



2025 ETMA Operations and Maintenance RFP Addendum 1

DATE: June 16, 2025

TO: RFP Recipients

FROM: Daniel Oliver, Executive Director of Emeryville Transportation Management Association

SUBJECT: ADDENDUM 1 to RFP for Shuttle Operations and Maintenance

Contents

A. Fleet	2
1. Fleet Mileage	2
2. 24-Month Revenue and Deadhead Hours and Miles.....	3
B. RFP Scorecard.....	7
C. Current Contractor	8
1. 12-Months Performance Fees and Liquidated Damages	8
2. Current Contractor Organization Chart	10
3. Current Staffing Hours	11
4. DNLA Passenger Procedures	12
5. Current Contractor Wages & Benefits	14

A. Fleet

1. Fleet Mileage

BUS #	YEAR	MAKE/MODEL	VIN	MILEAGE*	May 2024 - May 2025 Usage (Miles)	May 2023 - May 2024 Usage (Miles)
683	2013	INTERNATIONAL UC	5WEASAAN4DJ270683	189,015	10	54
207	2014	INTERNATIONAL 3200	5WEASAAN8DH417207	142,617	704	212
208	2014	INTERNATIONAL 3200	5WEASAANXDH417208	138,743	81	1789
215	2015	INTERNATIONAL 3200	5WEASAAN3FH726215	117,913	167	272
216	2015	INTERNATIONAL 3200	5WEASAAN5FH726216	134,213	6,994	6026
920	2016	INTERNATIONAL 4300	5WEASC8L3GH282920	188,251	15,200	14230
921	2016	INTERNATIONAL 4300	5WEASC8L3GH282921	157,017	19,002	17285
922	2016	INTERNATIONAL 4300	5WEASC8L3GH282922	172,565	11,634	10914
649	2016	INTERNATIONAL 4300	5WEASC8L0GH268649	140,881	13,390	10781
650	2016	INTERNATIONAL 4300	5WEASC8L7GH268650	140,993	16,716	16259
651	2016	INTERNATIONAL 4300	5WEASC8L9GH268651	169,794	19,785	19736
696	2017	IC CORPORATION RC505	5WEASC8N9HH514696	161,583	21,575	20091
697	2017	IC CORPORATION RC505	5WEASC8N0HH514697	133,193	13,351	12606
698	2017	IC CORPORATION RC505	5WEASC8N2HH514698	165,665	23,230	19363
8698	2018	INTERNATIONAL 4300	5WEASC8N6JH578698	142,229	19,281	20078
8699	2018	INTERNATIONAL 4300	5WEASC8N8JH578699	150,477	21,777	23487
8700	2018	INTERNATIONAL 4300	5WEASC8N0JH578700	126,644	18,086	21244
8701	2018	INTERNATIONAL 4300	5WEASC8N2JH578701	117,798	16,170	15140
751	2019	INTERNATIONAL PC505	5WEASC8N3KH400751	96,368	16,724	20549
752	2019	INTERNATIONAL PC505	5WEASC8N5KH400752	98,797	19,590	22584
753	2019	INTERNATIONAL PC505	5WEASC8N7KH400753	89,670	22,351	22347

VAN #	YEAR	MAKE/MODEL	VIN	MILEAGE*	May 2024 - May 2025 Usage (Miles)	May 2023 - May 2024 Usage (Miles)
743	2016	DODGE CARA SHUTTLE	2C7WDGBG3GR313743	54697	8283	6982
933	2023	Ford Transit	1FBAX2C89PKA58933	1674	N/A	N/A

*Fleet Mileage through May 8, 2025

2. 24-Month Revenue and Deadhead Hours and Miles

Emery Go-Round

	Total Billable Service Hours			
Month	EGR Hours	EGR Miles	Deadhead Hours	Deadhead Miles
May 2023	2780.78	25438.8	124.67	1309.00
June 2023	2780.78	25438.8	124.67	1309.00
July 2023	2633.65	24048	118.33	1242.50
August 2023	2893.09	26472.2	129.67	1361.50
September 2023	2600.89	23770.5	117.00	1228.50
October 2023	2813.54	25716.3	126.00	1323.00
November 2023	2556.16	23372	114.67	1204.00
December 2023	2633.65	24048	118.33	1242.50
January 2024	2780.78	25438.8	124.67	1309.00
February 2024	2556.16	23372	114.67	1204.00
March 2024	2713.2	24803.9	122.00	1281.00
April 2024	2780.78	25438.8	124.67	1309.00
May 2024	2780.78	25438.8	124.67	1309.00
June 2024	2633.65	24048	118.33	1242.50
July 2024	2780.78	25438.8	124.67	1309.00
August 2024	2825.51	25837.3	127.00	1333.50
September 2024	2588.92	23649.5	116.00	1218.00
October 2024	2893.09	26472.2	129.67	1361.50
November 2024	2600.89	23770.5	117.00	1228.50
December 2024	2554.65	23413.1	115.67	1214.50
January 2025	2780.78	25438.8	124.67	1309.00
February 2025	2443.85	22338.6	109.67	1151.50
March 2025	2745.96	25081.4	123.33	1295.00
April 2025	2780.78	25438.8	124.67	1309.00

West Berkeley Shuttle

	Total Billable Service Hours			
Month	WBS Hours	WBS Miles	Deadhead Hours	Deadhead Miles
May 2023	212.43	2103.2	7.33	123.2
June 2023	213.43	2103.2	7.33	123.2
July 2023	191.17	1912	6.67	112
August 2023	222.1	2198.8	7.67	128.8
September 2023	197.45	1912	6.67	112
October 2023	212.98	2103.2	7.33	123.2
November 2023	194.97	1912	6.67	112
December 2023	196.17	1912	6.67	112
January 2024	218.6	2198.8	7.67	128.8
February 2024	198.95	1912	6.67	112
March 2024	208.7	2007.6	7.00	117.6
April 2024	218.52	2007.6	7.00	117.6
May 2024	212.58	2103.2	7.33	123.2
June 2024	198.83	1912	6.67	112
July 2024	219.39	2103.2	7.33	123.2
August 2024	219.34	2103.2	7.33	123.2
September 2024	196.98	1912	6.67	112
October 2024	226.56	2198.8	7.67	128.8
November 2024	188.19	1912	6.67	112
December 2024	205.78	2007.6	7.00	117.6
January 2025	212.65	2103.2	7.33	123.2
February 2025	187.63	1816.4	6.33	106.4
March 2025	209.51	2007.6	7.00	117.6
April 2025	217.51	2103.2	7.33	123.2

8 to Go Paratransit

	Total Billable Service Hours
Month	8 to Go Hours
May 2023	132.09
June 2023	127.91
July 2023	105.8
August 2023	139.21
September 2023	111.97
October 2023	118.42
November 2023	110.61
December 2023	119.41
January 2024	120.64
February 2024	119.15
March 2024	124.1
April 2024	133.32
May 2024	131.5
June 2024	107.95
July 2024	104.26
August 2024	137.45
September 2024	123.51
October 2024	142.81
November 2024	101.35
December 2024	114.5
January 2025	125.7
February 2025	111.18
March 2025	124.28
April 2025	135.51

Due to the door to door nature of the service, deadhead hours and mileage do not apply.

The Emery Express Shuttle

	Total Billable Service Hours			
Month	Emery Express Hours	Emery Express Miles	Deadhead Hours	Deadhead Miles
May 2023	183.2	1860.76	7.33	37.4
June 2023	183.04	1860.76	7.33	37.4
July 2023	166.37	1691.6	6.67	34
August 2023	191.36	1945.34	7.67	39.1
September 2023	169.28	1691.6	6.67	34
October 2023	186.03	1860.76	7.33	37.4
November 2023	177.21	1691.6	6.67	34
December 2023	166.98	1691.6	6.67	34
January 2024	186.48	1860.76	7.33	37.4
February 2024	168.92	1691.6	6.67	34
March 2024	177.49	1776.18	7.00	35.7
April 2024	186.37	1776.18	7.00	35.7
May 2024	186.67	1860.76	7.33	37.4
June 2024	169.52	1691.6	6.67	34
July 2024	186.56	1860.76	7.33	37.4
August 2024	186.56	1860.76	7.33	37.4
September 2024	169.52	1691.6	6.67	34
October 2024	195.04	1945.34	7.67	39.1
November 2024	168.92	1691.6	6.67	34
December 2024	177.51	1776.18	7.00	35.7
January 2025	185.92	1860.76	7.33	37.4
February 2025	158.56	1607.02	6.33	32.3
March 2025	175.47	1776.18	7.00	35.7
April 2025	186.37	1860.76	7.33	37.4

B.RFP Scorecard



EMERYVILLE TRANSPORTATION MANAGEMENT ASSOCIATION

2025 ETMA Shuttle Operations and Maintenance RFP Selection Score Sheet

Category/Criteria	Weight
Compliance with Agreement Terms (including insurance provisions)	10%
Overall Approach & Operating Methodology	11%
Company Qualifications for Similar Services	10%
Personnel Policies, Safety Programs, and Quality of Driver Training & Incentives	10%
Contractor Provided Equipment (incl. WBS and Emery Express)	7%
Vehicle Maintenance Facility & Program	9%
Demonstrated Understanding of Scope of Services, Schedule & Transition Plan	11%
Quality of Staffing Plan & Proposed Key Personnel	9%
Demonstrated Client/Customer Satisfaction (References)	11%
Cost	10%
Sub-Total	100%
Proposes Option to Use Existing Employees (Drivers)	10%

C. Current Contractor

1. 12-Months Performance Fees and Liquidated Damages

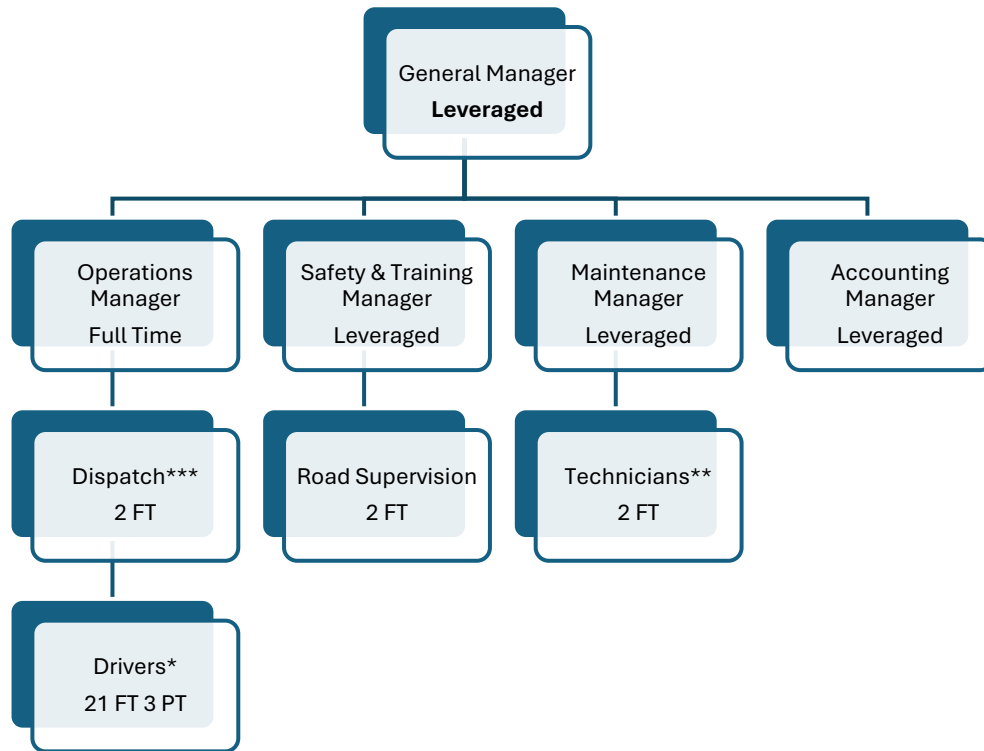
Summary of Fees

Month	Total Missed Trips	Total Penalty
May 2024	3	300
June 2024	12	1200
July 2024	7	700
August 2024	6	600
September 2024	16	1600
October 2024	2	200
November 2024	1	100
December 2024	11	1100
January 2025	3	300
February 2025	0	0
March 2025	3	300
April 2025	2	200

Details of Fees

May 2024	Number of Missed Trips	Reason	Missed Trip Penalty
May 2024	1	Dispatch error	\$100
May 2024	1	Driver called out	\$100
June 2024	1	Driver misread schedule	\$100
June 2024	3	Driver called out	\$300
June 2024	2	No available driver	\$200
June 2024	1	No available driver	\$100
June 2024	3	No available driver	\$300
July 2024	3	No available driver	\$300
July 2024	1	No available driver	\$100
July 2024	1	Driver called out	\$100
August 2024	5	No available driver	\$500
August 2024	2	No available driver	\$200
August 2024	2	No available driver	\$200
September 2024	2	No available driver	\$200
September 2024	2	No available driver	\$200
September 2024	1	No available driver	\$100
September 2024	4	No available driver	\$400
September 2024	1	No available driver	\$100
September 2024	1	No available driver	\$100
September 2024	1	No available driver	\$100
September 2024	4	No available driver	\$400
October 2024	1	No available driver	\$100
November 2024	2	No available driver	\$200
December 2024	1	No available driver	\$100
December 2024	1	No available driver	\$100
December 2024	1	Dispatch error	\$100
December 2024	6	Driver misread schedule	\$600
January 2025	3	No available driver	\$300
January 2025	1	Driver misread schedule	\$100
March 2025	2	Dispatch error	\$200
April 2025	3	Dispatch error	\$300
April 2025	1	No available driver	\$100
May 2024	1	No available driver	\$100

2. Current Contractor Organization Chart



**Teamsters Local 853 –ETMA drivers, expires December 2030*

***Teamsters Local 853 – East Bay Paratransit Drivers, Dispatch, Technicians and Utility, expires June 2028*

**** role currently being performed by drivers, but to be performed by two full time dispatchers and leveraged personnel beginning January 2026*

3. Current Staffing Hours

Position / Shifts	Sun	Mon	Tues	Wed	Thurs	Fri	Sat
General Manager	As Needed	0800-1700	0800-1700	0800-1700	0800-1700	0800-1700	As Needed
Safety & Training Mgr.	As Needed	0800-1700	0800-1700	0800-1700	0800-1700	0800-1700	As Needed
Operations Manager	As Needed	0500-1330	0500-1330	0500-1330	0500-1330	0500-1330	As Needed
Maintenance Manager	As Needed	0800-1700	0800-1700	0800-1700	0800-1700	0800-1700	As Needed
Dispatcher1 (leveraged) (covered by Ops Mgr.)	Off	0500-1330	0500-1330	0500-1330	0500-1330	0500-1330	Off
Dispatcher2 (FT)	Off	1300-2030	1300-2030	1300-2030	1300-2030	1300-2030	Off
Dispatcher3 (FT)	0830-1830	Off	1400-2230	1700-2300	1700-2300	Off	0800-2100
Dispatcher4 (leveraged)	0500-0830	Off	Off	Off	Off	Off	0500-0800
Dispatcher5 (leveraged)	1830-2300	Off	Off	Off	Off	Off	2100-2300
Road Supervisor1	As Needed	0500-1330	0500-1330	0500-1330	0500-1330	0500-1330	As Needed
Road Supervisor2	As Needed	1300-2130	1300-2130	1300-2130	1300-2130	1300-2130	As Needed
Road Supervisor3 (leveraged)	Off	2130-2230	2130-2230	2130-2230	2130-2230	2130-2230	Off
Road Supervisor4 (leveraged)	0500-1400	Off	Off	Off	Off	Off	0500-1400
Road Supervisor5 (leveraged)	1400-2300	Off	Off	Off	Off	Off	1400-2300

Hours of Service	Sun	Mon	Tues	Wed	Thurs	Fri	Sat
Emery Go Round	0530-2230	0530-2230	0530-2230	0530-2230	0530-2230	0530-2230	0530-2230
8 to Go Paratransit		0900-1230, 1330-1600	0900-1230, 1330-1600	0900-1230, 1330-1600	0900-1230, 1330-1600	0900-1230, 1330-1600	
West Berkeley Shuttle		0552-1009, 1456-1716	0552-1009, 1456-1716	0552-1009, 1456-1716	0552-1009, 1456-1716	0552-1009, 1456-1716	
The Emery Express		0630-1000, 1500-1930	0630-1000, 1500-1930	0630-1000, 1500-1930	0630-1000, 1500-1930	0630-1000, 1500-1930	

4. DNLA Passenger Procedures

While a written procedure written to address passengers who are not to be left alone, provided below are two examples of what such a procedure could look like:

Example 1

Abandoned Passenger – Defined as a passenger who is designated not to be left alone but there is no designated person to receive them upon arrival at the passenger's destination. Such passengers will be denoted on the operator's manifest with a specific code or comment to denote that they are not to be left alone.

Examples:

- An operator arrives at a passenger's home and discovers that no one is home to receive the passenger.
- An operator arrives with a passenger to their day program prior to the start of operating hours.

Procedure:

Should an operator encounter a situation in which a passenger who is designated not to be left alone cannot be received by a designated individual at their destination, the following procedures must be followed:

Operator

- The operator will not leave the passenger unattended.
- The operator will immediately notify dispatch of the situation.
- The operator will await instructions from dispatch.

Dispatch

- Dispatch will contact the emergency contact listed on file for the passenger. If dispatch is not able to communicate with anyone, they will then dispatch a road supervisor to the location to sit with and monitor the passenger until a responsible party is able to respond to receive the passenger. Dispatch will continue attempts to reach an emergency contact until successful.

Example 2

Hand-to-Hand Service – Defined as receiving a passenger from a designated person at their trip origin and delivering them to a designated person at their destination. Passengers requiring Hand-to-Hand Service are never to be left alone. Passengers requiring Hand-to-Hand Service are denoted on the Operator's manifest with a specific code or comment identifying them as such.

Operator Procedures:

Pick-up:

- The operator will receive the passenger from the designated person (Personal Care Attendant (PCA), Caregiver, Relative, etc.) and escort them onto the bus and to their seat.
- If the passenger is unstable, the operator will offer their arm to assist the passenger.
- Once the passenger is seated, the operator will check to ensure that the passenger is properly secured with the seatbelt.

Drop-off

- Upon arrival at the destination, the operator will announce the arrival to the passenger and request that the passenger remain seated until the operator can assist them.
- The operator will meet the passenger at their seat and assist the passenger as necessary.
- The operator will escort the passenger off the bus and to the entrance of their destination. Operators may not cross the threshold of any home. If the passenger is being dropped off at a facility, the operator may enter the foyer only.
- The operator will hand off the passenger to a designated person; before leaving, the operator will ask for the name of the person receiving the passenger and make note of it on their manifest.
- The operator will never let the passenger walk unaccompanied; the operator is to remain with the passenger until the person who is receiving them has taken custody.
- If no one is present to receive the passenger, the operator will immediately contact dispatch and await instruction.

Dispatch Procedures:

- If informed by an operator that no one is present to receive a passenger, dispatch will contact the emergency contact listed on file for the passenger. If dispatch is not able to communicate with anyone, they will dispatch a road supervisor to respond to the location to sit with and monitor the passenger until a responsible party is able to respond to receive the passenger. Dispatch will continue attempts to reach an emergency contact until successful.

5. Current Contractor Wages & Benefits

This below information has been updated based on the updated Teamsters, Local 853 Collective Bargaining Agreement, effective January 1, 2026 – December 31, 2030.

Contractor: MV Transportation, Inc

Bargained Personnel

Bargained personnel are represented by the Teamsters, Local 853. The union represents the following roles are recognized by the collective bargaining agreement: full-time and regular part-time drivers. The expiration date of the current collective bargaining agreement is Dec 31, 2030.

Position	Status	Seniority Date	Rate of Pay	Union
Driver	Regular Full-Time	6/11/2001	\$ 36.77	Teamsters-853
Driver	Leave of Absence	11/11/2002	\$ 36.77	Teamsters-853
Driver	Regular Full-Time	10/6/2004	\$ 36.77	Teamsters-853
Driver	Leave of Absence	11/1/2006	\$ 36.77	Teamsters-853
Driver	Regular Full-Time	11/1/2006	\$ 36.77	Teamsters-853
Driver	Regular Full-Time	8/4/2008	\$ 36.77	Teamsters-853
Driver	Regular Full-Time	8/30/2010	\$ 36.77	Teamsters-853
Driver	Regular Full-Time	9/6/2011	\$ 36.77	Teamsters-853
Driver	Leave of Absence	10/11/2011	\$ 31.97	Teamsters-853
Driver	Regular Full-Time	4/15/2013	\$ 36.77	Teamsters-853
Driver	Regular Full-Time	5/20/2013	\$ 36.77	Teamsters-853
Driver	Regular Full-Time	9/15/2014	\$ 36.77	Teamsters-853
Driver	Regular Full-Time	6/15/2015	\$ 36.77	Teamsters-853
Driver	Regular Full-Time	9/28/2015	\$ 36.77	Teamsters-853
Driver	Regular Part-Time	1/23/2017	\$ 33.16	Teamsters-853
Driver	Regular Full-Time	7/17/2017	\$ 32.75	Teamsters-853
Driver	Regular Part-Time	4/2/2018	\$ 36.77	Teamsters-853
Driver	Leave of Absence	7/23/2018	\$ 32.35	Teamsters-853
Driver	Regular Full-Time	4/22/2019	\$ 32.35	Teamsters-853
Driver	Regular Full-Time	6/3/2019	\$ 31.97	Teamsters-853
Driver	Casual Part-Time	3/4/2021	\$ 36.77	Teamsters-853
Driver	Regular Full-Time	12/12/2021	\$ 30.76	Teamsters-853
Driver	Regular Full-Time	9/28/2022	\$ 28.86	Teamsters-853
Driver	Regular Full-Time	2/5/2024	\$ 27.61	Teamsters-853
Driver	Regular Full-Time	3/4/2024	\$ 27.61	Teamsters-853
Driver	Regular Full-Time	10/15/2024	\$ 26.50	Teamsters-853
Driver	Regular Full-Time	11/4/2024	\$ 33.56	Teamsters-853
Driver	Regular Full-Time	10/15/2024	\$ 26.50	Teamsters-853

Bargained Technicians

MV does have technicians supporting ETMA, however, those persons would not be available to be re-badged by another provider. The current collective bargaining agreement expires June 2028.

Position	Status	Seniority Date	Rate of Pay	Union
Auto Technician A Level	Regular Full-Time	1/7/2008	\$ 44.64	Teamsters-853
Auto Technician A Level	Regular Full-Time	10/25/2010	\$ 44.64	Teamsters-853

Below are the medical benefits and costs for the employees that are represented by the Teamsters, Local 853

The company shall contribute the following amounts to the Teamsters Managed Health Care Trust total single rate:

- October 1, 2026 - \$705.12
- October 1 2027 - \$740.38
- October 1, 2028 - \$777.40
- October 1, 2029 - \$816.27
- October 1, 2030 - \$857.08

Pre-trip and post-trip duties have been quantified as 20-minutes and 10 minutes respectively.

There is a Teamsters Pension fund, where MV contributes \$0.40 per compensable hour currently and effective 7/1/2025 will increase to \$0.50 per compensable hour. Also, MV provides \$5,000 of Basic Life insurance for each driver.

Contributions to Teamsters Pension funds have been amended to include:

- \$0.60 per hour worked beginning January 1, 2026
- \$0.70 per hour worked beginning January 1, 2027
- \$0.80 per hour worked beginning January 1, 2028
- \$0.90 per hour worked beginning January 1, 2029
- \$1.00 per hour worked beginning January 1, 2030

Pension Contributions shall be paid for all compensable hours worked, holiday, vacation, funeral leave, jury duty, and sick leave, time paid for but no worked shall be considered as time worked for the purpose of this section.

Employee Only
Employee + Spouse
Employee + Child(ren)
Employee + Family

Union		
Employee Costs	Employer Costs	Total Costs
Medical - Open Choice PPO		
\$124.40	\$436.16	\$560.56
\$443.00	\$790.22	\$1,233.22
\$270.10	\$738.90	\$1,009.00
\$527.12	\$1,154.54	\$1,681.66

Union		
Employee Costs	Employer Costs	Total Costs
Medical - Heal Savings Plan		
\$233.73	\$450.00	\$683.73
\$1,054.18	\$450.00	\$1,504.18
\$780.70	\$450.00	\$1,230.70
\$1,601.14	\$450.00	\$2,051.14

Employee Only
Employee + Spouse
Employee + Child(ren)
Employee + Family

Union		
Employee Costs	Employer Costs	Total Costs
Medical - Buy Up PPO Union 500		
\$383.59	\$609.67	\$993.26
\$1,575.50	\$609.67	\$2,185.17
\$1,178.19	\$609.67	\$1,787.86
\$2,370.10	\$609.67	\$2,979.77

Union		
Employee Costs	Employer Costs	Total Costs
Medical - EMHCT Union Plan		
\$175.28	\$645.72	\$821.00
\$948.28	\$645.72	\$1,594.00
-	-	-
\$1,064.28	\$645.72	\$1,710.00

Employee Only
Employee + Spouse
Employee + Child(ren)
Employee + Family

Union		
Employee Costs	Employer Costs	Total Costs
Dental - Delta Dental PDP		
\$31.73	\$0.00	\$31.73
\$68.30	\$0.00	\$68.30
\$65.26	\$0.00	\$65.26
\$113.26	\$0.00	\$113.26

Union		
Employee Costs	Employer Costs	Total Costs
Dental - Delta Co-Pay		
\$12.22	\$0.00	\$12.22
\$26.30	\$0.00	\$26.30
\$25.12	\$0.00	\$25.12
\$43.60	\$0.00	\$43.60

Employee Only
Employee + Spouse
Employee + Child(ren)
Employee + Family

Union		
Employee Costs	Employer Costs	Total Costs
Vision - VSP Vision Care		
\$5.60	\$0.00	\$5.60
\$11.22	\$0.00	\$11.22
\$11.99	\$0.00	\$11.99
\$19.17	\$0.00	\$19.17

LABOR AGREEMENT

BETWEEN

MV TRANSPORTATION

EMERYVILLE, CALIFORNIA

Drivers



AND

TEAMSTERS LOCAL 853

AFFILIATED WITH
THE INTERNATIONAL BROTHERHOOD OF TEAMSTERS

January 1, 2026 – December 31, 2030

Contents

ARTICLE 1 – TERM OF AGREEMENT
ARTICLE 2 - RECOGNITION
ARTICLE 3 – PARTICIPATION
ARTICLE 4 – MANAGEMENT RIGHTS
ARTICLE 5 – REPRESENTATIVES' RIGHTS
ARTICLE 6 – UNION BULLETIN BOARDS
ARTICLE 7 – COMPLIANCE WITH LAW
ARTICLE 8 – AFFIRMATIVE ACTION
ARTICLE 9 – NO STRIKE, NO LOCKOUT
ARTICLE 10 – DISCIPLINE
ARTICLE 11 - GRIEVANCE PROCEDURE
ARTICLE 12 – CATEGORIES OF EMPLOYEES
ARTICLE 13 - HOURS OF WORK & PAY
ARTICLE 14- SENIORITY
ARTICLE 15 - BIDDING
ARTICLE 16 – DRUG AND ALCOHOL PROGRAM
ARTICLE 17 – BREAK AND LUNCHES
ARTICLE 18 - DRIVE
ARTICLE 19 - HEALTHCARE
ARTICLE 20 - PENSIONS
ARTICLE 21 - HOLIDAYS
ARTICLE 22 - VACATIONS
ARTICLE 23 - SICK LEAVE
ARTICLE 24 - BEREAVEMENT
ARTICLE 25 - WAGES
ARTICLE 26 - SAVINGS CLAUSE
ARTICLE 27 - COMPLETE AGREEMENT
SIDE LETTER NO. 1 - ROAD SUPERVISOR RECOGNITION

ARTICLE 1 – TERM OF AGREEMENT

This Agreement is entered into effective January 1, 2023, by and between MV Transportation, Inc. (hereinafter referred to as the "Company") and Teamsters Local Union No. 853 (hereinafter referred to as the "Union"), and shall expire December 31, 2025. Its purpose is the promotion of harmonious relations between the Company and the Union, the establishment of an equitable and peaceful procedure for the resolution of differences, and the establishment of rates of pay, hours of work and other conditions of employment

ARTICLE 2 - RECOGNITION

Section 2.1 – Bargaining Representative. The Company recognizes the Union as the exclusive bargaining agent for all employees in the Emeryville Bargaining unit.

Section 2.2. – Covered Employees. The bargaining unit includes all full-time and regular part-time drivers working under any contract between the Company and ETMA ("Client"), excluding office clerical employees, professional employees, dispatchers, guards and supervisors as defined in the Act. The Parties agree that should any new classification of employees be employed at this location the Union will be recognized as their exclusive bargaining agent and the Parties will meet to negotiate work rules and wages as applicable.

Section 2.3 - Shut Down of Operations. It is understood that, in the event MV operations at Emeryville cease entirely, shut down temporarily, or otherwise be replaced by another provider, the employees covered under this Agreement will be permitted to exercise their seniority to San Leandro (MV Division 8). These individuals will initially be placed on the extra board until able to place on the next bid choice.

An employee transferring from San Leandro (MV Division 8) shall begin accruing seniority from the date the employee begins work at Emeryville (MV Division 294) and will rescind seniority held at San Leandro (MV Division 8). That employee shall retain Company seniority from Division 8 for the purpose wage progression and benefits. If driver is making less than the current scale the transferring driver will be brought up to scale.

ARTICLE 3 – PARTICIPATION

Section 3.1 – Purpose. It is the purpose of this article to provide that all employees covered by this Agreement share equally the Union's costs incurred to negotiate, administer and enforce the terms of this Agreement.

Section 3.2 – Membership. An employee assigned to a covered classification who is employed by the Company on the date of contract ratification, as a condition of employment, will become and remain a member in good standing of the Union, not later than the 31st day following the employee's completion of training or the contract ratification date, whichever is later.

Section 3.3 - Checkoff. The Company will give a Union membership application to each operator during initial training, and will forward complete applications to the Union. Membership as used herein shall mean only an obligation of an employee to pay periodic dues and initiation fees uniformly required, or in the event that the employee objects to full dues and initiation fees, only to the obligation to pay periodic dues and initiation fees, as required by current law.

Section 3.4 – Fees/Dues Deduction. It is further agreed that the Company shall deduct the initiation fees and dues from the pay of each employee, and shall forward all such fees and dues so deducted to the office of the Union each month. Such initiation fees and dues shall be deducted upon the basis of a dues deduction form voluntarily executed by the employee.

Section 3.5 – Dues Not Deducted. Where an employee who is on Check-off is not on the payroll during the week in which the deduction is to be made, or has no earnings, or insufficient earnings during the week, or is on leave of absence, the employee must make arrangements with the Union to pay such dues before the end of the month.

Section 3.6 – Maintenance of Membership. In the event an employee, fails to apply for or maintain his/her membership in the Union, after notice of his/her obligation to do so and opportunity to correct any failure to apply or failure to maintain membership, the Union may give the Company notice of this fact and the employment of such employee shall be taken out of service without pay until their Union membership is deemed to be in good standing, or paid all agency fees as prescribed by law.

Section 3.7 - Indemnification. The Union shall indemnify the Company and hold it harmless against any and all claims, demands, suits, or other forms of liability of any kind which may arise out of or by reason of actions taken by the Company for the purpose of complying with this Article.

ARTICLE 4 – MANAGEMENT RIGHTS

Section 4.1 - Company Rights. Except as expressly modified or restricted by a specific provision of this Agreement, all statutory and inherent managerial rights, prerogatives and functions are retained and vested exclusively in the Company, in accordance with its sole and exclusive judgment and discretion, including, but not limited to these rights:

- (a) To reprimand, suspend, discharge, or otherwise discipline employees for just cause and to determine the number of employees to be employed.
- (b) To hire employees, determine their qualifications and assign and direct their work; to promote, demote, transfer, lay off, and recall to work.
- (c) To set the standards of productivity, the services to be rendered, to maintain the efficiency of operations; to determine the personnel, methods, means, and facilities by which operations are conducted, and to set the starting and quitting time and the number of hours and shifts to be worked.
- (d) To close down, or relocate the Company's operations or any part thereof; to expand, reduce, alter, sub-contract, combine, transfer, assign, or cease any job, department, operation, or service, to control and regulate the use of vehicles, facilities, equipment, and other property of the Company or the client.

- (e) To determine the price at which the Company contracts its services, to determine the methods of financing its operation and services, and to determine the number, location and operation of departments, divisions, and all other units of the Company.
- (f) To introduce new or improved technology, machines, tools, equipment, property, research, service, maintenance methods, and materials used to increase efficiency, to hire, promote, assign, transfer, demote, discipline and discharge for just cause.
- (g) To issue, amend and revise policies, rules, regulations, and practices including standards of performance; to take whatever action is either necessary or advisable to determine, manage and fulfill the mission of the Company and to direct the Company's employees; to determine the existence or nonexistence of facts which are the basis of management decision, and to carry out the lawful directives of the customers to whom the Company contracts its services.
- (h) To maintain timekeeping policies, practices, systems, and technology for the purpose of computing all hours worked by employees;
- (i) To subcontract in accordance with client contract specific requirements or when augmenting the existing workforce;

Section 4.2 - Technology Rights. The Company may employ new technology, including video systems, GPS, mobile data terminals/computers and other present or future technologies for the transit industry, in order to help ensure the safety of the driver and passengers, and compliance with all federal, state and local driving rules and regulations by both the driver and the motoring or pedestrian public. The Company and the Union agree that any recording resulting from said technology may be used as evidence in the investigation of any incident involving the Company facility, another employee, or an employee while operating a Company vehicle. In the event any data or recording is used as evidence for purposes of disciplinary action, the Union shall be afforded an opportunity to view the evidence as soon as practicable after the action is taken. Any use of Technology for disciplinary purposes, as described in this Section, shall be in accordance with the terms of this Agreement and is subject to the grievance procedure contained herein. The Company shall meet with the Union before implementation of new technology on an advise and confer basis, in order to explain and clarify the use and effects of said technology. The Union maintains all rights to the grievance procedure contained in this Agreement in the case of disagreement concerning any implementation of new technology as stated in this Section.

Section 4.3 – Client Contract. The Company and the Union acknowledge that the Company has entered into a contract(s) to provide transportation services with ETMA, hereto known as the “Client.” The contract(s) between MV and Client contains specific performance requirements. Nothing contained in this Agreement will be construed to prohibit MV from fulfilling all of its contractual obligations to Client. The Company will have the sole right to change any policies, rules and regulations governing employees without renegotiation of this Agreement should such changes in policies, rules and regulations be required in order to comply with any governmental law or regulation or to comply with any provision of the Agreement between MV and Client. MV will discuss and obtain input from the Union on any other new policies, rules and regulations without renegotiation of this Agreement prior to implementation. However, the Company shall have the sole right to make any and all final decisions regarding the implementation of said policies, rules and regulations.

If the Company is required to remove a driver from service at the request of the Client, per provision(s) contained in the agreement between the Client and the Company, the Company agrees to discuss the matter with the Client to attempt to resolve the problem. If the Client maintains its position on the removal of the driver, the Company will then meet with the Union to discuss the status of the driver. Should the Client maintain its position concerning the status of the driver, such removal from service would be subject to the grievance procedure contained in this Agreement.

Section 4.4. The Company's failure to exercise any right, prerogative, or function hereby reserved to it, or the Company's exercise of any such right, prerogative, or function in a particular way, shall not be considered a waiver of the Company's right to exercise such right, prerogative, or function or preclude it from exercising the same in some other way not in conflict with the express provisions of this Agreement.

ARTICLE 5 – REPRESENTATIVES' RIGHTS

Section 5.1 – Recognition of Shop Stewards. From among the employees employed in the bargaining unit, the Union may designate and the Company will recognize not more than two (2) Shop Stewards per one hundred (100) bargaining unit employees. The Company will not be required to recognize any employee as a Shop Steward unless the Union has informed the Company, in writing, of the employee's name.

Section 5.2 – Leaves of Absence. The Company agrees that members of the Union will be granted unpaid leaves of absence on Union business as authorized by the Union, when so requested, provided that the granting of such leave does not impact Company's ability to provide service to the Client. The Union agreed not to request that more than two such leaves of absence will be requested for any specific period of time. It is further agreed that any member of this Union who now holds office, or will be appointed or elected to any office in said Union, which requires his absence from the Company's employ, will upon his retirement from said office be placed in his former position with full seniority rights, rates of pay, vacation and retirement pay rights. Union business is further defined to mean employment directly and solely by the Union, or the International Union of which it is a division.

During periods of any such leave, the employee shall not receive or accrue any pay, fringe benefits or other compensation to which the employee would have been entitled to under this Agreement had the employee not taken such leave of absence.

Section 5.3 – Duties of Shop Stewards. Shop Stewards are authorized to represent bargaining unit members at meetings and process and settle grievances.

Section 5.4 – New Member Orientation. The Company will make available to the designated Union representative(s) an opportunity to introduce themselves, explain the responsibilities of the stewards, and provide a brief history and overview of Local 853 to newly hired employees for a maximum of 30 minutes. The new member orientation will occur during the initial training period for new employees. The actual time and place for such orientation will be mutually agreed upon by the Company and the Union.

Section 5.6 - Union Visitation. Upon giving reasonable notice to the Company, the Union will be allowed access to Company premises for the purpose of investigating or adjusting an actual grievance, or visiting the members in order to ensure the terms of this Agreement are being upheld. The Union agent will confine any conversations with employees to non-work time and his activities will not in any manner interfere with the performance of work by the employee.

ARTICLE 6 – UNION BULLETIN BOARDS

Section 6.1 – Union Business. The Company agrees to provide space for bulletin boards for employees covered by this Agreement. The Union-supplied bulletin board is for the Union's exclusive use where notices pertaining to meetings, social events and information of general interest to Union members may be posted. Nothing will be posted that disparages the Company, the Union, the client or any other person or employee. All postings must be printed on official Union letterhead and signed by an officer of the Local. The Company shall also allow any official postings as mandated and prescribed by any government agency.

Section 6.2 - Indemnification. The Union indemnifies and will hold the Company harmless against any and all claims, suits, demands, charges, complaints or other causes of action for items that are posted on the bulletin boards.

ARTICLE 7 – COMPLIANCE WITH LAW

It is understood and agreed that the Union will comply with the provisions of applicable law pertaining to elections and that any provision of this Agreement, the legality of which depends upon an election, will not be effective until authorized in such election or until full compliance with the law is accomplished.

ARTICLE 8 – AFFIRMATIVE ACTION

Section 8.1 – Equal Opportunity. The Company and the Union recognize a common commitment to the equality of opportunity for all. Therefore, the Company and the Union agree that neither will discriminate against any employee with respect to hiring, compensation or terms or conditions of employment because of such individual's race, color, religion, sex, age, national origin, marital status, sexual orientation, disability or Vietnam Era veteran status, or any other status protected by law.

Section 8.2 – Gender. Whenever either the masculine or feminine gender is used in this Agreement, it is intended to include the opposite gender as well.

ARTICLE 9 – NO STRIKE, NO LOCKOUT

Section 9.1 - Disputes. It is recognized and understood that the Company and its workers are obligated to perform essential public service, and that this service must be continuously performed to the fullest extent. The grievance and arbitration re-dress procedure shall be the sole and exclusive means for settling any dispute arising under this Agreement between the workers of the Union and the Company during the term of this Agreement.

Section 9.2 - No Strikes. The Union agrees during the term of this Agreement that it will not engage in, encourage or condone any strike, slow-down, boycott, interference or interruption of production or service - especially in cases where such services include medical emergencies or delivery of patients to health care providers. The Union shall take all affirmative action to prevent or stop any such strikes, slow-downs, walkouts, or other interference with work, and all employees are required to cross picket lines and report to work. Any employee that refuses to cross any such picket line and not report to work or violates the provisions of this Article in any way, may be disciplined by the Company up to and including discharge. The Company will use all available legal means in the event of a wildcat strike or a labor disruption violating this agreement.

Section 9.3 - Lockouts. During the term of this Agreement, or any extension thereof there will be no lockouts by the Company.

ARTICLE 10 – DISCIPLINE

Section 10.1 - Disciplinary Procedures.

a) All disciplinary processes will be performed by a General Manager, Operations Manager or Regional Vice President, or their management designee. The Company agrees to be fully compliant with employee's representational rights under the Weingarten decision. The charged employee shall be given the opportunity to attend all hearings, which may result in disciplinary action. A Union representative may also attend the hearing, if so requested by the employee.

- b) The respective General Manager, to whom the individual is requested to report, shall give a fair and impartial hearing to all employees. This shall also include corrective interviews, through the disciplinary process. Stewards will be notified within three (3) business days of any suspensions or pending terminations.
- c) A copy of bargaining member's disciplinary actions shall be given to the employee. The shop steward and the Local Union shall also be given copies of discipline within ten (10) business days of the issuance of said discipline.
- d) Initial discipline shall occur within fourteen (14) business days of the Company's knowledge of an alleged infraction / incident. The Company will notify the union if an investigation will last longer than fourteen (14) business days to complete.
- e) Disciplinary action taken by the Company according to the terms of this Section are subject to the grievance procedure contained herein.

Section 10.2 - Progressive Discipline. Any violation of posted and/or written Company rules, policies and/or procedures may, at the Company's discretion, result in disciplinary action. With the exception of a violation of a serious infraction as listed in Section 10.4, Attendance Policy as listed in Section 10.5, or the Safety Policy as listed in 10.6, each infraction of any rule, policy or procedure may result in the following disciplinary action taken by the Company against the employee who violates any rule, policy or procedure:

First Violation: Policy review / documented verbal counseling.

Second Violation: First Written Warning Notice.

Third Violation: Final Written Warning Notice.

Fourth Violation: Dismissal From Employment With Company

The definition "first", "second", "third" and "fourth" violation above shall mean the violation of any rule or combination of rules and shall not be construed to mean the first, second and third violation of each individual rule exclusive of violation of any other rules. If an employee does not have a non-safety related disciplinary violation for a period of twelve consecutive months, then the employees will have his record cleared. This policy is based on a floating twelve (12) month time period.

Section 10.3 - Work Rules. The Company will issue all employees a current MV Employee Handbook outlining all rules, regulations and policies. Prior to the Implementation of any new or revised rule, regulation or policy in the Handbook, the Company will issue an addendum to the Employee Handbook, with a copy given to each employee and the Union, at least twenty (20) business days prior to the implementation of said rule, regulation or addendum. The Company shall have the sole exclusive right to adopt additional reasonable rules, regulations and policies to govern its operations and employees and, from time to time, to change or amend such rules, regulations and policies, to the extent they do not conflict with any express written provisions of this Agreement. The Company will notify the Union in writing of all changes in policy at least twenty (20) business days before they are implemented, unless required by client or safety concerns which demand a more immediate implementation. In the event any Company Rule conflicts with the terms of this Agreement - this Agreement shall prevail. Any change to rules and regulations shall be posted and distributed to all employees in order to uniformly advise all bargaining unit members.

Prior to implementation, the Union may request to meet with the Company to discuss the intent and purpose of any new rule or regulation. Disagreements concerning the implementation of any Company Rule conflicting with the terms of this Agreement is subject to the grievance procedure contained in this Agreement. If the Union fails to file a grievance within fourteen (14) business days after implementation, the new rule, regulation or work-related policy change will stand as implemented.

Section 10.4 - Serious Infractions. The following violations of Company policies and rules are considered Serious Infractions and shall be just cause for immediate discharge of the employee:

- (a) Theft or deliberate destruction, defacing or damaging of Company or Client property or property of another employee or passenger.
- (b) Physical violence or fighting on Company premises or vehicles or any time while on duty.
- (c) Possession of firearms, weapons, or explosives, and similar devices on Company premises or vehicles or any time while on duty.
- (d) Threatening, intimidating, coercing or abusing fellow employees, passengers, customers or members of the public.
- (e) Conviction of a misdemeanor law while on duty. Conviction of a felony whether on or off duty, either before or during employment.
- (f) Use of language or any another activity designed to create a hostile work environment or to offend or harass any other employee, customer or passenger based on that employee's, customers or passenger's race, color, religion, sex, age, national origin, marital status, sexual orientation, disability or Vietnam Era veteran status, marital status or any other status protected by law.
- (g) Failure for any reason to maintain a valid driver's license and all other certificates required by Federal, State or local law or regulation to operate the Company's vehicles. In the event the employee notifies the Company of a temporary loss of the required license or certification, the employee shall be first entitled to an unpaid leave of absence of up to thirty (30) calendar days in order to correct said loss of a valid driver's license or other certificate required to operate the Company's vehicles. In the event the employee does not immediately notify the Company of any loss of license or certificate required to operate the vehicles, the employee may be terminated immediately.
- (h) Unauthorized touching, physical contact with or indecent exposure to a passenger or fellow employee.
- (i) Failure to properly secure using required tie down procedure, boarding belt and lap and shoulder restraints, any passenger in a wheelchair or other mobility assistance device.

(j) The pickup of any unauthorized passenger or the drop off of any passenger, when such is required on the driver's manifest or when so instructed by the dispatcher, at any place without there being a physical handoff to a caregiver or other responsible adult at the destination or the pickup.

(k) Reporting for work under the influence of intoxicating liquor or illegal drugs or violation of the Company's Drug and Alcohol Policy as referenced in this Agreement.

(l) Dishonesty, including but not limited to, knowingly falsifying of any document including employment applications, time records, manifests or any other document.

(m) Failure to report a hazardous situation, accident or injury immediately or, at first opportunity to the dispatcher or supervisor. For purposes of this Section, a "hazardous situation" includes, but is not limited strictly to, a bio-hazard such as blood or other body fluid being present on the Company vehicle.

(n) Selling any product or propositioning a sale of any product or service to a passenger while in revenue service.

(o) Gross insubordination or refusal to perform assigned work.

(p) Conviction of, whether in Company or any other motor vehicle, a serious traffic violation, including DUI, vehicular manslaughter, reckless driving or any driving offense involving alcohol or drugs.

Section 10.5 – Attendance. Except for the changes listed in this Section, the Attendance Policy outlined in the Employee Handbook will be utilized and followed for any and all attendance violations/disciplines. Notifications for attendance points issued at seven (7) and above shall be in writing with a copy faxed or emailed to the union. Employees shall be notified and counseled each time an Attendance Point is issued. The Company agrees to abide by the employees' *Weingarten* Rights in such cases. One half (1/2) point shall be removed for every thirty day period that an employee has zero occurrences. All such notifications shall be in writing with a copy faxed to the Union for points issued at 7 and above.

All employees are required to attend Company operations meetings, which include the monthly safety meetings. Failure to attend a mandatory Company meeting will result in one attendance point.

Section 10.6 - Safety Policy. Because our clients rely upon MV Transportation for qualified, well trained and safe drivers, a good safety record on the part of our drivers is essential for us to serve our clients in the safe professional manner that they expect. It is the policy of MV Transportation that safety and accident prevention shall be considered of primary importance in all phases of operations and administration. The Employee Handbook describes the Safety Point System and the other rules and procedures regarding safety. The Safety and Incident Policies as detailed in the MV Employee Handbook, including the Safety Point System, are the agreed upon safety policies in effect for this Agreement.

Section 10.7 - Safe Vehicles. No employee shall be disciplined for refusing to drive an unsafe vehicle nor shall any employee be required to drive a bus that has not been determined by the maintenance department to be safe, nor shall any employee be required to transport a passenger in a mobility assistance device unless the proper number of securement straps or devices, as determined by the Company, are provided in the vehicle.

ARTICLE 11 - GRIEVANCE PROCEDURE

Section 11.1 – Definition. A grievance is a claim that the Company has violated an express, specific provision of this Agreement. In the event such a claim is made, the following procedures must be followed:

Section 11.2 – Filing a Grievance. The grievance must set forth the nature, details, date of the alleged violation, and Article and Section of this Agreement claimed to have been violated. The written grievance must be presented by the employee or the Union to the General Manager or his designee within fifteen (15) business days following the occurrence out of which the grievance arose. Failure to present the grievance within fifteen (15) business days will be deemed a waiver of the grievance.

STEP 1

Such grievance will be presented in writing to the General Manager, or his designee. Within ten (10) business days of receipt of the grievance, a meeting will be scheduled between the employee, the shop steward, and the General Manager. A representative of the Union shall accompany the employee, if requested. If the General Manager or his designee and the grievant are unable to arrive at a satisfactory settlement during the meeting, the General Manager or his designee will provide a written answer to the Union within seven (7) business days after the date of the meeting.

STEP 2

If the grievance is not resolved in Step 1, the Union must refer the grievance in writing to the Company Director of Labor Relations, or his designee within ten (10) business days after receipt of the Step 1 decision. Failure of the Union to request Step 2 within the ten calendar days shall constitute a waiver of the grievance. Upon receipt of the written Step 2 grievance:

- (a) The Director of Labor Relations, or his designee, and a representative of the Union will meet in person or via conference call within ten (10) business days after the receipt of the referral. The grievant will be invited to participate in this Step 2 hearing.
- (b) If the parties are unable to arrive at a satisfactory settlement during the meeting, within ten (10) business days of the meeting the Director of Labor Relations, or his designee, will provide a written answer to the Union.

ALTERNATE MEANS OF RESOLUTION: The follow means of resolution are available by mutual agreement between the Company and the Union under step two prior to arbitration.

- (a) If either party makes a request, the grievance will be submitted to the State Mediation and Conciliation Service for mediation and/or non-binding and confidential recommended decision. The *party* making the request shall be responsible for contacting the FMCS within five (5) days. The mediation efforts shall be conducted within twenty (20) days thereafter. In the event that the mediation cannot be scheduled within 20 days, the parties may extend by mutual agreement.
- (b) A Board of Adjustment (BOA) shall be created immediately upon request of either party and shall be composed of two members selected by the Union and two members selected by the Company. Said Board shall elect a chairman and secretary and shall have the power to adjust any dispute or grievance that may arise concerning the application or interpretation of the Agreement. Decision of the BOA shall be made with a majority vote of the four members. The BOA process shall be agreed to by the parties prior to convening the BOA.

STEP 3

If the grievance has not been settled in Step 1 or Step 2, the Union may, within ten (10) calendar days of receipt of the Company's Step 2 decision, submit the grievance to an arbitrator. Failure of the Union to request arbitration within the ten (10) calendar days of the Company's Step 2 response shall constitute a waiver of the grievance by the Union and the employee.

Section 11.3 – Expedited Procedure. The Company and the Union may agree to submit the grievance to an expedited arbitration process subject to the following conditions:

- (a) Both parties must mutually agree to Expedited Arbitration to resolve a specific grievance, and legal counsel will not be used as advocates.
- (b) The hearing will be informal
- (c) No briefs will be filed
- (d) Formal rules of evidence will not be strictly followed.
- (e) The arbitrator may issue a bench decision at the conclusion of each hearing, but in any event will render a decision within 48 hours after the conclusion of each hearing
- (f) The arbitrator's decision will be based on the record before the arbitrator, and may include a brief written explanation of the basis for such conclusion
- (g) The arbitrator's decision will be final and binding upon the parties. An arbitrator who issues a bench decision will furnish a written copy of the award to the parties within forty-eight (48) hours of the close of the hearing
- (h) No decision by an arbitrator in this expedited process will be deemed to establish practice or any precedent for future proceedings
- (i) The fees of the arbitrator will be borne equally by both parties
- (j) No decision by an arbitrator in the expedited process will be deemed to establish practice or any precedent for future proceedings.

Section 11.4 – Arbitrator Selection. If the expedited arbitration procedure is not selected by the parties, the Company and Union will mutually select an arbitrator from a list of seven (7) qualified arbitrators provided by the Federal Mediation and Conciliation Service. This selection will be completed within ten (10) business days, if possible. The decision of the impartial arbitrator will be final and binding on the parties hereto. The fee, if any, of the impartial arbitrator will be borne equally by the parties hereto. All other mutually agreed to expenses of arbitration, excluding legal fees, are to be divided equally between the parties hereto. The arbitrator shall have no power to add to, subtract from or modify any provision of this Agreement, nor shall the arbitrator have the power to order the Company to do anything that will cause the Company to violate any provision of its Agreement with the client.

ARTICLE 12 – CATEGORIES OF EMPLOYEES

Section 12.1 – Regular Full-Time. Employees whose regular scheduled bid is at least thirty-five (35) hours in a workweek shall be classified as Regular Full-Time.

Section 12.2 – Regular Part-Time. Employees whose regular scheduled bid is less than 35 hours in a workweek shall be classified as Regular Part-Time.

Section 12.3 – Part-Time Casual. Part-time employees who are regularly scheduled to work less than 35 hours per work week, and who do not have a regular bid assignment, or who work on an irregular basis throughout the year or work weekend only shifts shall be classified as Part-Time Casual.

Section 12.4 – Classification Change. Part-time employees may be required to work more than thirty-five (35) hours in a workweek to meet unusually high service demands or other unusual situations. If a full-time employee's schedule changes to where he is scheduled and works less than 35 hours in a workweek, each week for six (6) consecutive pay periods, his classification will be changed to Regular Part-Time. Nothing in this Agreement shall be construed as a guarantee of hours.

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ARTICLE 13 - HOURS OF WORK & PAY

Section 13.1 – Pre-trip Duties. Employees are required to perform various pre-trip duties prior to departure from the facility when their trip starts from the garage. The Company will pay twenty (20) minutes for performing the required pre-trip duties. When performing a relief, the Operator will perform a safety walk around inspection when taking over the vehicle, and then a vehicle inspection at subsequent layover points with time required to be included in the schedule. Employees will not be paid any time for clocking in prior to his scheduled time unless instructed to do so by a supervisor.

Section 13.2 – Post-trip Duties. An operator's paid time ends after their last trip is performed and the vehicle is refueled, returned to the yard and the post-trip is completed. Employees will be paid ten (10) minutes for performing the required post – trip duties.

Section 13.3 – Workweek. The workweek shall begin at 12:01 AM on Saturday and shall end at Midnight Friday. Employees shall be paid every two weeks, with paydays on alternate Fridays.

Section 13.4 – Overtime.

Effective July 1, 2019, all employees shall be paid time and one-half the regular hourly rate of pay for all hours worked after eight (8) in one day or forty (40) in one week. Employees who work a regular schedule consisting of four (4) days of ten (10) hours each shift will be paid overtime after ten (10) hours (in accordance with California Wage Order No. 9).

Section 13.5 - Standby.

Employees called in to work on standby shall be paid two hours minimum show-up pay if they report on time and are not put to work. Minimum show up pay shall not be paid in addition to regular paid time for work in excess of two (2) hours.

Employees assigned to standby routes may have their start time altered to meet business needs but with no less than one (1) hour advance notice before their regularly scheduled on duty time.

ARTICLE 14- SENIORITY

Section 14.1 – Definition. Seniority is defined as the length of time an employee has been continuously employed by the Company since the date of his most recent employment by the Company. The Company will recognize seniority rights from the employee's first day of work. If more than one employee begins work on the same day, the employee with the earliest date on their application will have the highest seniority. When these same employees also share the same application date, then the employee with the earliest time and date of their drug screen will have the higher seniority.

Section 14.2 – Layoff. When a reduction in the workforce becomes necessary, such layoff will be made in the reverse order of seniority. Likewise, the employee with the most seniority will be the first one recalled from layoff.

Section 14.3 – Use. Seniority will commence with the date of employment. Seniority will be observed with regard to all layoffs, rehiring, job bids, vacation, scheduling and floating holiday selection. The Company and the Union will have the authority to determine seniority dates for employees in the unit and to resolve conflicts among employees as to seniority dates.

Section 14.4 – Continuous Service. Unless otherwise stated, wherever reference is made to "continuous service" in this Agreement, it shall be interpreted to mean employment without a break with the Company, or with a predecessor employer, when such predecessor employer serves as a contractor to the client. "Seniority" is defined as continuous service with the Company, or its predecessors, under contract with the client for purposes of determining wages, vacation accrual and classification seniority.

Section 14.5 – Seniority List. The Company shall keep a single seniority list for each classification within the bargaining unit. Within 30 days after the signing of this Agreement, and quarterly thereafter, a list of employees arranged in the order of their seniority will be posted in a conspicuous place at the place of employment. One seniority roster will be maintained for all employees. A Union representative will be provided a current seniority list. The Union will immediately notify Company of any errors in the seniority list.

Section 14.6 – Probationary Period. All employees will be on probation until they have completed 120 calendar days of service from the completion of training with the Company. Until completion of said probationary period, an employee may be terminated at the complete discretion of the Company, and such termination will not be subject to the grievance provisions of this Agreement.

Section 14.7 – Seniority Broken. Continuity of service will be broken and seniority will terminate by:

- (a) Resignation

- (b) Discharge for just cause.
- (c) Failure to return to work from layoff within thirty (30) business days when called.
- (d) Absence without leave or communicating with the Company for three (3) consecutive scheduled work days.
- (e) Layoff of twelve (12) months or more.
- (f) Promotion out of the bargaining unit for a period in excess of ninety (90) days.

Section 14.8 – Seniority Not Broken. Continuity of service will not be broken and seniority will not terminate by:

- (a) Authorized leave of absence.
- (b) Leave of absence to serve in the Armed Forces of the United States, as provided by law.
- (c) Absence due to authorized vacation or other PTO.
- (d) Absence due to sickness, illness or injury while such condition continues, but not to exceed twelve (12) months unless extended by the Company and the Union.

Section 14.9 Transfers/Promotions/Removals From Within The Bargaining Unit.

Employees transferring or being promoted from within the bargaining unit will go to the bottom of the seniority list upon the effective date of their transfer/promotion. Thereafter, those employees shall dovetail into their new classification with full Company seniority effective with the next general bid.

ARTICLE 15 - BIDDING

Section 15.1 – Procedure. The company shall conduct General Bids as follows:

- A General Bid shall occur at two (2) times each year in January and July (give or take thirty (30) calendar days. Additionally, the Company may conduct one (1) additional general bid per calendar year as determined by the Company when required due to changes in demand for the service, client demand, or other operational requirement.

Drivers must be fully qualified to work any route/piece of work for which they intend to bid as determined by the Company. The General Bid shall be posted at least seven (7) business days prior to bidding with a copy sent to the Local Union, when possible. Posted runs shall show the approximate start and the approximate end times of the shift.

Section 15.2. Operators shall bid in seniority order as quickly as reasonably possible (three minutes maximum), so as not to hold up the bidding process. If an operator is unable to bid, a union representative shall make his/her selection. Employees may leave a list of proxies with the Company and the Union prior to the bid. Existing regional routes for which a driver is already assigned shall not be part of the bidding process unless vacated by the current driver prior to posting of the bid. All drivers with a current regional bid shall notify management before the bid is posted if they wish to bid off their regional route.

Section 15.3. Employees absent due to illness or injury of the employee will be permitted to bid if the bus operator has a release from a physician to return to unrestricted duty no later than ninety (90) days after the date of the bid.

Section 15.5. A bid shall not be construed to mean that this is a minimum or maximum time the employee will work. Employees shall be required to call the evening prior to their scheduled work shift to obtain their actual starting time for the next day's work. The actual start time may vary from the bid time due to the demand of the system. During the work day, the number of trips or the circumstances of system demand, cancellations or add-ons may result in the end time of the shift being before or after the scheduled time.

Section 15.6 – Split Shifts. Split shifts may be designed based on the needs of the operation or requirements of the Client. Time in between split shifts shall be unpaid.

Section 15.7. When a route is vacated, the Company shall post that route for bid for all employees. The Company shall then place that vacant route open for bid. If a vacant route remains open at any time after the bid process or after three posted bids are filled, then the Company shall assign that remaining bid at the Company's discretion.

Section 15.8 – Assignment of Extra Work and Overtime. If an extra work assignment could put an employee into overtime for that week, then that individual will not be offered the work. All work other than regular bids shall be offered in the following order:

1. Extra Board,
2. Part-time operators,
3. Operators who have a full-time bid run by seniority.

2. If extra work is still remaining after being offered to all employees, the Company reserves the right to assign the work at its discretion. Refusal of mandatory work will result in an absence under the Company's Attendance Policy. If an employee is required to work as explained above then that employee will be given the option of another day off without pay to be taken within a fourteen (14) calendar day period.

3. When the Company receives extra work on the same day it needs to be assigned, an extra board operator from the extra work list will, if available, be utilized first to perform the work if no unassigned (on duty) extra board operator is available. Then, the Company will attempt to offer other employees on the list the extra work but may have to assign the work to any readily available driver willing to perform the work.

ARTICLE 16 – DRUG AND ALCOHOL PROGRAM

Employees will comply with MV Transportation's Substance Abuse Policy and Procedures. Any changes to this policy will be presented to the Union a minimum of 14 business days prior to implementation.

ARTICLE 17 – BREAK AND LUNCHES

Section 17.1 Rest Periods. Every employee is authorized and permitted to take a ten (10) minute net rest period for every four hours worked or major fraction thereof, which rest period shall be paid time. All employees are authorized and permitted to take rest periods in accordance with California Industrial Welfare Commission Order Number 9-2001. It is the responsibility of the employees to take rest periods even if it means he or she may be late on route or for the next pickup. If an employee is delayed on route and miss their rest period they are permitted to take their rest period at the end of their loop or prior to the next pick up. If an employee wanted to take a rest period and could not do so, the employee must submit a written statement explaining why he or she was impeded from taking a rest period to his or her General Manager within two (2) working days after the missed rest period occurred. Unless the Company is notified of the missed rest period in the manner and time period set forth herein, the Company will conclude, that all employees were permitted to take rest periods.

Section 17.2 Meal Periods. The Company will provide a paid on-duty or unpaid off-duty meal period to Operators who work at least eight (8) hours in a day. The company will only provide meal periods in accordance with this section if the Operator has not been assigned to a split shift where the split is at least thirty (30) minutes. The Company will provide either on-duty or off-duty meal periods to Operators that are entitled to meal periods as described in this Section. A meal period shall be considered an off-duty meal period whenever the driver is relieved of all duty and allowed to take at least a thirty (30) minute uninterrupted meal period. An on-duty meal period shall be considered to be made available as long as the driver had an opportunity to eat at some point during his or her shift. If the Company fails to provide a meal period to an Operator described in this section, the Operator or Union must initiate a grievance under Article X within ten (10) days of the alleged missed meal period. Employees who work up to eight (8) to ten (10) continuous hours will have no more than one (1) hour of lunch time deducted, and two (2) ten (10) minute breaks. Any and all disputes regarding the application of meal periods shall be subject to the grievance procedures which provides for non-monetary equitable remedies as well as economic compensation of sixty (60) minutes of pay at the employee's regular rate of pay for each day that the meal period violation occurred.

ARTICLE 18 - DRIVE

The Employer agrees to deduct from the paycheck of all employees covered by this agreement voluntary contributions to D.R.I.V.E. which shall notify the employer of the amounts designated by each contributing employee that are to be deducted from his/her paycheck on a weekly basis for all weeks worked. The phrase "Weeks Worked" excludes any week other than a week in which the employee earned a wage. The employer shall transmit to DRIVE headquarters on a monthly basis, in one check, the total amount deducted along with the name of each employee on whose behalf a deduction is made, the employee's social security number and the amount deducted from that employees paycheck. The Company shall remit all DRIVE money to the proper location not later than the twentieth (20th) day of the month following the date on which the money was deducted from the employee's paycheck.

ARTICLE 19: HEALTHCARE

The Employer agrees to make available company provided Medical, Dental and Vision benefits for all qualified employees and their dependents. Employees shall become eligible to participate in the company's Health and Welfare plans as defined in this Article, in accordance with the terms of the Affordable Care Act, beginning the 1st of the month following thirty (30) days of employment. Employees will have the option to participate in company provided Dental, Vision, Life and Disability products at group rates at their own cost. All employee contributions must be made via payroll deductions, except in the case of Leave of Absence, when other arrangements may be made. The employee's coverage shall end as of the last day of the month in which he terminates from the company.

The Company will offer the following Teamsters Managed Health Care Trust products: Life Plan L5, Medical Plan M30IIS, and Dental Plan D85. During annual open enrollment, employees are eligible to enroll in the company provided Medical, Dental and Vision benefits or the Teamsters Managed Health Care Trust. If eligibility for enrollment occurs outside of annual open enrollment period, employees will only be eligible for the company provided Medical, Dental and Vision Benefits. Participation in any of the plans through the life of this Agreement is voluntary.

The Company shall contribute the following amounts to the Teamsters Managed Health Care Trust total single rate:

- October 1, 2026 - \$705.12
- October 1, 2027 - \$740.38
- October 1, 2028 - \$777.40
- October 1, 2029 - \$816.27
- October 1, 2030 - \$857.08

Should the Employee elect to cover any dependents through the Teamsters Managed Health Care Trust the cost of the dependent coverage will be borne entirely by the employee.

ARTICLE 20: PENSION

The Company will contribute the following amounts to the Western Conference of Teamsters:

- \$0.60 per hour worked beginning January 1, 2026.
- \$0.70 per hour worked beginning January 1, 2027.
- \$0.80 per hour worked beginning January 1, 2028.
- \$0.90 per hour worked beginning January 1, 2029.
- \$1.00 per hour worked beginning January 1, 2030.

Pension Contributions shall be paid for all compensable hours worked, holiday, vacation funeral leave, jury duty, and sick leave, time paid for but not worked shall be considered as time worked for the purpose of this section.

ARTICLE 21: HOLIDAYS

The following are recognized as paid holidays under the terms of this Article:

- New Year's Day
- Martin Luther King Jr. Day
- Memorial Day
- Juneteenth
- Independence Day
- Labor Day
- Thanksgiving
- Christmas Day

Holiday pay will be paid to any employee who works a designated holiday after successfully completing their probationary period. Holiday pay is to be paid at eight (8) hours straight time pay and shall not count as hours worked for overtime, or paid time off accrual purposes. Employees must work the day prior, the day of, and the day following a holiday, if scheduled, in order to be eligible for Holiday pay. Exceptions to this requirement may be made on a case-by-case basis if the absence was due to an emergency situation or provable bona fide illness. An employee that works on a paid holiday will receive time and one half their regularly scheduled pay in addition to the holiday pay.

The Company will post a volunteer list for those drivers willing to work on holidays. The Company will offer holiday work to those individuals on the volunteer list in seniority order. Runs that remain open after having been offered to all drivers on the volunteer list will be assigned to drivers in reverse seniority (junior most driver first).

ARTICLE 22: VACATION

Section 22.1 – Accrual. Employees eligible to accrue vacation under this Agreement shall accrue 1.54 vacation hours per pay period from one year service to three (3) years of service. On the third anniversary, eligible employees shall accrue 3.08 hours per pay period. Effective July 1, 2021, on the tenth anniversary, eligible employees shall accrue 4.62 hours per pay period and on the fifteenth anniversary, eligible employees shall accrue 6.15 hours per pay period.

Employees begin to accrue paid vacation time after one (1) year of continuous service, and accrue the amount specified in this Article for every pay period that at least sixty (60) hours are worked. For purposes of this Article, hours worked shall include any paid time off reference in this Agreement.

Section 22.2 - Vacation Selection. The division wide vacation list shall be posted in a conspicuous place no earlier than February 1st and no later than the fifth regular workday after March 1st of each year. Vacations shall be chosen in seniority order. The Company reserves the right to set / limit the number of vacations that may be bid in a single week. For the choice of vacations, once a vacation selection list is posted, one week is allowed for the first twenty-five percent (25%) on the seniority list to select, then one week will be allowed for the second twenty-five percent (25%) on the seniority list, then one week will be allowed for the third twenty-five percent (25%) to select, then one week shall be allowed for the fourth and final twenty-five percent (25%) on the seniority list to select. Those not signing up in the correct week shall lose their choice of vacation and shall take whatever dates remain available. Employees choosing not to bid vacations may request, and if approved by the Company, take accrued vacation days individually.

Section 22.3 – Vacation Carryover. Employee may carryover vacation days to the following year. At no time shall the employee have more than one hundred seventy five percent (175%) of their total annual accrual amount, no more vacation may be earned (accrued) until the vacation balance falls below that level.

Example: An employee earns 40 hours of vacation annually. 175% of 40 hours would be 70 hours. The employee's maximum vacation balance would be 70 hours. At the end of each month the Company will provide the employee with a printout of the vacation balance.

Section 22.4 – Vacation Cash Out. Employees with more than one week of vacation accrued may cash out the additional amount twice per year during the first week in June or during the first week in November each year. Vacation cash outs must be requested in writing by December 31st of the previous calendar year for the requested cash out window. Failure to request vacation cash out in writing before the December 31st date shall result in denial of the cash out request. This cash-out election, once made, is irrevocable and cannot be withdrawn.

ARTICLE 23: SICK LEAVE

All employees shall receive three (3) days (twenty-four hours) per year for use after ninety (90) days of employment with the Company. Sick Days shall be (8) hours pay at the straight time wage rate for the employee. Sick Days shall not count as hours worked for any purpose listed in this Agreement - including, but not limited to, overtime or paid time off accrual. The first twenty-four hours of sick leave shall be considered excused absences.

ARTICLE 24: BEREAVEMENT

Section 24.1 - Funeral Leave Eligibility. A non-probationary employee covered by this Agreement shall upon request, be granted leave with pay to attend the funeral of his/her current spouse/domestic partner, parent, child, sibling, current mother-in-law, current father-in-law, grandmother or grandfather and grandmother or grandfather-in-laws in the following manner:

Years of Service

After one (1) year of service

After two (2) years of service

Paid Days Off

Two (2) Paid Days Off

Three (3) Paid Days Off

The Company shall have the right to require proof of death of the relative and of attendance at the funeral. At the Company's sole discretion, the employee may take an extra two (2) additional days off if he/she has accumulated vacation/sick leave or requires unpaid personal time to a total of five (5) total days off.

Section 24.2 - Funeral Pay Calculation. Funeral pay as provided in this Article shall be paid at the employee's straight-time hourly rate of pay and shall be paid for the number of hours comprising the employee's current run standard. Funeral leave will not be used in the computation of overtime.

ARTICLE 25: WAGES

Employees covered under this Agreement will be compensated in accordance with the following hourly wage rates based on years of service:

Seniority	Current	1/1/2026	1/1/2027	1/1/2028	1/1/2029	1/1/2030
Start	\$ 26.50	\$ 27.75	\$ 28.75	\$ 29.80	\$ 30.85	\$ 31.95
1 Year	\$ 27.61	\$ 28.90	\$ 29.95	\$ 31.05	\$ 32.15	\$ 33.30
2 Years	\$ 28.86	\$ 30.25	\$ 31.35	\$ 32.50	\$ 33.65	\$ 34.85
3 Years	\$ 30.76	\$ 32.20	\$ 33.35	\$ 34.55	\$ 35.80	\$ 37.10
4 Years	\$ 31.57	\$ 33.10	\$ 34.30	\$ 35.55	\$ 36.85	\$ 38.20
5 Years	\$ 31.97	\$ 33.50	\$ 34.70	\$ 35.95	\$ 37.25	\$ 38.60
6 Years	\$ 32.35	\$ 33.90	\$ 35.10	\$ 36.35	\$ 37.65	\$ 39.00
7 Years	\$ 32.75	\$ 34.30	\$ 35.55	\$ 36.85	\$ 38.20	\$ 39.60
8 Years	\$ 33.16	\$ 34.75	\$ 36.00	\$ 37.30	\$ 38.65	\$ 40.05
9 Years	\$ 33.56	\$ 35.15	\$ 36.40	\$ 37.70	\$ 39.05	\$ 40.45
10+ Years	\$ 36.77	\$ 38.77	\$ 40.07	\$ 41.37	\$ 43.07	\$ 45.77

NOTE: The rate of pay provided in this Article simply represent minimums and MV reserves the right to increase the rates of pay.

NOTE 2: MV may, at its option, elect to credit some or all of an employee's prior driving service or experience for the purpose of establishing a higher placement on the progression schedule.

ARTICLE 26: SAVINGS CLAUSE

Section 26.1. If any part of this Agreement and/or the attachments hereto are determined to be in conflict with applicable City, State or Federal laws (including the Patient Protection and Affordable Care Act - PP ACA) or regulations or becomes in conflict during the life of this Agreement, such part shall be deemed invalid. Such invalidity will not affect any other provision of this Agreement.

Section 26.2. If any part of this Agreement and/or the attachments hereto are deemed invalid as set forth in Section 1 of this Article, the parties hereby agree to meet for the purpose of renegotiating the affected part of this Agreement. Failing agreement between the parties, the matter shall be submitted to arbitration for final resolution.

Section 26.3. This Agreement shall supersede any and all applicable Living Wage Ordinances where such Living Wage Ordinances contain a provision for exemption including recent City of Oakland Ballot Measure FF effective March 2, 2015.

ARTICLE 27: COMPLETE AGREEMENT

Section 27.1 - Sole Agreement. This Agreement constitutes the sole and entire existing Agreement between the parties and supersedes all prior agreements, commitments, and practices, whether oral or written, between the Company and the Union and between the Company and any of its employees covered by this Agreement and expresses all obligations of and restrictions imposed on the Company.

Section 27.2 - Waiver of Bargaining During Term. Notwithstanding any provision of this Agreement, the parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties are set forth in this Agreement. Therefore, the Company and the Union each voluntarily and unqualifiedly waive the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter specifically referred to or covered in this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time that they negotiated and signed this Agreement. This Section shall not prevent the parties from meeting on and resolving issues that arise during the term of this Agreement.

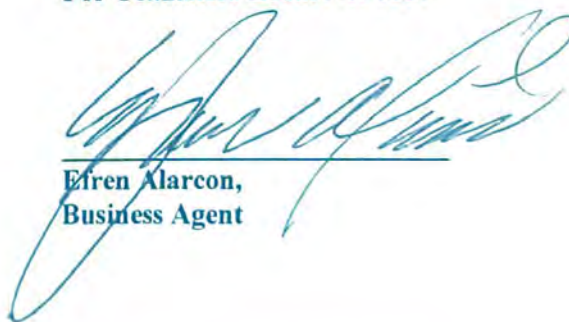
IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the fourth day of June 2025.

For MV Transportation, Inc.:



**Tommy Bossaller,
Director of Labor Relations**

For Teamsters Local No. 853:



**Eiren Alarcon,
Business Agent**

**Steve Beck,
Secretary-Treasurer**