

SIDE LETTER AGREEMENT

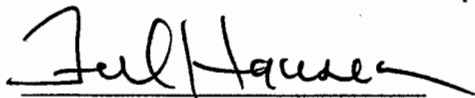
This Side Letter Agreement is made by and between the Tri-County Metropolitan Transportation District of Oregon ("District") and Amalgamated Transit Union, Division 757 ("Union") pursuant to the Memorandum of Agreement contained in the parties Working and Wage Agreement.

TriMet and the Union agree as follows:

1. On a non-precedent setting basis, the District and the Union agree to create a new position titled Computer Technology Specialist for incumbent employees Doug Allen ("Allen") and John Kellermann ("Kellerman"), who currently hold the Union classification of Schedule Automation Technician, with their rate of pay to be adjusted to \$36.48 per hour, said adjustments to be retroactive to December 1, 2003.
2. Allen and Kellerman shall remain members of the Union and will be covered by and subject to all terms of the collective bargaining agreement, including but not limited to any future pay adjustments.
3. Upon retirement or voluntary termination of Allen and/or Kellermann, the Union classification of Computer Technology Specialist shall be extinguished and the work and classification of any new employee doing the work previously performed by Allen and Kellerman shall be non-union work, the employees will hold management classifications, and the employees shall not be covered by the collective bargaining agreement.
4. In consideration of the commitments contained in this Side Letter, the District and the Union shall not litigate, grieve, or seek the intervention of any third party, including but not limited to of any governmental agency, private party, or individual, for or about any matter or issue directly or indirectly related to any term of or agreement reached in this Side Letter.

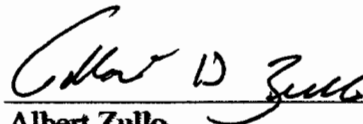
Dated: August 7, 2004.
September

Tri-County Metropolitan Transportation
District of Oregon



Fred Hansen
General Manager

Amalgamated Transit Union
Union, Local 757



Albert Zullo
President-Business
Representative