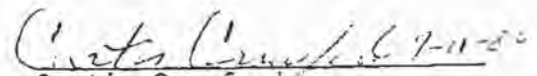
Curtis Crawford  
Curtis Crawford  
For the Union

Tentative Agreement  
June 18, 1980

Section 301 Definitions

- A) A "run" is a regularly scheduled day's work containing a minimum of seven and one-half ( $7\frac{1}{2}$ ) platform hours.
- B) A "straight run" is a continuous piece of regular scheduled work containing a minimum of seven and one-half ( $7\frac{1}{2}$ ) platform hours.
- C) A "split run" is a regular scheduled day's work consisting of two (2) pieces of work containing a minimum of seven and one-half ( $7\frac{1}{2}$ ) platform hours and spread over a period of not more than thirteen and one-half ( $13\frac{1}{2}$ ) hours.
- D) A "regular run" consists of five (5) straight and/or split runs a week, except in weeks in which a holiday schedule is worked. In such weeks, an employee's "regular run shall consist of four (4) straight and/or split runs, each worked on a day other than the holiday, if the holiday schedule eliminates all or part of that employee's run on the holiday.
- E) A "tripper" is any regularly scheduled continuous piece of work or any unscheduled pullout (city charters), which is not a part or parts of a regular run.
- F) "Platform time" is that time during which an operator is in actual charge of a bus.
- G) A "tour of duty" is considered that time worked by an extra board operator, an operator who has signed on the extra board, an operator serving a penalty on the extra board or an operator working any work other than the regular bid job, in any one day.

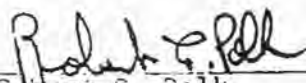
  
Robert C. Polk  
For the Authority  
7-9-80

  
Curtis Crawford  
For the Union

Tentative Agreement  
June 18, 1980

Section 304 Basic Work Day and Week

- (A) Insofar as practicable, the normal work day consists of eight (8) hours of work.
- (B) Except for weeks in which holidays occur, the normal work week for operators assigned to regular runs consists of five (5) work days.
- (C) No operator will be required to work a tour of duty without a minimum of seven (7) hours rest between each tour of duty.

  
Robert C. Polk  
For the Authority  
7-11-80

  
Curtis Crawford  
For the Union

Section 306 Various Time Allowances

A) Report Time Allowance

1. Operators who are scheduled to pull out of the bus terminal shall report to the Starter's office at least \_\_\_\_\_ minutes (exact time is subject to negotiation under economic issues) before scheduled leaving time. An allowance of \_\_\_\_\_ minutes is made for each such report.
2. Operators who are scheduled to make a relief on the line shall report to the relief point at least \_\_\_\_\_ minutes before the scheduled time of the relief. An allowance of \_\_\_\_\_ minutes is made for each such report.

B) Travel Time Allowance

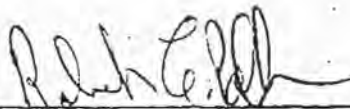
1. The Authority shall allow operators necessarily riding Authority buses the actual scheduled travel time of said buses in the following cases:
  - (a) Any operator who is relieved at the completion of his day's work at other than the point of his first required report on that day, shall be allowed travel time from the point of such relief to the point of such first report.
  - (b) Should the fare collection system be changed and the operator be required by the Authority to make a turn-in, the operator shall be allowed travel time from the point of relief to the garage.
  - (c) When an operator, after reporting, is required by the Authority to relieve an operator, he shall be allowed travel time from the reporting place to the designated point of relief.

C) Show-up Time Allowance

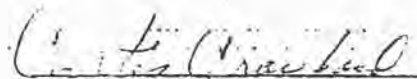
1. Operators booked to report to the Starter at specified times for show-up protect the service shall receive an allowance of two (2) hours for show-up, provided they are not given a work assignment that is scheduled to go to work within two (2) hours.
2. Show-up operators shall be automatically excused from that show-up at the end of the two (2) hour period if no work has been assigned to the, provided they assume the responsibility of ascertaining the starting time of any additional work that may be assigned them. When the Starter requests the show-up operator to wait in excess of such two (2) hour period, such operator shall also be allowed the addi-

tional waiting time so requested by the Starter which is in excess of the two (2) hour period. Operators booked on a second show-up will be placed below all other show-up operators assigned to that period.

3. Operators required to report for work and booked on a show-up will be paid actual time held in addition to work time.
4. Any show-up operator who is excused by the Starter at the end of the two (2) hour period, but who voluntarily elects to wait and additional length of time, is not entitled to any time allowance beyond the two (2) hours specified, regardless of whether or not such operator obtains a work assignment.



Robert C. Polk  
For the Authority  
7-9-80

 7-11-80

Curtis Crawford  
For the Union



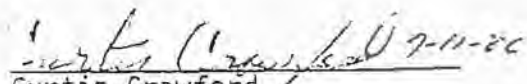
Tentative Agreement  
June 18, 1980

Section 307 Tripper Work

All tripper work performed by an operator pays a minimum of two (2) hours straight time rate, unless such work is in conjunction with other platform work performed by the same operator, in which case, only the actual time worked will be paid.



Robert C. Polk  
For the Authority  
7-9-80




Curtis Crawford  
For the Union

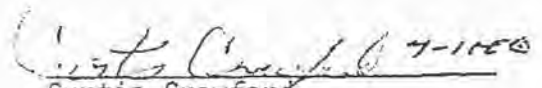
Tentative Agreement  
June 18, 1980

Section 308 Guaranteed Hours for Regular Runs and Guaranteed Straight Pay

- A) No run which is part of a regular run pays less than eight (8) hours work time per day.
- B) During the term of this Agreement, the number of straight runs in relation to the total of straight, combination and split runs shall be not less than the following:

Weekdays	40.6 percent
Saturdays	64.2 percent
Sundays	73.0 percent

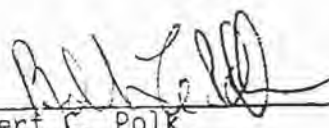
  
Robert C. Polk  
For the Authority  
7-9-80

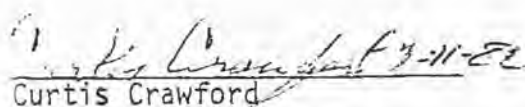
  
Curtis Crawford  
For the Union

Tentative Agreement  
June 18, 1980

Section 309 Operators' Rights

- A) Before an operator is suspended or discharged as a result of a passenger service report, the operator has the right to be heard. The operator may be accompanied by a Union Representative at the hearing. Any record entry, relating to a passenger service report, shall denote the results as to corroboration or exoneration of the charge.
- B) Operators who are required to report by reason of a passenger service report, and who are found not to have participated in the alleged incident, will be paid thirty (30) minutes report pay for each such report.
- C) The Authority shall provide each operator assigned to work assignment with:
  - 1. A schedule of the work assignment.
  - 2. A list of restroom facilities for the route assignment.
  - 3. Schedule route maps available in the starter's office.

  
Robert C. Polk  
For the Authority  
7-9-80

  
Curtis Crawford  
For the Union

Tentative Agreement  
July 26, 1980

Section 310 - Sign-Up of Regular Hours - Operators

1. Seniority shall prevail on all sign-ups.
2. There shall be one system-wide sign-up a year effective for the opening of school; one system-wide sign-up a year effective for the closing of school; and one system-wide sign-up at the time of vacation choices for each year.
  - A. When an operator bids on a Run which operates from a terminal other than the terminal selected during the system-wide sign-up, there can be no guarantee that the operator will be able to take his vacation as bid and scheduled during the system-wide sign-up.
  - B. Operators who bids on Runs which operate from a terminal other than the terminal selected during the system-wide sign-up shall forfeit their vacation as scheduled during the system-wide sign-up and must re-schedule their vacation at the new terminal according to availability.
  - C. Operators who remain at the terminal selected during the system-wide sign-up will take their vacation as scheduled.
  - D. When an employee bids from one terminal to another and must re-schedule his vacation, selection of the available vacation days shall be governed by seniority.
3. A sign-up shall be held when the starting or ending time of a regular run is changed to the extent of one (1) hour or more a day, or the pay time is reduced by one (1) hour or more a week, or an old run is abolished.
4. In the event sign-ups become necessary in the opinion of the Authority, in addition to the sign-ups already provided for, the Authority agrees to discuss with the representatives of the Union the time and type of such additional sign-up and both parties agree to make every effort to reach a mutually satisfactory agreement.
5. The Authority may between sign-ups assign extra operators in the order of their seniority to any additional regular runs created by schedule changes or service that is experimental in nature until the following Friday when such work shall be posted for bid. Service that is experimental in nature will continue to be worked by the extra board for the duration of the experimental service permanent will be posted for bid to all operators at the next regular posting.

6. At time of sign-ups, all regular runs for bid will be signed on as quickly as possible and the board change shall be completed within five (5) days. The senior operator shall have the first pick and each operator shall follow in the order of their seniority. All work not included in regular runs will be worked by the extra board insofar as practicable. Operators shall not be permitted to sign on trippers except as provided in \_\_\_\_\_.
7. Operators will not be allowed to permanently change runs after they have been selected. Temporary exchanges of runs, however, may be permitted for a period of two (2) days by mutual agreement of the two (2) operators and Starter; any extended period must be approved by the Division Superintendents.
8. When operators expect to be absent during their scheduled sign-up period, such operators shall leave their choice of runs in writing at the club room affected by the change in the proper box provided for this purpose on the proper form provided for this purpose and the same may be reviewed by the designated representatives of the Union. If no choice is left in the above mentioned box, then the Superintendent of Transportation or his/her representative shall select regular runs for such absentees. A representative of the Union may be present at the choosing of runs at the various locations. The representatives of the Authority and the representative of the Union shall make every effort to enforce the rules governing sign-ups in a fair manner. Any dispute arising as to the rights of operators in picking regular runs shall be considered and settled by Authority and Union representatives jointly, as far as practicable at the time they are raised. However, if the Authority and Union cannot agree, Authority shall have the right to finally dispose of said dispute, subject to the right of the employee and/or Union to file a grievance, as hereinbefore defined.
9. In the event any regular runs are not signed on during a sign-up, the Division Superintendent shall assign such vacant runs to the extra board operators in the inverse order of their seniority.
10. A list of all regular runs to be picked will be posted in a place available to operators at all times for at least seventy-four (74) hours in advance of the beginning of the sign-up for the purpose of helping the operators decide on their choice. A notice will be posted on the sign-up at the club room affected forty-eight (48) hours in advance of the posting of the sign-up showing the routes that have schedule changes on the sign-up.
11. At the time of sign-up, all operators who choose a run or elect to work the extra board will be required to familiarize themselves with all routes and conditions included in the work they choose on their own time prior to the effective date of the sign-up. Except where operators are forced through no fault of their own to change Boards, such operators will be paid at their regular rate of pay.

12. The Authority shall prescribe reasonable rules and regulations covering all sign-ups as may be necessary. Any disputes arising as to such rules and regulations shall be disposed of through the grievance procedure, as hereinbefore defined.
13. For sign-up purpose only, there shall be one division, with one (1) day off pool.
  - A. A.M. and P.M. days off shall be in separate pools.

Robert C. Polk 7-30-80  
Robert C. Polk  
For the Authority

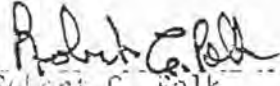
Curtis Crawford  
Curtis Crawford  
For the Union



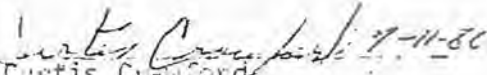
Tentative Agreement  
July 9, 1980

Section 311 Classification of Accidents

- (A) The Authority shall classify all operating accidents. The operator involved will be given confidential notification of the classification at the earliest possible time. The operator or his representative may appeal the classification of the accident at the third step of the grievance procedure within ten (10) working days of receipt of notification.
- (B) If the Operator is away from the job for reason of vacation, funeral leave, sick leave, job related injury or suspension, during the ten (10) day appeals period, the operator must appeal the classification within five (5) working days of his return to work. If the accident classification is not appealed within the time frame specified in this section, the Authority's classification shall be considered final.

  
Robert C. Folk  
For the Authority


7-11-80

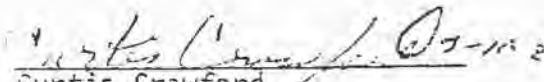
  
Curtis Crawford  
For the Union

Tentative Agreement  
June 23, 1980

Section 312 Street Supervisors

- A) Operators will be notified in writing of any infraction of the operating rules observed by Street Supervisors. Where practical, supervisors will personally contact the operator for explanation of the infraction.
- B) If after the operator's explanation, the Supervisor decides to submit a report, the Supervisor shall so advise the operator.
- C) Interviews with Supervisors to discuss such reports shall be set as close as possible to an operator's relief time.

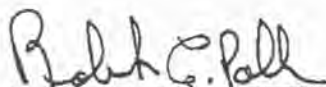
  
Robert C. Polk  
For the Authority  
7-9-80

  
Curtis Crawford  
For the Union

Tentative Agreement  
July 9, 1980

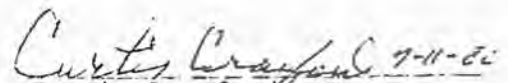
Section 313 Rotation and Guarantee for Extra Operators

- (A) The rotating system shall be used for the extra board at all locations. All work shall be given in turn to extra operators. No operator shall be worked out of turn in order to avoid the payment overtime.
- (B) Each qualified operator shall receive a minimum weekly guarantee, beginning with the first Sunday of the week following completion of his training period, provided that during each week he reports at all show-ups and fills all assignments offered. The amount of such weekly guarantee shall be forty two and one-half ( $42\frac{1}{2}$ ) hours times the operator's regular hourly rate of pay. Eight (8) hours shall be deducted from the per week guarantee for each day the operator fails to report at all show-ups or to fill all assignments offered.



Robert C. Polk  
For the Authority

7-11-80

 7-11-80

Curtis Crawford  
For the Union

Tentative Agreement  
July 28, 1980

Section 315 - Operator's Neat Appearance Rule

- (A) Hair is to be clean and neatly cared for.
- (B) Operators must abide by uniform specification, maintain cleanliness and neatness, and must keep footwear neat and presentable.

Robert C. Polk 7-30-80  
Robert C. Polk  
For the Authority

Curtis Crawford  
Curtis Crawford  
For the Union

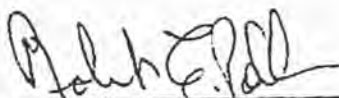
Tentative Agreement

June 30, 1980

SECTION - 317

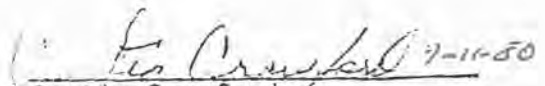
Miss Rule

1. All Operators must pick up their run assignments or show up at Report Time.
2. If an Operator shows up late, he will be charged with being tardy.
3. If an Operator shows up late for his run assignment or show-up Report Time, he may be assigned to the Extra Board for that day or be released without compensation.
4. Where Operator fails to call in, the AWOL Rule applies.
5. When an Operator fails to call in within three (3) hours of his scheduled Report Time to notify the Starter that he will be late, the Operator will be considered AWOL.
6. If an Operator is late three (3) times in a twelve (12) month period, he will receive a Caution.
7. If an Operator is late four (4) times in a twelve (12) month period, he will be given a written reprimand.
8. If an Operator is late five (5) times in a twelve (12) month period, he will be given a one (1) day suspension.
9. If an Operator is late six (6) times in a twelve (12) month period, he will be given a three (3) day suspension.
10. If an Operator is late seven (7) times in a twelve (12) month period, he will be discharged.
11. Effective August 1, 1980, all miss violations charged to an operator's record will be removed.



Robert C. Polk  
For the Authority

7-9-80

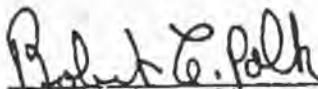



Curtis Crawford  
For the Union

Tentative Agreement  
July 14, 1980

Section 401 Work Days and Times

A normal work day for Schedule Checkers consists of eight (8) hours, including a lunch period, and the normal work week consists of five (5) work days. Days off will be selected during the annual sign-up, and the work week will begin on Sunday. The Authority will schedule as many straight work days as possible.

  
Robert C. Polk  
For the Authority  
7-18-80

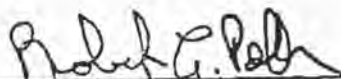
  
Curtis Crawford  
For the Union



Tentative Agreement  
July 14, 1980

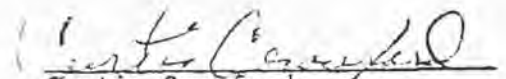
Section 403 Overtime

- (A) Schedule Checkers shall be compensated at one and one-half ( $1\frac{1}{2}$ ) times the straight time rate in the following cases:
1. Time worked on regularly scheduled days off.
  2. Time worked in excess of eight (8) hours in one day.
  3. Time worked on a split shift in excess of scheduled hours or in excess of twelve and one-half ( $12\frac{1}{2}$ ) hours spread time.



Robert C. Polk  
For the Authority

7-18-80

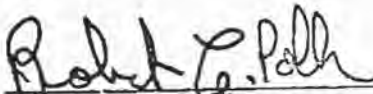


Curtis Crawford  
For the Union

Tentative Agreement  
July 14, 1980

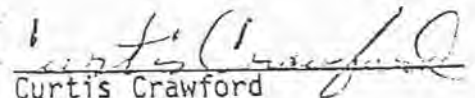
Section 404 Vacancies

- (A) All vacancies for Schedule Checkers shall be filled in the following manner:
1. Qualified union employees.
  2. New employees.
- (B) Any transportation or maintenance department employees selected to fill a vacancy or new job in the Schedule Department may be disqualified by the Authority within sixty (60) days of the new assignment if their workmanship is judged deficient. In the event such employee is disqualified, he shall revert to his former status.
- (C) The provisions of this Section shall not preclude special studies and surveys at the Authority's discretion so long as such studies and surveys do not eliminate the Schedule Checker duties or cause a reduction in personnel.

  
Robert C. Polk

For the Authority

7-18-80

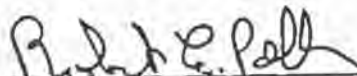
  
Curtis Crawford

For the Union

Tentative Agreement  
July 14, 1980

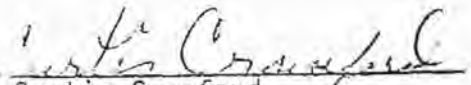
Section 405 Vacations

Schedule Checker's vacation allowance shall be paid on the basis of forty (40) hours per week vacation. Pay shall be at the employee's straight time wage rate. The Authority will schedule vacation periods and designate the number of employees to be off at any time on the basis of service requirement. On the date or dates set by the Authority, employees shall choose their vacation period on the basis of department seniority.



Robert C. Polk  
For the Authority

7-18-80

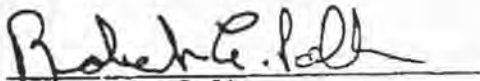


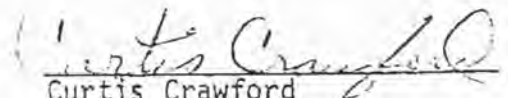
Curtis Crawford  
For the Union

Tentative Agreement  
July 14, 1980

Section 406 Seniority

Seniority for new employees will be determined by the date and hour they are placed on the Authority's payroll.

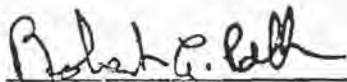
  
Robert C. Polk  
For the Authority  
7-18-80

  
Curtis Crawford  
For the Union

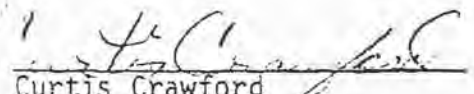
Tentative Agreement  
July 16, 1980

Section 407 Work Assignments

Work assignments shall be distributed in the order of preference, based on seniority. However, the Authority retains the right to assign Schedule Checkers where they are needed, as determined by Management.



Robert C. Polk  
For the Authority

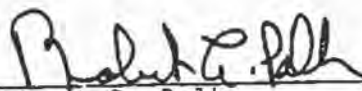


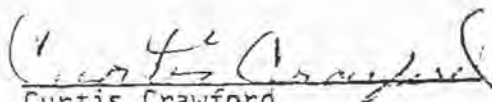
Curtis Crawford  
For the Union

Tentative Agreement  
July 16, 1980

Section 501 Basic Work Day and Week

- (A) A normal work day shall consist of eight (8) hours of work.
- (B) Except during weeks in which holidays occur, the normal work week in the Maintenance Department shall consist of five (5) consecutive work days.

  
Robert C. Polk  
For the Authority  
7-18-80

  
Curtis Crawford  
For the Union



Tentative Agreement  
July 28, 1980

Section 503 - Workshift and Shift Premium

(A) The first shift is any regular scheduled work shift which begins at or anytime after 5:00 a.m., but before 2:00 p.m.

The second shift is any regularly scheduled work shift which begins at or anytime after 2:00 p.m., but before 11:00 p.m.

The third shift is any regularly scheduled work shift which begins at or anytime after 11:00 p.m., but before 5:00 a.m.

(B) All Maintenance Department employees working the second shift will receive a Night Shift Premium of \_\_\_\_\_ cents (\$ ) per hour in addition to their regular hourly wage rate, and Maintenance Department employees working the third shift will receive a Night Shift Premium of \_\_\_\_\_ cents (\$ ) per hour in addition to their regular hourly wage rate.

Robert C. Polk 7-30-80  
Robert C. Polk  
For the Authority

Curtis Crawford  
Curtis Crawford  
For the Union

Tentative Agreement  
July 23, 1980

Section 505 - Overtime

The general policy of the Authority is to avoid overtime. However, on certain occasions, the volume of work may make it necessary to work beyond one's regular shift. All overtime work must be at the request and approval of the Supervisor. Overtime work will be compensated and distributed, as follows:

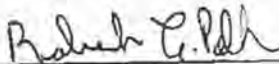
A. Pay

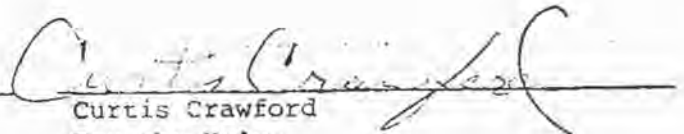
- (1) Overtime shall be compensated for at one and one-half (1½) times the straight time rate as set forth in this Agreement.
- (2) Overtime rates shall be paid in the following cases:
  - (a) Time worked in excess of eight (8) hours within a twenty-four (24) hour period, except when such work is incident to a change of shift. Employees off from work because of Section will be allowed credit for time lost from their regular work toward the eight (8) hours required before overtime is applicable.
  - (b) Time worked on the employee's regularly scheduled day off, provided that a change in shifts shall not cause an employee to have three (3) regularly scheduled days off in the same calendar week, except as provided in Section
  - (c) Time worked during a scheduled lunch period. After the completion of such work, an employee shall be granted sufficient time, not to exceed twenty (20) minutes, at straight time rates, to eat lunch.
- (3) Where two or more overtime or premium rates apply to the same work or time, only one, the greater, shall be paid.

B. Distribution. Overtime work shall be distributed equitably, in the order of seniority, among those employees in the classification of work and on the shift where overtime is required, except in the following cases:

1. Work that has been started before the end of an employee's regular shift and requires up to two (2) hours to complete the job;
2. Bus changes and service calls in progress but not completed by the end of the regular shift.

- C. A record shall be maintained of all overtime offered and worked. When an employee declines overtime, he will be charged on the overtime record with the amount of overtime declined as if he had worked the overtime.
- D. Pass Up. Any employee shall have the right, if he so desires, to pass up the overtime when called upon by the Authority to work overtime, provided another qualified employee with less seniority is available.
- E. Employees who desire not to share in the distribution of overtime work during this contract shall communicate this desire to their supervisors, in writing, within ten (10) days following the effective date of this Agreement. Such employees will not be required to work overtime during the life of this Agreement except in the following cases:
1. Emergency situations; and
  2. When the full complement of employees in a job classification is needed to work beyond their regular work shift. In this case, the overtime work will be assigned to those employees who signed the overtime waiver in the order of inverse seniority. Failure to work under this condition may result in discipline.
- F. Overtime records will be posted the next work day after the overtime has been worked.
- G. If an employee agrees to work overtime but fails to report or notify his supervisor, the employee will be charged with the overtime on the overtime record and will be subject to progressive discipline.
- H. If an employee is overlooked and/or bypassed in the distribution of overtime, such employee will be compensated at the overtime rate for the hours worked in his place.

 7-30-80  
Robert C. Polk  
For the Authority

  
Curtis Crawford  
For the Union

Tentative Agreement  
July 26, 1980

Section 506 - Vacancies and New Positions in the Maintenance Department

(A) Vehicle Maintenance jobs will be filled as follows:

1. Vehicle Maintenance employees may bid on job openings in their job classification.
2. Where Vehicle Maintenance employees are equally qualified seniority shall prevail.
3. Where no Vehicle Maintenance employee in the job classification qualifies through the bid process, or no one in the job classification bids, then employees in other job classifications in Vehicle Maintenance may bid on the job opening if they are qualified either by training or previous experience.
4. Vehicle Maintenance employees who bid on jobs and are awarded the job have ninety (90) days to qualify for the job they bid on.
5. Vehicle Maintenance employees who bid and are awarded the job bid must remain on that job for a minimum of six (6) months.


(B) Building and Grounds jobs will be filled as follows:

1. Building and Grounds employees may bid on job openings in their job classification.
2. Where Building and Grounds employees are equally qualified seniority shall prevail.
3. Where no Building and Grounds employee in the job classification qualifies through the bid process, or no one in the job classification bids, then employees in other job classifications in Building and Grounds may bid on the job opening if they are qualified either by training or previous experience.
4. Building and Grounds employees who bid on jobs and are awarded the job have ninety (90) days to qualify for the job they bid on.
5. Building and Grounds employees who bid and are awarded the job must remain on that job for a minimum of six (6) months.
6. Cleaners will be permitted to bid into the Building and Grounds classification provided they are qualified.

(C) Job Picks - Storeroom Employees

1. There shall be two Job-Picks during each calendar year. One shall be held during the month of December and the other during the month of May.
2. Work shifts and days off as deemed necessary shall be posted by the Authority and shall be picked in accordance with seniority.
3. When deemed necessary by the Authority, a Leaderman may, in addition to his/her regular duties, be required to assume the responsibility of Supervisor.
4. When a Leaderman is required to assume the duties of Supervisor, he/she shall be paid twenty-five (25¢) cents per hour in addition to his/her regular hourly rate.
5. During the absence of the Supervisor and the Working Leaderman for any reason, employees on duty shall function at the direction of a shift Supervisor.
6. In the event there is a reduction of the number of Storeroom employees, the reduction will be made in inverse order of seniority and such employee or employees affected shall have the opportunity to transfer to a Cleaners job in the Equipment Department. In the event there is no job open, the Authority will create an equal number of jobs for those employees who are affected.
7. Any Storeroom employee who transfers to the Cleaning and Servicing section through a reduction in employees shall become the junior seniority employee in that section for Job-Pick purposes, but shall be credited with their full Authority seniority for pension benefits, vacations benefits, vacation pick and wage rate purposes.
8. Any Storeroom employee who transfers as provided in Paragraph 7 above shall have the opportunity in accordance with seniority to transfer back into the Storeroom in the event a job vacancy occurs or a new job is created.
9. Any Storeroom employee who declines to transfer back into the Storeroom as provided in Paragraph 8 above shall be considered thereafter as an employee of the Equipment Department and shall waive any right to transfer into the Storeroom thereafter.

  
Robert C. Polk  
For the Authority

  
Curtis Crawford  
For the Union

Tentative Agreement  
July 21, 1980

Section 507 Seniority List

- (A) The Authority shall prepare and post, in each division a master seniority list of all employees in the Maintenance Department. Such list shall include both Authority seniority and Departmental seniority.
- (B) Such seniority list shall be brought up-to-date semi-annually and copies shall be furnished to the Union.

Robert C. Polk 7-30-80  
Robert C. Polk  
For the Authority

Curtis Crawford  
Curtis Crawford  
For the Union



Tentative Agreement  
July 21, 1980

Section 508 Call Back

- (A) When an employee is called back for duty after his/her regularly scheduled work day has been completed and after he/she has left the Authority's premises, such employee shall be guaranteed a minimum of three (3) hours pay at straight time rates.

R. C. Polk 7-30-80  
Robert C. Polk  
For the Authority

Curtis Crawford  
Curtis Crawford  
For the Union

Tentative Agreement  
July 21, 1980

Section 510

The Authority agrees to supply protective Equipment, as determined by the Authority, to all Maintenance Department employees required to work outside in inclement weather.

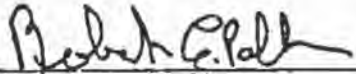
Robert C. Polk 7-30-80  
Robert C. Polk  
For the Authority


Curtis Crawford  
Curtis Crawford  
For the Union

Tentative Agreement  
July 14, 1980

Section 601 Rates of Pay

Effective the date of this Agreement, employees in the Contraflow Department shall be compensated as indicated in Appendix D.

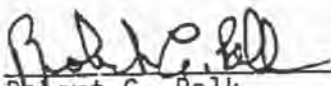
  
Robert C. Polk  
For the Authority  
7-18-80

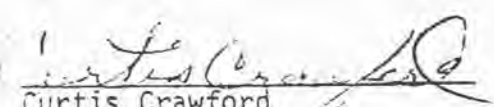
  
Curtis Crawford  
For the Union

Tentative Agreement  
July 14, 1980

Section 602 Basic Work Day and Week

A normal work day consists of eight (8) hours of work per day (not necessarily consecutively), and a normal work week consists of five (5) consecutive work days. Overtime will be compensated for at one and one-half ( $1\frac{1}{2}$ ) time the applicable regular wage rate set out in Appendix D.


  
Robert C. Polk  
For the Authority  
7-18-80

  
Curtis Crawford  
For the Union

Tentative Agreement  
July 14, 1980

Section 603 Absences

If a contraflow operator is going to be absent from work for any reason, including but not limited to sickness, he shall notify his supervisor that he will be absent and of the reason for the absence at least two (2) hours prior to the time he is scheduled to work.

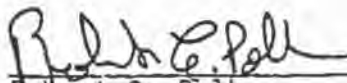
  
Robert C. Polk  
For the Authority  
7-18-80


\_\_\_\_\_  
Curtis Crawford  
For the Union

Tentative Agreement  
July 14, 1980

Section 604 Seniority

An employee who enters the contraflow department from any other department or as a new employee shall become the junior most employee in line of seniority in the contraflow department.

  
Robert C. Polk  
For the Authority

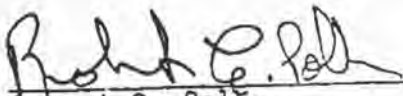
  
Curtis Crawford  
For the Union



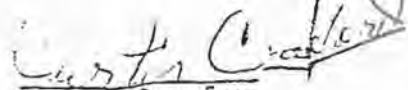
Tentative Agreement  
July 16, 1980

Section 605 Layoff

- (A) If any Contraflow Operator is laid off because of lack of work or abolishment of the Contraflow project such employees will be retained on the payroll at their current rate of pay and assigned miscellaneous job duties in departments covered by the Bargaining Unit for a period not to exceed ninety (90) days. These employees will be given preferential consideration for employment according to seniority before new employees are hired into the Bargaining Unit, provided the employee meets the qualifications for jobs which might become available during the 90 day period.
- (B) Contraflow Operators entering other departments in accordance with Section 605(A) will become the junior most employee in those departments, however, their Authority seniority shall remain undisturbed.
- (C) Contraflow Operators entering other job classifications in accordance with Section 605(A) will be paid the entry level rate applicable to such job classifications. Thereafter, the employee will be compensated in accordance with the contractually established wage progression schedule applicable to such job classification.
- (D) If, within the ninety (90) day period, an employee is offered a job for which he is qualified and the employee declines acceptance of the job, the employee will be laid off immediately.

  
Robert C. Polk  
For the Authority

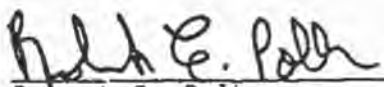
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Curtis Crawford  
For the Union

Tentative Agreement  
July 14, 1980

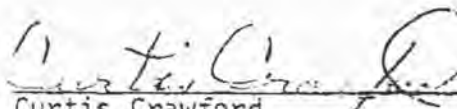
Section 606

The Authority agrees to supply protective equipment as determined by the Authority, to all contraflow operators required to work outside in inclement weather.



Robert C. Polk  
For the Authority

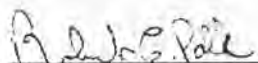
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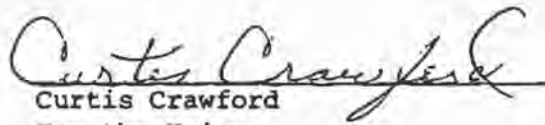
  
Curtis Crawford  
For the Union

Tentative Agreement  
July 28, 1980

Section 108 - Contracting Out Work

The Authority shall have the right to engage such firms or persons as it desires to provide repair, reconstruction, service and maintenance of its operating equipment and facilities, provided it does not lay off any regular full-time employees capable of doing such work. The Authority shall notify the Union prior to contracting out any work which the employees normally perform or have the capacity to perform, and will give the Union reasonable opportunity to discuss any such contracting out of work before such contract is entered into.

 7-30-80  
Robert C. Polk  
For the Authority

  
Curtis Crawford  
For the Union