

EXHIBIT A
ATU DIVISION 757 FINAL OFFER
Case No: ME-015-20
DATE: October 19, 2020

Meal and Break Periods and Restroom Facilities
Proposal
September 1, 2020

The Tri-County Metropolitan Transportation District of Oregon ("TriMet") and the Amalgamated Transit Union, Division No. 757 ("the Union") (collectively the "Parties") agree to the following terms relative to the scheduling of break and meal periods and the provision of restroom facilities for bus and rail operators. This side letter shall be effective upon mutual and complete execution by the Parties. ~~The Parties agree to meet in twelve months to evaluate the application of this agreement and discuss any areas requiring improvement. The parties agree that~~ provision of adequate meal and rest breaks is critical to the health and working conditions of operators. ATU may request at any time discussion of scheduling regarding meal and rest breaks as part Scheduling Labor Management Committee, Labor Relations Meeting, or call a special meeting for that purpose. On request, TriMet will provide ATU with a report detailing which categories of meal break are provided to each run, and any related data requested by the Union.

1. TriMet will insure when it schedules runs, adequate break/ layover time to be used for meal breaks and restroom breaks will be built into the schedule on any straight run that contains more than ~~seven hours and thirty minutes~~ six hours and one minute of paid time. TriMet will space the meal breaks and restroom breaks reasonably throughout the course of the run, which includes not having a break at the start or finish of a run. Adequate break/ layover time is defined as; 1) a minimum of one 20 minute uninterrupted paid meal break and two ten minute breaks, or 2) up to 15% of scheduled runs may contain three 15 minute uninterrupted breaks. The recovery or layover time as provided for in Article 11, Section 1, Par. 9 (f) of the WWA will not be included in the meal break time calculation. There shall be no other scheduled break periods or meal periods for operators except the remainder of the layover/recover periods as set forth in the WWA. The language contained in Article II, Section 1, Par. 9(f) regarding recovery or layover time shall be deemed fully met and satisfied by this side letter.
2. Notwithstanding any other provision in this Side Letter, the Parties recognize that a limited number of scheduled runs are desirable to operators without the provision of a meal and restroom break described above in Paragraph 1. Thus, the parties agree that up to five percent (45%) of runs need not be scheduled in accordance with the requirements for meal and rest breaks described in Paragraph 1, provided, however, that these exempt scheduled runs shall minimally provide the following:
 - a. For an exempt scheduled run of at least eight (8) hours, but less than ten (10) hours, the cumulative layover time scheduled for the run shall be at least sixty (60) minutes.
 - b. For an exempt scheduled run often ten (10) hours or greater, the cumulative layover time scheduled for the run shall be at least seventy five (75) minutes.

~~c. Prior to each sign up, TriMet will provide ATU with a report detailing which category of meal break is contained with various runs.~~

3. An operator shall be permitted such unscheduled time as is necessary for use of the restroom, despite that such use may cause the operator to run late. Operators are further entitled to briefly depart a scheduled route for the purpose of accessing a restroom when an on-route designated restroom is not readily available or physical needs of the operator require a restroom break. When an operator goes off route to access a restroom, he or she shall notify dispatch. If an Operator follows district policies regarding restroom use, an operator will not be disciplined for any use of restroom facilities.
4. TriMet is committed to ensuring there are clean, convenient, and sufficient restroom facilities available for all operators on all lines and will provide a list of designated facilities to the ATU prior to each sign-up. Restroom facilities owned or controlled by TriMet are preferable, but cannot be provided in many locations. Consequently, arrangements between TriMet and other entities, such as convenience stores or local businesses, will be necessary. TriMet and the Union recognize that many factors, such as change in hours of operation of these contracted businesses providing facilities, can alter their availability. To ensure that TriMet's goal of providing sufficient restroom facilities is consistently met, an operator, or the ATU (on behalf of an operators), may submit a notice to TriMet about the lack of sufficient restroom facilities. TriMet will respond within 30 days to any such notice with either: (i) a plan and timetable for when such additional facilities shall be provided; or (ii) an explanation of why, in TriMet's opinion, the current facilities are sufficient. If ATU or the operator is unsatisfied with TriMet's explanation that the current facilities are sufficient, the parties will meet to discuss a plan to remedy the facilities.
5. An operator, or the AID on behalf of an operator, may submit a report to TriMet if it is believed that their scheduled meal and break periods cannot be consistently achieved as scheduled for a particular run. Such reports shall be copied to the AID. TriMet shall investigate the claim and determine: (i) the frequency of failure to achieve request meal and rest break periods during the six (6) month period preceding the report, and (ii) the cause of any failure to achieve a consistent meal and rest break (s). The analysis conducted by TriMet will be shared with the Union. TriMet will respond as follows:
 - a. If it is determined that the scheduled run cannot achieve the required meal and/or rest break(s) at least 80 % of the time, and that the cause of such failure to achieve the meal and/or break(s) is attributable to route factors, then TriMet shall adjust the run schedule at the next sign up. For those reported problems that are verified as noted above, but for which time does not permit adjustment by the beginning of the next sign up, the adjustment will take place by the sign up following the next sign up or TriMet will meet with the ATU to discuss the situation and possible remedy. Route factors shall include non-variable road conditions, signals and passenger loads but shall not include temporary disruptions to service, including those occasioned by special events, short-term construction scheduled to be completed before the end of that particular sign up, or weather conditions.
 - b. If it is determined that the scheduled run cannot achieve the required meal and/or rest break(s) at least ~~50~~80% of the time, and that the cause of such failure to achieve the meal and/or rest break(s) is attributable to route factors, as defined in paragraph

Sa, then the TriMet shall promptly adjust the run schedule or TriMet will meet with the ATU to discuss the situation and possible remedy.

- c. ~~In the event that TriMet requests a meeting with Transportation Executive Board Officers to assign in resolution of a scheduling problem, TriMet will pay for the time spent at the meeting.~~