

MEMORANDUM OF AGREEMENT  
BETWEEN  
TRANSDEV SERVICES, INC.  
&  
UNITED STEELWORKERS, LOCAL 8751  
  
(2021 Successor Negotiations)

**May 19, 2022**

TRANSDEV SERVICES, INC. (the "Company") and the UNITED STEELWORKERS, LOCAL 8751 (the "Union") hereby agree to a three (3) year contract to be in effect from July 1, 2021 through June 30, 2024. The terms and conditions of the previous contract will be carried forward into the new collective bargaining agreement, except as modified below in this Memorandum.

- **Article 11 (Leave of Absences).** Amend subsections of this Article as follows:
  - **Section 1 (Maternity Leave).** Delete reference to "Maternity Leave" and replace with "Parental Leave".
  - **Section 7 (Emergency Leave).** Amend this Section by adding new language to the beginning of the subsection, as follows:  
"The duration of emergency leave shall not exceed fifteen (15) calendar days. The employee may request up to an additional fifteen (15) calendar days. The General Manager or designee will evaluate all requests on a case-by-case basis. Requests will not be unreasonably denied.
  - **Section 11.** The parties agree that the first sentence of this Article shall read as follows:  
  
"Seniority shall continue to accumulate during military and Union business leaves of absence for the duration of the leave."

**Article 17 - Absenteeism and Tardiness.** Amend this Article by deleting paragraph 3 in its entirety and replace as follows:

"If the regular driver is late in reporting to work, the regular driver shall have the right to do their run provided that the standby driver has not begun their inspection check. If the run has been given to a standby driver, the late regular driver will not be paid the

minimum report guarantee unless given other work. Once a quarter, at the regular driver's discretion, the regular driver may use their PTO when other work is not available. Said request must be (a) made on the day of the late report and (b) directly to the regular driver's branch manager.

The regular driver will not be considered late until five (5) minutes after their report time. No run will be given to a standby driver until five (5) minutes after the report time of the regular driver. "

- **Appendix "B" – Fringe Benefits.** Amend the "Paid Time Off Days" subsection of this appendix by adding the following sentence to the end of the 3<sup>rd</sup> paragraph: "PTO days cannot be used retroactively for No Call/No Show absences."
- **Appendix "B" Fringe Benefits.** Amend this Appendix as follows:
  - Effective July 1, 2021, the number of eligible employees to receive severance pay will be increased from fifteen (15) to twenty-five (25).

The additional ten (10) slots (from 15 to 25) will be taken so as not to disrupt the operations of the 2021-2022 school year. Any balance shall be carried over to the 2022-2023 school year only.

- Effective July 1, 2021, up to ten (10) drivers per year (starting on July 1st of each year) that otherwise qualify for retirement severance pay but die will receive the severance pay. Unused deceased slots may roll over from year to year.
  - The Retirement Severance amount shall be increased from \$1,000 per year to \$1,100 per year of service.
- **Article 6 - Probationary Period**

Amend Section 1 by adding the following new paragraph to the end of the existing language:

New Hire Recruitment, Licensing, and Training Program

A driver hired without a CDL license will not begin their probationary period until they pass their CDL road-test. The driver shall be accorded all other rights based on their date of hire.

- **Article 25 (Accident Review Committee – Accident Reports).** Parties agree to increase the dollar amounts of incidents as follows:  
Effective July 1, 2021            \$760.00

Effective July 1, 2022	\$780.00
Effective July 1, 2023	\$800.00

- **Wages.** Parties agree to the following increases:

**Report Rate**

- **Report rate market adjustment due to COVID-19 environment**
- Effective July 1, 2021, report rate will be \$28.00 (retroactive 7/1/21)
- **Regular report rate increases**
- Effective July 1, 2021 - no change beyond above
- Effective July 1, 2022 (report rate increase) 2%
- Effective July 1, 2023 (report rate increase) 2%

**Charter Rate**

- **Charter rate market adjustment due to COVID-19 environment**
- Effective July 1, 2021, charter rate will be \$18.00
- **Charter rate increases**
- Effective July 1, 2021 - no change beyond above
- Effective July 1, 2022 (charter rate increase) 2%
- Effective July 1, 2023 (charter rate increase) 2%

- **Sickness and Accident Insurance.** Replace the current amounts as follows:

July 1, 2021	\$350.00
July 1, 2022	\$375.00
July 1, 2023	\$400.00

- **Severance Pay.** Parties agree to add the word “deceased” to existing language as follows:

• **“Severance Pay.** Drivers terminated by the Company, or voluntarily, or deceased, will be paid for any unused Personal Days at the time they received their final paychecks.”

- **Paid Holidays.** Strike the phrase “Thanksgiving Day plus” and revise as follows: “Paid Holidays. Indigenous Peoples Day, Veterans Day, Martin Luther King, Jr. Day, plus eight (8) floating holidays to be designated at the beginning of the school year which coincide with school holidays...”

- **Appendix “C” – (A. Memorandum regarding the Twenty-Five (25) Hour Weekly Minimum).** Parties agree to replace the reference to “twenty-five (25) hours” to “thirty-one (31) hours”.

- **Article 12 – Seniority.** Amend Section 7 (Selection of Runs) by adding the following new language between paragraph 1 and 2, as follows:


Following the selection of a route in the preliminary bid, drivers must make themselves available to do a Dry Run on their selected route, after the bid and prior to the first active day of the route. Dry Runs will be paid at the charter rate. Drivers who fail to complete their Dry Run may be subject to progressive discipline.

- Parties agree to amend the August 22, 2018 MOU regarding the employment of the 401(k) Administrator by adding the following language:

“In the case that the 401(k) Plan Administrator ceases to be a member of the bargaining unit, the President of the Union shall designate a Plan Administrator who is qualified to perform the duties and responsibilities outlined in the Plan and language below, subject to the confirmation and approval of the Boston School Bus Drivers Deferred Retirement and Savings Plan Committee.”

(Revised MOU will be appended to the CBA for reference purposes only.)

- After ratification of the CBA, fully executed Letters of Agreement A & B by Local 8751, BPS and the City of Boston to will be appended to the CBA.
- Parties negotiated a series of side letters that are attached to this Agreement for reference only. The side letters will not be integrated into the Collective Bargaining Agreement. The topics covered in the side letters are as follows:
  - Dental insurance RFP prior to open enrollment
  - COVID-19 and Meeting with the Boston Public Health Commission
  - Driver Recruiting and Training
  - National Day of Mourning

DocuSigned by:  
  
2CE3390AE432471...

James Folk

Date: 5/19/2022

  
Andre Francois

Date: 5/24/2022

## Side Letter

Transdev Services, Inc. and the United Steelworkers (USW), AFL-CIO-CLC, agree to perform as follows:

### COVID 19

The Company shall assist in convening a meeting between the City of Boston, Boston Public Health Commission, BPS, the Company and the Union in order to discuss issues related to COVID-19. The Company and Union agree to continue working collaboratively to address issues related to COVID-19. Parties acknowledge certain COVID-19 policies from the City of Boston or BPS, if applicable to the Company, may require impact bargaining between Transdev and the Union.

### Driver Recruitment and Training Program

- In light of the severe driver shortage, nationally and locally, the Union agrees to assist Transdev's driver recruitment and training program. The Union agrees to (a) support the Company's efforts to recruit and train residents of Boston, particularly those within Boston's communities of Color; (b) to assist with advertising job opportunities at the Company; and (c) any other recruitment efforts deemed by mutual agreement of the parties to be appropriate for joint collaboration between the Company and the Union.

### Deceased Drivers

- The five (5) listed drivers that (a) meet the qualifications for retirement severance pay and (b) died (and have not yet received the benefit) between March 1, 2020 and June 30, 2021, shall receive the benefit. Charles Hoy, William Doorley, Frederick Green, John Cheevers, Maximo O'Neal.

### Holidays

The Company will replace any reference to "Thanksgiving Day" in the CBA with "National Day of Mourning" if "National Day of Mourning" becomes the official federal or state holiday.

When designating paid holidays to the Company, the Union may refer to the 4<sup>th</sup> Thursday in November as "National Day of Mourning".

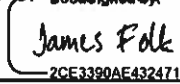
Dental Insurance

In advance of the upcoming open enrollment for FY23, the Company will solicit Request For Proposals from dental insurance carriers, including, but not limited to, Delta Dental and the current dental insurance carrier (CIGNA).

The Company agrees to change dental insurance carriers only if (a) cost associated with comparable HMO and PPO plans are cost neutral for the employer in the first year (members agree to pay any difference) and (b) the Company's two other unions (Teamsters and UAW) agree, in writing, to change to the new dental insurance carrier under the conditions described herein.

If the above-described conditions do not occur, no change in dental insurance carrier will occur in the new plan year.

For Transdev

  
2CE3390AE432471...

James Folk, GM

Date: 5/19/2022

For USW

  
Andre Francois, President

Date: 5/24/2022