



REQUEST FOR PROPOSALS

for

Shuttle Operations and Maintenance Services for
Emery Go-Round, West Berkeley Shuttle, 8 to Go
Paratransit Shuttle, & The Emery Express Shuttle

for



Emeryville Transportation Management Association

DATE ISSUED: May 5, 2025

RFP Summary

PROJECT TITLE: Contractor to operate and maintain vehicles for the Emery Go-Round, West Berkeley Shuttle, 8 to Go Paratransit, & The Emery Express Shuttle services

SERVICE START: January 1, 2026

REQUESTOR: Emeryville Transportation Management Association (ETMA)

RFP ISSUED: May 5, 2025

DEADLINE FOR QUESTIONS/
CLARIFICATIONS June 6, 2025 by 5:00 PM (PT)

SUBMITTAL DEADLINE: June 27, 2025 by 3:00 PM (PT)

DELIVER SUBMITTAL TO: admin@emerygoround.com

ETMA CONTACT: Daniel Oliver, Executive Director
Emeryville Transportation Management Association
(408) 258-7267 x503 or admin@emerygoround.com

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I. Introduction

The Emeryville Transportation Management Association (ETMA) is requesting proposals from qualified providers to operate a variety of shuttle services, including the Emery Go-Round Shuttle, 8 to Go Shuttle & The Emery Express Shuttle in Emeryville and Oakland, CA, and the West Berkeley Shuttle in Berkeley, CA. The Emery Go-Round, West Berkeley Shuttle, and The Emery Express Shuttles serve as “last mile” transit service, operating between S.F. Bay Area Rapid Transit (BART) stations and the businesses and residents in Emeryville and West Berkeley. The 8 to Go shuttle service provides direct, door-to-door shuttle service for senior citizens and people with disabilities within the City of Emeryville. The ETMA, in cooperation with the City of Emeryville, West Berkeley Shuttle LLC, and LMV II Emeryville Holdings L.P., serves as the managing agency for these operations.

It is the intent of the ETMA to award a contract for service commencing January 1, 2026 for a term of two (2) years, ending December 31, 2027, with four (4) one-year options to extend.

The selected contractor shall be responsible for providing all personnel, specified equipment and maintenance, as described in [Attachment A, Scope of Services](#). Proposers may partner with other service and/or equipment providers in providing the scope of services.

A. Background

Emery Go-Round Shuttle

In 2001 the City of Emeryville formed a Property-Based Improvement District (PBID) which imposed a property tax assessment on select property owners in the City of Emeryville. The purpose of the PBID was to provide alternative modes of transportation throughout the City in an effort to reduce the number of vehicles traveling to, from and within the City of Emeryville. The Emeryville Transportation Management Association (ETMA) designated to serve as the PBID owners’ association to manage the expenditure of the PBID funds and operate the shuttle services. In addition, the ETMA may undertake additional activities that are compatible with its corporate purposes.

The Emery Go-Round shuttle was implemented to serve as the “last mile” transit alternative between the MacArthur BART station in Oakland and the various businesses and residents throughout the City of Emeryville. It also serves as a link to the Amtrak station in Emeryville. The system is fare free and open to the public.

Historically, Emery Go-Round provided over 1.3 million trips annually. Like all public transportation services, the number of rides has dropped since the COVID-19 pandemic. In

2024, Emery Go-Round provided 543,224 passenger trips, representing a 47% pre-pandemic recovery.

West Berkeley Shuttle

Since 2011, the ETMA has provided operations for the West Berkeley Shuttle. The shuttle is funded and administered by select property owners throughout West Berkeley, collectively known as the West Berkeley Shuttle LLC (WBS LLC). The West Berkeley Shuttle is fare-free and serves as a “last mile” shuttle for employees and tenants of the businesses participating in the WBS LLC. Service operates out of the Ashby BART station in Berkeley to various business addresses throughout West Berkeley. The term for the current transportation agreement with WBS LLC is scheduled to expire December 31, 2025. The agreement with WBS LLC is anticipated to be renewed for another year, however there is no guarantee that the service will extend beyond the current terms.

8 to Go Shuttle

Since 2008, the ETMA has contracted with the City of Emeryville to operate the 8 to Go Paratransit shuttle, a direct, door-to-door service shuttle for senior citizens and people with disabilities. This service primarily operates out of the Emeryville Senior Center and has proven to be a very popular and successful operation. The service is solely funded by the City of Emeryville. The 8 to Go contract is renewed with the City on an annual basis with the current term ending June 30, 2025. The agreement with the City is anticipated to be renewed for another year, however there is no guarantee that the service will extend beyond the current terms.

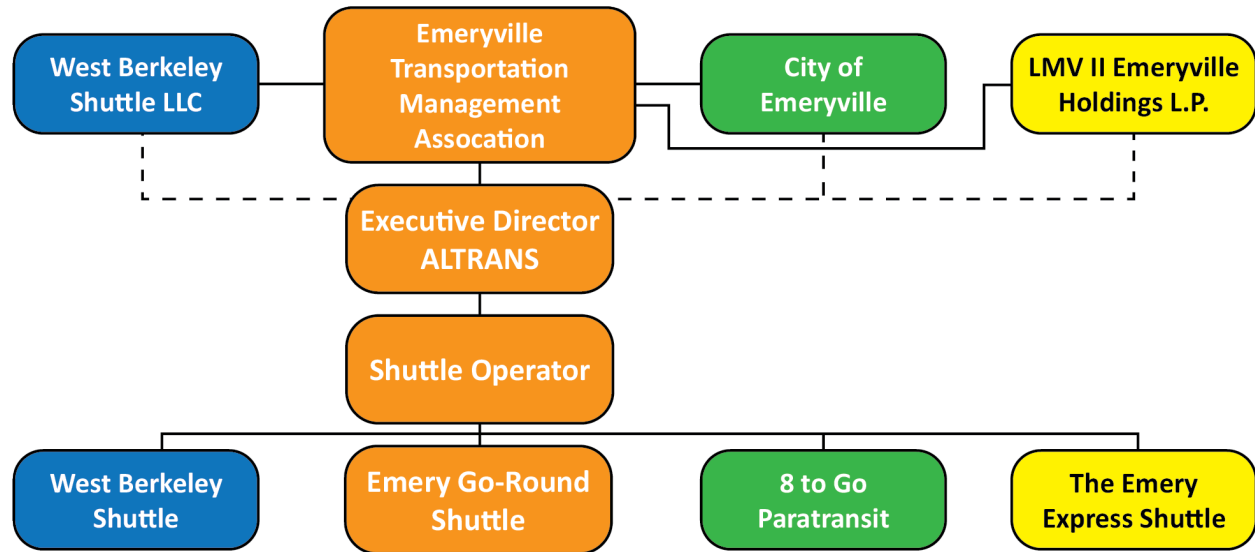
The Emery Express

Since 2022, the ETMA has provided operations for The Emery Express Shuttle. The shuttle is funded by LMV II Emeryville Holdings L.P. as part of the Conditions of Approval for The Emery Apartments. The Emery Express Shuttle is fare-free, open to the public, and serves as a “last mile” shuttle between the Emery Apartments, East Bay Bridge Shopping Center, and West Oakland BART station. The current transportation agreement with LMV II Emeryville Holdings L.P. is scheduled to expire December 31, 2025. The agreement with LMV II Emeryville Holdings L.P. is anticipated to be renewed for another year, however there is no guarantee that the service will extend beyond the current terms.

B. Organization Structure

The Organization Structure shown in Figure 1 highlights the flow of contracts and management of the four (4) shuttle programs provided by the ETMA.

FIGURE 1: SHUTTLE PROGRAM ORGANIZATION STRUCTURE



C. ETMA Goals and Planning

The ETMA recently adopted a Ten-Year Strategic Plan in which it created a vision for the future of the system. This plan highlighted opportunities for the ETMA to expand its stake in the Emeryville transportation landscape. Some of the opportunities within the plan were:

- Local, non-ETMA, route acquisition and consolidation
- Implementation of Express/High Frequency shuttle service
- Implementation and/or management of non-shuttle program elements such as Bike/E-Scooter Share, Transit Passes, and a late-night ride hail service
- Fleet improvements
- Fleet Electrification
- Autonomous Vehicle implementation

II. Instruction to Proposer

The submission of a proposal shall be deemed a representation and certification by the Proposer that they:

1. Have carefully read and fully understand the information that was provided by the ETMA to serve as the basis for submission of this proposal.
2. Have the capability to successfully undertake and complete the responsibilities and obligations of the proposal being submitted.
3. Represent that all information contained in the proposal is true and correct.
4. Did not, in any way, collude, conspire to agree, directly or indirectly with any person, firm, corporation or other Proposers in regard to the amount, terms or conditions of this proposal.
5. Acknowledge that the ETMA has the right to make any inquiry it deems appropriate to substantiate or supplement information supplied by Proposer, and Proposer hereby grants the ETMA permission to make these inquiries, and to provide any and all related documentation in a timely manner.

No request for modification of the proposal shall be considered after its submission on grounds that the proposer was not fully informed of any fact or condition.

Any addendum to this RFP will be posted on the Emery Go-Round website at www.emerygoround.com. All addenda shall become a part of this RFP.

Questions or comments regarding this RFP must be emailed and received by the ETMA no later than 12:00 PM on Friday, June 6, 2025. Inquiries received after this date and time will not be acknowledged. All correspondence shall be submitted via email to admin@emerygoround.com. ETMA will publish answers and responses to submitted questions or comments by Monday, June 16, 2025.

The ETMA shall not be responsible for any oral instructions, interpretations or explanations issued by the ETMA or its representatives.

All Proposals shall be submitted to the Emeryville Transportation Management Association at admin@emerygoround.com before 3:00 PM on Friday, June 27, 2025.

This RFP does not commit the ETMA to enter into a contract, nor does it obligate the ETMA to pay for any cost incurred in the preparation and submission of proposals. The ETMA reserves the right to:

- Make the selection based on its sole discretion
- Reject any and all proposals
- Issue subsequent RFPs

- Postpone opening for its own convenience
- Remedy technical errors in the RFP process
- Approve or disapprove the use of particular sub-consultants
- Negotiate with any, all or none of the Proposers
- Accept other than the lowest offer
- Waive informalities and irregularities in the proposals and/or
- Enter into agreement with another Proposer in the event the originally selected Proposer defaults or fails to execute an agreement with the ETMA

III. Proposed RFP Timeline

Timelines in Table 1 are subject to modification by ETMA as necessary:

TABLE 1: *DETAILS OF THE RFP TIMELINES AND EXPECTED DATES*

DESCRIPTION	ESTIMATED DATE RANGE
RFP Issued	May 5, 2025
Deadline for Questions/Clarifications	June 6, 2025
ETMA to Publish Answers/Responses/Addendum	June 16, 2025
Proposal Submission Deadline	June 27, 2025
Review of Proposals, Interviews, Reference Checks, Potential Contractor Selected	July 1 – August 19, 2025
Board Approval of Service Agreement	September 16, 2025
Service Start Date	January 1, 2026

IV. Proposal Content & Format

These instructions outline the guidelines governing the format and content of the proposal and the approach to be used in its development and presentation. The intent of the RFP is to encourage responses that clearly communicate the Proposer’s understanding of the ETMA’s requirements and its approach to successfully provide the products and/or services on time and within budget. Only that information which is essential to understanding an evaluation of the proposal should be submitted. Items not specifically and explicitly related to the RFP and/or proposal will not be considered in the evaluation.

All proposals shall address the following items in the order listed below and shall be numbered Sections 1 through 7 in the proposal document.

Cover Letter

Proposal shall include a cover letter (limited to one page) introducing Contractor and signed by a person authorized to bind the Contractor to the scope of services, cost and schedule included in this RFP and any contract subsequently awarded to said Proposer. Proposer's offer shall constitute a firm offer for 120 days from the date of submittal. Contractor's contact information, including email, shall be included. Letter shall identify by firm name and services to be provided and shall list all subcontractors included on Contractor's team. The letter should acknowledge receipt of any Addenda to this RFP.

Section 1: Proposal Summary

This section shall discuss the highlights, key features and distinguishing points of the Proposal.

Section 2: Profile on Proposing Firm

This section shall include a brief description of the Proposer's firm size as well as the proposed local organization structure. Include the location/address(es) of the CHP-approved facility(-ies) through which proposer will provide corporate support and conduct off-site maintenance. Please include all facilities/locations from which proposer will be providing material support. Discuss the Proposer firm's financial stability, capacity and resources. Include the same information for all subcontractors participating in the proposal, if applicable.

Additionally, this section shall include a listing of any lawsuit or litigation and the result of that action resulting from (a) any public project or service undertaken by Proposer or by its subcontractors where litigation is still pending or has occurred within the last three (3) years or (b) any type of project or service where claims or settlements were paid by the contractor or its insurers within the last five (5) years.

Section 3: Qualifications

This section shall include a brief description of the Proposer's qualifications and previous experience on similar or related projects. Specific details should include

- Project Name
- Client
- Description and scope of the work performed
- Period of Services
- Client contact information (name, title, and phone number/email)

Section 4: Approach

This section shall include a description of Proposer’s approach in completing the Scope of Services, defined in [Attachment A Scope of Services](#). In this section, Proposer shall demonstrate their understanding of the ETMA’s services and performance expectations and describe their methodology for implementing the services, as well as providing continued oversight to ensure services are performed in accordance with the ETMA’s requirements, which are defined in [Attachment A, Scope of Services](#).

Proposer should use this section to demonstrate why they believe their approach is superior and should be chosen for this work. Proposer should describe any changes, additions or recommendations proposed to scope of services. Proposers should also discuss what efficiencies, innovation and/or “tried and true” methodologies they would employ to provide qualified personnel, vehicle maintenance and run a successful shuttle operation for the ETMA resulting in passenger satisfaction.

Proposer information should include, but not necessarily be limited to, the following items:

1. Driver recruitment and retention programs, including performance and tenure bonus programs
2. Training and incentive programs for drivers, dispatchers and managers
3. Vehicle Year/Make/Model/Fuel source for the West Berkeley Shuttle and The Emery Express Shuttle
4. Start-up plan and schedule for implementation of services
5. Driver check-in and Vehicle Roll-Out plan

This section should further include description and approach to the contract start-up period during which time the current shuttle operator is still providing service, before shuttle service actually begins on January 1, 2026.

Section 5: Personnel

This section shall discuss how the Proposer intends to staff the services. The proposer shall identify the designated Project Manager who will act as the key contact liaison with the ETMA. The Project Manager will be an important factor considered by the review committee. Changes in Project Manager may be cause for rejection of the proposal. Proposer shall include a resume for the Project Manager describing their term of employment with Proposer as well as years of operations management experience and a list of clients served.

Proposer shall also define their plan for staffing road supervisors, dispatchers, and driver positions required to perform the services and must complete [Attachment F, Workforce Retention Declaration Form](#).

Lastly, Proposer must indicate their union status, name of union and current term of collective bargaining agreement, if applicable, and provide the wage scale for proposed staff, including hourly wages for various levels of seniority, as well as the benefits offered to employees, including paid time off, medical, dental and retirement benefits.

Section 6: Proposal Exceptions

This section shall discuss any expectations or requested changes that Proposer has to the ETMA's RFP conditions, requirements and sample shuttle operations agreement. If there are no exceptions noted, it is assumed the Proposer will accept all conditions and requirements identified in [Attachment B, Sample Shuttle Operations Agreement](#). Items for which no exception is taken will not be open to later negotiation.

Section 7: Cost Forms

Proposer shall complete the Cost Forms, which are included as [Attachment C](#). All costs shall be presented using the Cost Forms. The Proposer must submit costs as shown for each of the four (4) shuttle services separately and must include fixed costs and variable costs as indicated on the forms enclosed. The Proposer should confirm their Cost Forms are guaranteed for the term of this contract and acknowledges that additional services may be added at the same hourly rate within 30 days of requesting such additional services. As part of the final negotiation of the Contract, the selected Proposer and the ETMA will input the baseline costs into the "Tiered Pricing Form" ([Exhibit C](#) to the Contract, page 48 of this RFP) and establish costs for levels of service that vary from the baseline by up to 25% in either direction. Exhibit C is not to be submitted with the proposal.

V. Agreement Terms

The Proposer should include a statement that they acknowledge receipt of and have reviewed [Attachment B, Sample Shuttle Operations Agreement](#). Proposer shall state acceptance of all sample Agreement terms or if not, clearly identify any exceptions to the Shuttle Operations Agreement. For each exception noted, identify why taken and supply suggested alternative language. This agreement is not exclusive. The ETMA reserves the right to contract for performance of services such as those described herein through other Contractors.

VI. Insurance Requirements

The selected Proposer(s), at Proposer's sole cost and expense shall obtain and maintain, at a minimum, all of the insurance requirements outlined in [Section 6 of Attachment B, Sample Operations Agreement](#), during the full term of the agreement.

VII. State Mandated Bidding Preference

California Labor Code §1072(a) requires that each person or entity submitting a bid in response to this Request for Proposals shall declare whether or not the bidding person or entity will retain the employees of the prior contractor for the subjective service and for a period of not less than ninety (90) days from the commencement of the term of the Contract. For purposes of this provision, “employee” shall have the meaning ascribed thereto in California Labor Code §1071(d). A declaration form is included as [Attachment F, Workforce Retention Declaration Form](#), which shall be executed and submitted by each proposing firm as part of their submittal.

In accordance with the provisions of California Labor Code §1070 et seq., ETMA shall provide a ten percent (10%) preference to any entity bidding on this Request for Proposal that agrees in writing to retain the employees of the current contractor pursuant to the provisions of California Labor Code §1072(a).

An entity that has agreed to retain employees pursuant to the provisions of California Labor Code §1072(a) and has been awarded the contract (the “Contractor”) shall (i) make a written offer of employment to each employee to be hired which offer shall state the time within which the employee must accept the offer, which date may not be less than ten (10) days from the date of issuance, and (ii) retain employees of the prior contractor in accordance with the requirements of California Labor Code §1072(c)(2). Nothing herein shall require the Contractor to pay the same wages or offer the same benefits provided by the current contractor. If, at any time, the Contractor determines that fewer employees are required than were required under the prior contract, the Contractor shall retain qualified employees by seniority within the job classification. In determining those employees who are qualified, the Contractor may require an employee to possess any license that is required by law to operate the equipment that the employee will operate as an employee of the Contractor.

ETMA’s incumbent contractor has furnished a list of the number of employees who are performing services under the Contract as required by applicable Labor Code sections, and the wage rates, benefits, and job classifications of those employees. ETMA has incorporated this information as [Attachment G](#) to this Request for Proposals. If the contract that is the subject of the Request for Proposals is awarded to an entity other than the existing contractor (assuming the existing contractor submits a bid thereon), the existing contractor shall provide the names, addresses, dates of hire, wages, benefit levels, and job classifications of employees to the successful bidder with respect to the new contract.

In addition to any other termination provisions contained in the Contract, the Contract may be terminated for a substantial breach of the foregoing provisions concerning employee retention following a public hearing held within thirty (30) days of a request of any member

of the public for termination under this provision or the announcement by ETMA of its intention to terminate the Contract under this provision.

Should the proposed Contract be terminated pursuant to this provision, the Contractor shall be ineligible to bid on or be awarded a service contract with ETMA for a period of not less than one year and not more than three years, which period shall be determined by ETMA in its sole and absolute discretion.

VIII. Selection Criteria

An evaluation committee comprising members of the ETMA Board of Directors and other appointees will evaluate all proposals submitted by the proposal submission deadline. Interviews with some or all proposers will be conducted, if necessary. Selection will be based on the following factors and rating system:

1. Quality of relevant experience and client satisfaction
2. Experience of proposed staff
3. Contractor's success with providing, retaining and training qualified key staff and drivers
4. Proven approach and history of vehicle maintenance
5. Proven safety record
6. Proven success with on-time shuttle operation service
7. Overall proposed approach, efficiencies, innovation, etc. for services requested herein
8. Cost

Attachment A: Scope of Services

A. Description of Services

The ETMA currently operates four (4) shuttle programs: the Emery Go-Round Shuttle, 8 to Go Shuttle, The Emery Express Shuttle in Emeryville and Oakland, CA, and the West Berkeley Shuttle in Berkeley, CA. The Emery Go-Round, West Berkeley Shuttle, and The Emery Express Shuttles serve as “last mile” transit services, operating between Bay Area Rapid Transit (BART) stations and the businesses and residents in Emeryville and West Berkeley. The 8 to Go shuttle service provides direct, door-to-door shuttle service for senior citizens and people with disabilities within the City of Emeryville.

No fares will be collected for any services. Emery Go-Round, West Berkeley and The Emery Express are free to riders and 8 to Go is a low-cost service in which punch cards must be purchased at the Senior Center prior to the scheduled trip.

The term of the Contract will be two (2) years, with four (4) one-year options to extend. To facilitate a seamless transition, ETMA plans to have the selected contractor under contract 3.5 months prior to the beginning of service, with the contract term effective September 16, 2025, and the commencement of service on January 1, 2026.

B. Holidays

Shuttle services shall be performed on days specified in [Section C, ETMA Shuttle Route Information](#), excluding the following holidays (or other such holidays as the ETMA may designate):

FIGURE 2: NON-SERVICE HOLIDAYS

Emery Go-Round	8 to Go
<ul style="list-style-type: none">• New Year’s Day• Presidents Day• Easter Sunday• Memorial Day• Independence Day• Labor Day• Thanksgiving Day• Christmas Day	<ul style="list-style-type: none">• New Year’s Day• MLK Jr. Day• Presidents Day• Memorial Day• Independence Day• Labor Day• Indigenous People’s Day• Veteran’s Day• Thanksgiving Day• Christmas Day

West Berkeley Shuttle

- New Year's Day
- Presidents Day
- Memorial Day
- Independence Day
- Labor Day
- Thanksgiving Day
- Day after Thanksgiving
- Christmas Day

The Emery Express

- New Year's Day
- Presidents Day
- Memorial Day
- Independence Day
- Labor Day
- Thanksgiving Day
- Christmas Day

C. ETMA Shuttle Route Information

Below are the standard operation specifications for the four (4) shuttle programs. The ETMA may adjust service hours, routes, schedules, service areas, and operating rules so as to accommodate ridership increases or decreases, economic condition changes or changes in operating plans or requirements.

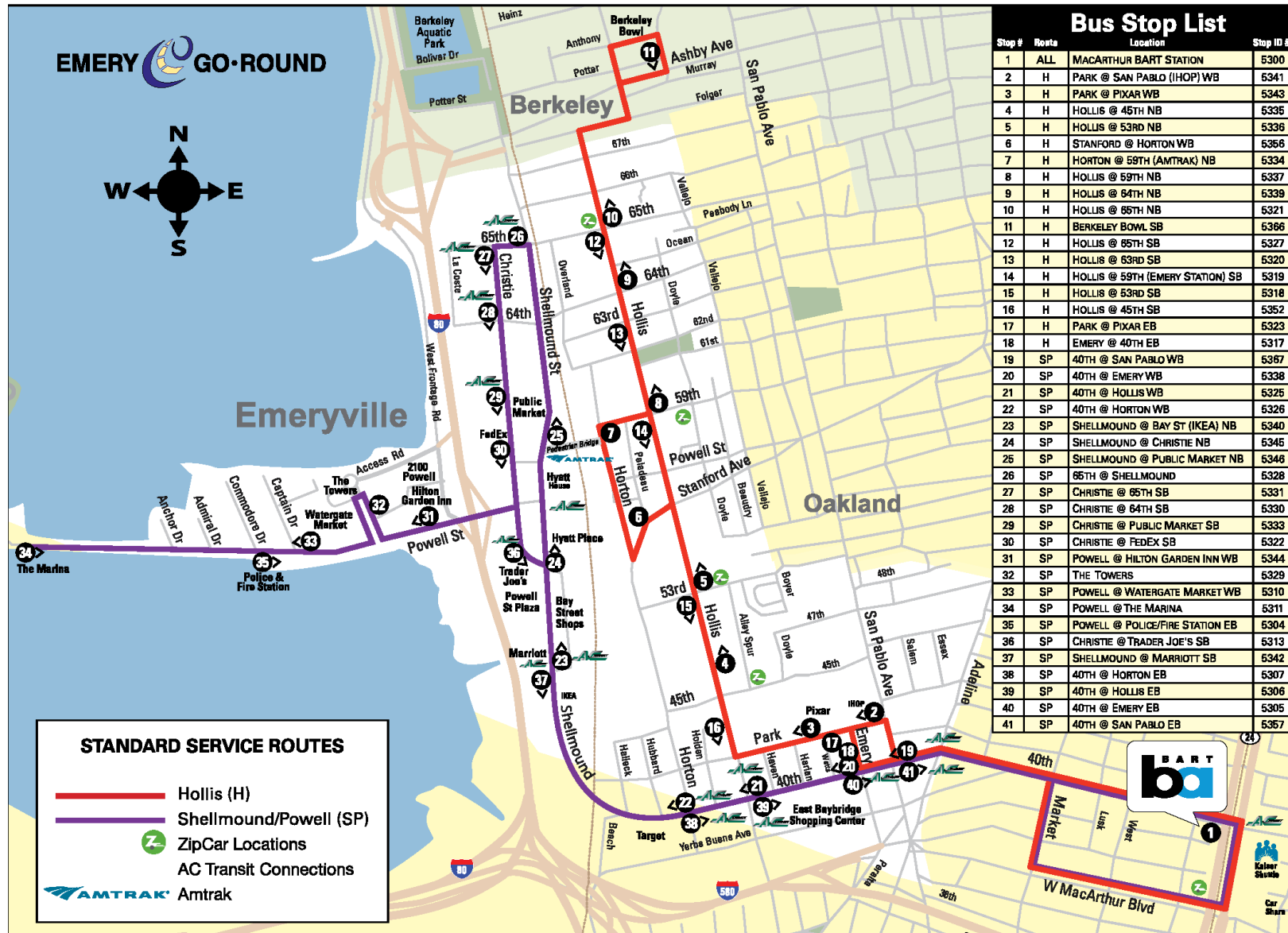
1. Emery Go-Round

Emery Go-Round currently has two routes which operate from the MacArthur BART station in Oakland, CA. The service overview for the two routes is shown below:

- Hollis Route:
 - Days in Service: Monday through Friday (5 days/week)
 - Service Begins/Ends: 5:30 AM – 9:38 PM
 - Headways: 15 minutes
 - Trips Per Day: 68
 - Loop Distance/Travel Time: 6.3 Miles / 35 Minutes
- Shellmound/Powell:
 - Days in Service: Sunday through Saturday (7 days/week)
 - Service Begins/Ends:
 - 6:00 AM – 10:24 PM (Monday through Friday)
 - 8:20 AM – 10:21 PM (Saturdays)
 - 9:00 AM – 7:26 PM (Sundays)
 - Headways: 15 Minutes (Weekdays), 20 Minutes (Weekends)
 - Trips Per Day:
 - Weekdays: 65
 - Saturdays: 44
 - Sundays: 31
 - Loop Distance/Travel Time: 8.5 Miles / 37-43 Minutes

For more schedule and route information, see website at emerygoround.com

FIGURE 3: ROUTE MAP FOR EMERY GO-ROUND SERVICE



2. West Berkeley Shuttle

The West Berkeley Shuttle has only one route which operates out of the Ashby BART Station in Berkeley. The service overview for the West Berkeley Shuttle is shown below:

- Days in Service: Monday through Friday (5 days/week)
- Service Begins/Ends:
 - 5:52 AM – 10:09 AM
 - 2:56 PM – 7:16 PM
- Headways: 30 Minutes
- Trips Per Day: 18
- Loops Distance/Travel Time: 5 Miles / 25-27 Minutes

For more schedule and route information, see website at westberkeleyshuttle.net

FIGURE 4: ROUTE MAP FOR THE WEST BERKELEY SHUTTLE



3. 8 to Go Paratransit Shuttle

The 8 to Go Paratransit shuttle operates primarily out of the Emeryville Senior Center (Veterans Hall). The fleet consists of one van and, per the City's request, is operated by the designated primary driver every day. The driver of the 8 to Go Shuttle coordinates directly with staff at the city's Senior Center to receive the daily schedule of passenger pick-ups and drop offs. The driver provides passengers with door to shuttle assistance, including walking, wheelchairs, or carrying of personal items as needed.

- Days in Service: Monday through Friday (5 days/week)
- Service Begins/Ends:
 - 9:00 AM – 12:30 PM
 - 1:30 PM – 4:00 PM

For more information about the program, see website at ci.emeryville.ca.us

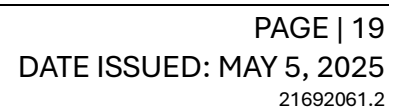
4. The Emery Express

The Emery Express Shuttle has only one route which operates out of the West Oakland BART Station in Oakland. The service overview for The Emery Express Shuttle is shown below:

- Days in Service: Monday through Friday (5 days/week)
- Service Begins/Ends:
 - 6:30 AM – 10:00 AM
 - 3:00 PM – 7:30 PM
- Headways: 30 Minutes
- Trips Per Day: 16
- Loop Distance/Travel Time: 5.18 Miles / 27 Minutes

For more schedule and route information, see website at theemeryexpress.com

ETMA REQUEST FOR PROPOSALS SHUTTLE OPERATIONS AND MAINTENANCE



D. ETMA Responsibilities

The ETMA is responsible for providing the following:

1. Vehicles needed to operate the Emery Go-Round and 8 to Go Paratransit Shuttle services
2. Fuel for ETMA-owned vehicles
3. Bus storage and administrative facility
4. Establishing routes for service and levels of service
5. Cell phones/direct connect devices for drivers and dispatchers
6. Preparation of various marketing materials including website, publicity notices, route guides, bus stop signs and notices to patrons as required
7. On-going format for reporting the various operations and ridership statistical information required by the ETMA
8. Liaison with the Contractor's Project Manager and
9. Liaison with TripShot, 511.org and any other public agency, as applicable

1. Fleet

Emery Go-Round & 8 to Go

The fleet is comprised of twenty-one (21) buses and two (2) vans which are owned by the ETMA. The majority of ETMA-owned fleet currently consists of twenty-one (21) 40-foot Starcraft XL shuttle buses (referred to as “cutaways”), which are shuttles built on a truck frame. ETMA is currently exploring alternative styles, sizes, and fuel sources for future vehicles as part of its 10-Year Strategic Plan. One of the vans, a Dodge Caravan, was purchased by the ETMA on behalf of the City of Emeryville for the 8 to Go service and the other van, a Ford Transit, is used as a supervisor vehicle and serves as a backup for the 8 to Go van. The full fleet list can be found in [Attachment D](#).

As the ETMA explores the future of the Emery Go-Round fleet, under consideration is whether it will continue to purchase vehicles or if it will transition to contractor-provided vehicles. Should the decision be made to phase in contractor-provided vehicles, the terms and pricing of this additional scope will be negotiated. As part of the proposal, please indicate whether the provision of vehicles is a scope that the proposer would be willing to assume. This concept is exploratory and will not be factored into the proposal scoring.

With the exception of the ETMA's Ford Transit, the fleet is exempt from California vehicle registration fees.

Each of the Emery Go-Round buses is equipped with tablets through which the TripShot CAD/AVL system is utilized and a portion of the Emery Go-Round shuttle buses are equipped with Traffic Signal Priority emitters.

West Berkeley Shuttle & The Emery Express

The West Berkeley Shuttle and The Emery Express buses are not part of the ETMA-owned fleet and are provided by ETMA's current shuttle operator.

2. Fuel

Emery Go-Round & 8 to Go

The ETMA is in contract with AC Transit to provide fuel for the Emery Go-Round and 8 to Go fleet. AC Transit's fueling facility is located at 1140 45th Street in Emeryville. A fueling agreement between ETMA and AC Transit expires on December 31, 2025 but is expected to be renewed.

West Berkeley Shuttle & The Emery Express

Fuel for the West Berkeley Shuttle and The Emery Express is not provided by the ETMA or through its contract with AC Transit. The shuttle Contractor provides the fuel for these services at non-AC Transit fueling stations.

3. CAD/AVL / Real-Time Tracking System

Emery Go-Round & West Berkeley Shuttle

The ETMA uses TripShot to track real-time location, ridership, and on-time performance for Emery Go-Round and West Berkeley Shuttle. The contract with TripShot and the tablets are owned by the ETMA and managed by TripShot.

8 to Go & The Emery Express

8 to Go and The Emery Express do not currently employ any real-time or digital performance tracking systems.

4. Bus Storage & Administration Facilities

ETMA's bus storage and administration facility is located at 3640 Mandela Parkway in Oakland. Maintenance of the bus yard landscaping and administration office, including custodial services are provided by ETMA.

E. Contractor Responsibilities

1. Personnel

Project Manager

The Contractor shall designate a Project Manager, who shall oversee all aspects of the shuttle service operation. The Project Manager shall be responsible both for the operational management of the service and maintenance. The Project Manager shall report to the ETMA any operational problems, accidents, passenger complaints or vehicular problems on the day of such occurrence. Results of CHP/PUC, DMV, ADA and other vehicular inspections shall also be reported to the ETMA within five days. The Contractor shall also furnish dispatchers during the course of service who shall be responsible for monitoring and supervising drivers reporting for work and during the work shifts. The Project Manager shall be an employee of Contractor or its subcontractor and hired specifically for management of the four shuttle services included in this request for proposal, and shall be the primary liaison between the ETMA and the Contractor on all matters.

Drivers

Drivers shall be employees of Contractor or its subcontractor and Contractor shall be solely responsible for payment of all drivers' wages and employee benefits. Contractor, without any cost or expense to the ETMA, shall faithfully comply with the requirements of all applicable state enactments with respect to employees' liability, workers' compensation, unemployment insurance and other forms of Social Security, and also with respect to withholding of income tax at its source from wages of said driver(s) and furthermore the Contractor shall indemnify and hold harmless the ETMA from any liability, damages, claims, costs, and expenses of whatever nature arising from alleged violation of such enactments or from any claims or subrogation for such enactments or otherwise.

All drivers furnished shall be tested by the Contractor for their driving skills, operating performance and safety habits before being placed in service. The Contractor will participate in the DMV Pull Notice program and submit any pull notices to the ETMA at least annually and throughout the year as received. The Contractor shall also comply with any required Federal Highway Administration regulations governing drug testing or other driver safety measures. As a minimum, drivers shall meet the following:

1. Must possess a valid California Commercial Class B Driver's License, with Passenger Endorsement, with Restriction 99 and air brakes.
2. New hires shall have no moving violations or accidents within the immediately preceding twelve (12) month period before hire and no more than one (1) moving violation or accident within the immediately preceding three-year period before hire.

Drivers must have no more than one (1) moving violation or accident within the contract term. No new hire or driver may have convictions for misdemeanor or felony driving under the influence (DUI) or failure to appear. Contractor shall provide the ETMA with a DMV report on all drivers each January and on all new drivers at the time of hire.

3. Must be fluent in English, both verbally and in reading and writing.
4. Will wear a clean uniform. Uniforms will at a minimum consist of dark pants and a Contractor-branded shirt, or as otherwise determined by the ETMA and Contractor.
5. Shall not use a cell phone at any time while driving the shuttle. Direct connect radios may be used to communicate with dispatchers as necessary.
6. Not be under the influence of any narcotic, intoxicant, drug or prescribed medicine or other substance.
7. Keep the vehicle clean and sanitary during the work shift. Remove garbage and other debris before starting each shift and after each completed loop.
8. Shall keep accurate records of the number of passengers boarding and alighting at all stops through the provided TripShot app.
9. May be required to honor special passes, issue bulletins and other materials, and perform occasional surveys or other actions as required by the ETMA.
10. ETMA rules for proper behavior, passenger relations and other operator/vehicle-related items as distributed from time to time will apply to the Contractor's drivers.

2. Performance Standards

The Contractor will be responsible for providing timely and reliable bus service, and will be subject to periodic monitoring by the ETMA.

The Contractor shall employ a variety of field supervision and monitoring techniques including, but not limited to, daily spot-checks and anonymous checks ("secret shopper services"). The Contractor shall submit records of monitoring and other field supervision activities as part of its monthly reports to the ETMA.

TripShot

Drivers must log in to the TripShot driver app at the start of each shift, ensuring that the device is operating properly and is plugged into a power source in order to ensure that the real-time location of the vehicle, on-time performance, and passenger counts are able to be accurately tracked.

Dispatch must monitor the status of the vehicles/drivers through the administrative dashboard to ensure that no errors occur and ensure that the real-time location of the vehicle, on-time performance, and passenger counts are able to be accurately tracked.

Assessments

Adherence to the schedule of operations in rendering the public service called for by these scope of services is of extreme importance. All runs shall be made. In the event no attempt is made by the Contractor to provide a vehicle or personnel for a service run, if a service run is not provided strictly in accordance with the set schedule, if a service run is interrupted due to equipment failure or for any other reason within the control of the Contractor, such actions may affect Contractor's compensation under the Contract.

Training

Contractor shall provide thorough training for all its personnel in the proper performance of their duties. The Contractor's training program and schedule is subject to ETMA's approval.

Contractor's Employees providing services under the Contract shall receive proper training and instruction at the time of hiring, and prior to being assigned to the service.

Above and beyond Class B-P licensing requirements, Contractor's driver training program must include, but not limited to, periodic re-training including:

1. Eight (8) hours of behind-the-wheel instruction (must be one-on-one) including emergency preparedness and evacuation procedures.
2. Four (4) hours of defensive driving instruction (encompassing the National Safety Defensive Driving course).
3. Four (4) hours of training in assistance of elderly and/or disabled passengers. This training must include wheelchair lift operation involvement of persons with various disabilities (vision impaired, developmentally disabled, frail elderly, wheelchair-bound), and/or empathy training.
4. A full investigation and re-training program will be a requirement for each driver who experiences a preventable accident. Driver will not be placed back in service until the investigation is completed and retraining has successfully been completed. Driver must be retrained as soon as possible following the accident. The investigation shall also occur within three days of any preventable accident.
5. Advanced training for all existing, trained drivers conducted annually; this must be at least eight (8) hours long and include an overview of all elements in the new driver training program as described above.

Driver Incentive Program

The ETMA expects that Contractor's drivers shall conduct self and operate assigned vehicle in a safe, professional and courteous manner at all times. To that end, Contractor shall employ a proven driver incentive program to reward excellent driver performance.

Vehicle Cleaning

Contractor shall maintain the cleanliness of the vehicles. The exterior and interior of each vehicle shall be kept clean, visibly free of debris, vermin and odors, etc. Contractor to maintain a log book of cleaning operations, available to ETMA upon request. For detailed expectations, review the Vehicle Cleaning Schedule in [Attachment E](#).

Costs for cleaning and disinfection shall not be included in the fixed vehicle costs listed in [Attachment C, Cost Forms](#) and shall be billed as a separate line item on maintenance invoices.

3. Bus Storage and Administration Facility

Equipment

The existing administration facility is equipped with furniture, appliances, security cameras and monitors, cell phones, and radios. Internet service and utilities are provided. ETMA will continue to provide all of the above. The cell phones will be given to the Contractor for use at the administration facility and will become the responsibility of the Contractor to maintain and replace as needed.

Contractor will be responsible for providing all computers, printers, and any other equipment necessary to perform the duties of the shuttle operation beyond those items listed above. ETMA has made separate contractual arrangements for office cleaning services and landscape maintenance for the bus yard and administration facility.

IT Maintenance

Internet service to the bus yard is provided by ETMA, but it will become the responsibility of the Contractor to maintain the hardware and services on-site, as needed. ETMA will provide all required access and credentials to Contractor required for this function. If Contractor elects to sub-contract these services, vendor must first be approved by the ETMA.

Vehicle Maintenance

As mentioned in [Section E.5.](#), all bus maintenance duties shall be performed off-site at a CHP approved maintenance facility, with the exception of vehicle inspections, including fluid checks and light bulb replacements.

4. Fuel

Emery Go-Round & 8 to Go

ETMA will cover the cost of fuel for the Emery Go-Round and 8 to Go fleet. This is currently provided through an agreement with AC Transit. Contractor is to fuel buses off-site at AC

Transit's Division 2 Facility, located at 1140 45th Street in Emeryville. Contractor will be required to fuel buses during the authorized times provided by AC Transit (shown below):

TABLE 2: *FUELING STATION HOURS OF SERVICE*

Day	Fueling Hours
Monday	6:30 AM to 4:00 PM
Tuesday-Thursday	8:30 AM to 4:00 PM
Friday	8:30 AM to 8:00 PM
Weekends	No fueling allowed

In the event this fueling arrangement with AC Transit ends, the ETMA will make arrangement for another fueling facility.

West Berkeley Shuttle & The Emery Express

Contractor will be required to provide fuel for the West Berkeley Shuttle and The Emery Express. ETMA does not provide fuel for this service. West Berkeley Shuttle fuel costs are to be included in the pricing for that program. The Emery Express fuel costs are to be billed as a passthrough expense on each of the monthly invoices, along with the receipts and fuel log.

5. Maintenance

Contractor is responsible for the maintenance of all shuttle vehicles. As stated above, the ETMA owns twenty-one (21) shuttle buses and two (2) vans as shown in the fleet list below. Contractor to provide one additional bus for the West Berkeley Shuttle and The Emery Express described in [Sections E.11 and E.12](#).

At all times, the Contractor shall ensure maintenance of all components of each vehicle at a CHP-approved facility, including body, frame, furnishings, mechanical, electrical, hydraulic or other operating systems are in proper working condition, free from damage and malfunction. The Contractor shall employ preventative maintenance principles as defined in the Original Equipment Manufacturer (OEM) maintenance schedule. In accordance with the OEM for each vehicle, Contractor will provide the ETMA with a schedule of all preventative maintenance and major services planned for each vehicle each calendar year. The ETMA will be notified of any vehicle coming out of service for more than one week for any reason. Contractor will furnish the ETMA with a copy of the most recent CPUC, DMV and CHP certification/inspection reports for each vehicle. Contractor shall also ensure all vehicles are in compliance with Air Resource Board regulations.

The Contractor will furnish and maintain all necessary support vehicles in order to ensure field supervisor mobility, shuttles for drivers, coordination of service, road call maintenance,

and vehicular towing throughout the service area at all times. Project Manager will have a van capable of carrying up to 7 passengers for these purposes.

CHP/CPUC, DMV Inspections

The Project Manager shall promptly notify the ETMA of results of all California Highway Patrol and (if relevant) California Public Utilities Commission and DMV primary and follow-up inspections and regulatory actions.

Vehicle Condition

The Contractor shall maintain the vehicles in good working order, both operationally and in appearance. Vehicles shall be free of body damage, peeling paint and graffiti. All parts of the vehicle and all equipment mounted on or in the vehicle shall conform to the California Vehicle Safety Standards and the California Administrative Code, Title 13. The Contractor, at Contractor's cost, shall immediately replace and repair any vehicle damaged in any accident or otherwise before bus is used in service.

The Contractor and/or its sub-contractor(s) shall maintain a satisfactory California Highway Patrol (CHP) terminal inspection throughout the period of the contract. If the Contractor receives an unsatisfactory rating from the CHP, the Contractor shall notify the ETMA immediately and state what is being done to correct the deficiency.

The Contractor shall maintain all wheelchair lifts and fastening devices are in full operating condition and ensure that wheelchair lifts be cycled daily: prior to beginning the service day, and again as necessary throughout the service day. During all preventative maintenance inspections, the lift shall be checked to ensure it is capable of lifting 600 pounds.

6. Marketing and Customer Service

The Contractor's role in the marketing and customer service shall include providing courteous drivers, fluent in English and able to answer basic questions about the service schedule and route and connecting Bay Area public transportation services (ETMA will provide a briefing for the Contractor on this subject), drive the assigned route safely and on schedule, place marketing material on the vehicle as requested, and respond to customer phone and email inquiries.

Office staff shall monitor the cell phones provided and field any phone calls received during service hours. Staff shall respond to any emails sent to the transit-info@emerygoround.com address within 24 hours of receipt.

The ETMA provides printed material, and advertises the service through a variety of media, and acts as the liaison with all local officials, employers and developers in connection with the operation of the service. However, from time to time the ETMA may request that the

Contractor prepare and post simple notices or schedules in vehicles and assist in collection and distribution of surveys and other pertinent data as required by the ETMA.

7. Reporting Requirements

Contractor is required to report passenger counts, mileage and hours of service each day of operation. The Contractor will also provide accident reports, incident reports and other special reports as required. Forms will be developed prior to the beginning of service for review with the Contractor. Every effort will be made to minimize the required paperwork consistent with proper management and the ETMA's required reporting practices. Report formats and procedures shall be approved by the ETMA.

Operations Reporting

Daily ridership and on-time performance data will be primarily gathered through the TripShot app and the ETMA will be the primary party responsible for developing the operations reports. Periodically, however, the ETMA may request that drivers incorporate additional methods of tracking ridership or on-time performance for a period of time to ensure accuracy. These data

Accident Notification

The Contractor shall notify the ETMA by telephone within one hour in the event of an accident. Contractor shall email a preliminary accident report to the ETMA during the same business day. Final written accident reports will be submitted to the ETMA within 3 days of an accident.

Investigation of Driver Conduct

The ETMA may notify the Contractor in writing of complaints regarding one or more operators by name. Contractor shall conduct an appropriate investigation and report findings within five working days of notification. Drivers who fail to meet the performance standards or who have an excessive number of complaints may be removed from the relevant shuttle service at the ETMA's request.

Passenger Comments

Contractor shall relay any passenger comments and/or complaints to the ETMA. All complaints given to the Contractor must be reported to the ETMA within twenty-four hours and responded to in writing within three working days. All complaints and/or comments shall be summarized in the relevant monthly report.

Monthly Report

Contractor shall provide a monthly operations report which shall report miles, hours, vehicles in service, payroll summary, road-calls, accidents, field monitoring activities, and

any other pertinent materials for the preceding month. Report format and content shall be defined by the ETMA. Monthly reports shall be received by the ETMA by the fifteenth of the following month, with the monthly billing.

On-Board/Special Surveys

Contractor shall assist the ETMA in the survey of passengers, and in the collection of any other data as required by local, regional, state and federal reporting requirements.

Other reports

Other reports may be required as deemed necessary by the ETMA.

8. Records

Contractor and its subcontractors providing service under this agreement shall provide the ETMA such access to its books, records and facilities as the ETMA deems necessary to examine, audit and inspect all work data, documents, and activities related to the Contract. The Contractor shall maintain such books, records, data, and documents based on generally accepted accounting principles as required by the ETMA's uniform system of accounts. All costs pertaining to this Contract shall be appropriately segregated by the Contractor. All such items shall be made readily accessible to the ETMA during the period of performance and for a period of four (4) years from the date of final payment by the ETMA.

The ETMA or their designee, the State, or the State Auditor General shall have access to any books, records and documents of the Contractor that are pertinent to the contract for audits, examinations, excerpts, and transactions, and copies thereof shall be furnished if requested.

9. Safety and Maintenance

Contractor shall maintain a safety program. Contractor shall maintain safety and maintenance records. At any time upon request by the ETMA, the Contractor shall be prepared to provide complete records of the following:

1. Company safety records for the past three (3) years.
2. Driver training procedures.
3. Department of Motor Vehicle status reports or pull notices on the licenses of shuttle vehicle drivers and supervisors (including reports of moving violations and accidents).
4. Vehicle maintenance records. Failure to provide the above records may cause the ETMA to withhold payment of invoices and/or terminate the Agreement if the Contractor has not rectified the deficiencies within thirty days of written notice from the ETMA.

10. 8 to Go Paratransit Shuttle – Driver and Reporting Requirements

The Contractor shall provide one primary designated driver and one secondary driver to operate the 8 to Go Paratransit shuttle, a contracted service between the ETMA and the City of Emeryville. The primary designated driver should have the patience and personality to work with senior citizens and people with disabilities, and shall have the physical ability to assist patrons in and out of the shuttle van. The secondary driver should only operate the 8 to Go Paratransit shuttle in the event the primary driver is out ill, on vacation or cannot physically perform the duties required to operate the shuttle. In particular, both primary and secondary driver shall be trained and/or certified to properly load and secure wheelchairs in the vehicle.

The driver of the 8 to Go Paratransit shuttle is responsible for completing the daily reports required by the City. These reports generally consist of a daily log of passenger pick-up and drop off times and any incidents or missed service that may have occurred that day. The Contractor is responsible for assuring the driver completes the reports accurately and will be responsible for submitting reports to the City of Emeryville at least on a monthly basis.

11. West Berkeley Shuttle – Vehicle & Driver Requirements

The Contractor shall provide one (1) shuttle bus to carry no less than 30 passengers and be no more than forty (40) feet in length to operate the West Berkeley Shuttle, subject to approval by ETMA. The bus should be white, free from any other logos or branding, clean, no more than 5 years old, in good working condition and free from any exterior or interior damage. ETMA will require the bus to be branded with West Berkeley Shuttle logo/decals, to be paid for/reimbursed by the ETMA. As mentioned above, Contractor will be responsible for providing fuel for this bus.

A primary and secondary driver shall also be designated to the West Berkeley Shuttle route. The secondary driver, when not being used as a substitute to the primary West Berkeley Shuttle driver, could be a dispatcher or regular driver for the Emery Go-Round shuttle operation.

12. The Emery Express – Vehicle & Driver Requirements

The Contractor shall provide one (1) shuttle bus to carry no less than 20 passengers and be no more than forty (40) feet in length to operate The Emery Express, subject to approval by ETMA. The bus should be white, free from any other logos or branding, clean, no more than 5 years old, in good working condition and free from any exterior or interior damage. ETMA will require the bus to be branded with The Emery Express logo/decals, to be paid

for/reimbursed by the ETMA. As mentioned above, Contractor will be responsible for providing fuel for this bus, the cost of which will be billed as a passthrough expense.

A primary and secondary driver shall also be designated to The Emery Express route. The secondary driver, when not being used as a substitute to the primary Emery Express driver, could be a dispatcher or regular driver for the Emery Go-Round shuttle operation.

F. Cost

Costs shall be invoiced separately for the four (4) shuttle services. Contractors should note that compensation for this Contract is calculated differently for each of the 4 shuttle services, as detailed on the Proposer Cost Forms, attached as [Appendix C](#).

Compensation for this Contract will be based on a combination of a fixed monthly costs, including maintenance labor, plus a variable cost for service hours and maintenance parts. Maintenance parts and labor costs of West Berkeley Shuttle and The Emery Express should not be billed monthly and are to be included in the cost of the vehicle. Maintenance history and work completed should be provided with monthly invoices, including those tasks consisting of regularly scheduled maintenance.

Standard service hours shall be calculated using the first time point and last time point on each respective route, plus a standard deadhead time of 10 minutes each way. For purposes of this RFP, total annual service hours (including an approximate 7% contingency amount) are shown on each of the Proposal Cost Forms, attached as [Appendix C](#).

Proposed costs must be guaranteed for the duration of this contract. Additional services may be added at the same rates within 30 days of requesting such additional services.

Attachment B: Sample Shuttle Operations Agreement

SHUTTLE OPERATIONS AND MAINTENANCE AGREEMENT BETWEEN EMERYVILLE TRANSPORTATION MANAGEMENT ASSOCIATION AND [CONTRACTOR]

THIS AGREEMENT (the “Contract”) is effective as of this ____ day of _____, 2025 by and between the EMERYVILLE TRANSPORTATION MANAGEMENT ASSOCIATION, hereinafter referred to as “ETMA” and _____ hereinafter known as the “Contractor”, collectively referred to herein as the “Parties”.

WITNESSETH THAT:

WHEREAS, the City of Emeryville ("City") has created a Property Based Improvement District (“PBID”) to fund the Emery Go-Round Shuttle Service; and

WHEREAS, commercial property owners, employer and certain residential developers have formed the ETMA, which, on behalf of these property owners, employers and developers, operates the Emery Go-Round service, providing day to day management and oversight of operations, supervision of the Contractor, and marketing of the service ; and

WHEREAS, the City and the ETMA have entered into a funding agreement to support ETMA's operation of the Emery-Go-Round service utilizing the funds from the PBID assessment; and

WHEREAS, the City of Emeryville has entered into an agreement with the ETMA to operate the 8 to Go Paratransit Shuttle, a direct service shuttle for senior citizens and people with disabilities, funded through grants received from the Alameda County Transportation Commission (ACTC); and

WHEREAS, the West Berkeley Shuttle LLC has entered into an agreement with the ETMA to operate the West Berkeley Shuttle, a transit service running out of the Ashby BART Station in Berkeley to various businesses throughout West Berkeley. Services of the West Berkeley Shuttle LLC are funded by select property owners throughout West Berkeley; and

WHEREAS, LMV II Emeryville Holdings, L.P. has entered into an agreement with the ETMA to operate The Emery Express Shuttle, a transit service running between of the West Oakland BART Station in West Oakland and The Emery Apartments in Emeryville. This service is funded by LMV II Emeryville Holdings L.P.

NOW, THEREFORE, the Parties hereto do mutually agree as follows:

1. SCOPE OF SERVICES

Contractor shall furnish the ETMA with all of the services and materials, and perform any and all other work as specified in and in full accordance with the Scope of Services which is attached hereto as Exhibit A and made a part of this Contract. Additional services, as authorized in writing by ETMA, will be paid for on an individual basis for each service at the Variable rate set forth in the respective Cost Forms which is attached hereto as Exhibit B and made part of this Contract, and will be billed separately from the other services under this Contract.

2. TERM

The term of this Contract shall be from January 1, 2026 to December 31, 2027, with four (4), one-year options by the ETMA to extend the term at rates to be negotiated. The initial two (2) year period shall be referred to as the “Base Term.”

3. ADDITIONS, MODIFICATIONS AND REDUCTIONS IN SERVICE

ETMA’s obligation to perform this agreement is subject to the budget and funding of the ETMA through the PBID. At the option of the ETMA, the agreement may terminate without penalty, liability or expense of any kind to the ETMA at the end of any calendar year in the event PBID funds are not appropriated for the next succeeding calendar year. If funds are appropriated for a portion of the year, this agreement will terminate at the end of the period for which funds are appropriated. In addition, while it is anticipated that the contracts for the operation of the West Berkeley Shuttle, 8 to Go Shuttle and the Emery Express will be extended through the term of the contract, there is no guarantee that this

will occur. If one or more of these contracts terminates, then the scope of services will be reduced accordingly. For this reason, the costs for each service are to be calculated separately.

ETMA has estimated the number of annual service hours shown in Exhibit B, referred to herein as “baseline” service hours.

The ETMA may, at any time, request changes within the general scope of this Contract. If any such change would result in an increase or decrease from the baseline number of annual service hours by an amount up to 24.99 percent (24.99%), Contractor shall adjust Cost Calculations in accordance with Tiered Pricing Form which is attached hereto as Exhibit C and made part of this Contract. If any such change would result in an increase or decrease from the baseline number of annual service hours by 25 percent (25%) or more, the parties shall meet to negotiate in good faith an equitable adjustment to Contractor’s Cost Form and the Contract will be amended accordingly by written change order.

In the event any Federal, State, or local law, rule, regulation or ordinance becomes operative during the term of this Contract that has the effect of increasing Contractor’s operating costs, to include, but not limited to, laws, rule, regulations, or ordinances pertaining to environmental protection or climate change, such as carbon credits, or new taxes imposed based on energy consumption; changes in the Americans With Disabilities Act; or government-required increases to employee wages and/or benefits, to include health care benefits, the ETMA and Contractor shall meet to discuss the impact of these unanticipated additional costs and negotiate in good faith an equitable adjustment to Contractor’s Cost Form.

4. COMPENSATION, INVOICING & PAYMENT

During the term of this agreement, the ETMA shall compensate Contractor for the services provided in accordance with the specific procedures stated below. Payment is to be calculated in full accordance with Exhibit B.

Contractor shall provide four (4) separate monthly invoices, one for each of the four (4) shuttle services. The Variable Cost amounts shall be calculated based on the actual number of Service Hours provided in each calendar month multiplied by the applicable Cost Per Service Hour. Standard service hours shall be calculated using the first time point and last time point on each respective route, plus a standard deadhead time of 10 minutes each way. Time for fueling shall not be included in the standard service hours. Variance hours shall include any adjustment to the standard service hours, such as additional time for schedule overruns as well as a reduction of time for missed or late trips. Standard service hours and variance hours shall be referred to collectively as the "Service Hours." Performance penalties, which are defined in Section 5 below, shall also be itemized and deducted from each monthly invoice, when appropriate.

Each monthly invoice shall include the following costs and associated back up:

(1) Emery Go Round Shuttle

a. Operations

- i. Fixed Cost
- ii. Variable Cost (No. of Service Hours x Cost Per Service Hour)
- iii. Fuel Revenue Hour Cost (Hours spent fueling x Cost Per Service Hour)
- iv. Performance Penalty Adjustments

b. Maintenance

- i. Variable Cost
 1. Parts (Parts Cost x Parts Mark-up)
 2. Outside Services (Outside Services x Mark-Up)

(2) West Berkeley Shuttle

a. Operations

- i. Fixed Cost
- ii. Variable Cost (No. of Service Hours x Cost Per Service Hour)
- iii. Performance Penalty Adjustments

(3) 8 to Go Paratransit Shuttle

- a. Operations
 - i. Fixed Cost
 - ii. Variable Cost (No. of Service Hours x Cost Per Service Hour)
 - iii. Performance Penalty Adjustments
- b. Maintenance
 - i. Variable Cost
 - 1. Labor (No. Labor Hours x Hourly Billing Rate by Classification)
 - 2. Parts (Parts Cost x Parts Mark-up)

(4) The Emery Express

- a. Operations
 - i. Fixed Variable Cost (No. of Service Hours x Cost Per Service Hour)
 - ii. Performance Penalty Adjustments
 - iii. Fuel (to be billed at cost)

ETMA will pay Contractor within 30 days of receiving an acceptable invoice.

Exhibit B reflects Contractor's costs for the Base Term, ending December 31, 2027. In the event ETMA desires to extend the contract beyond the Base Term, ETMA shall notify Contractor at least 90 days prior to the expiration date of the Base Term. The parties shall negotiate in good faith the terms and conditions, including rates, to apply during the extended term.

5. PERFORMANCE PENALTIES

Contractor shall operate the shuttle service in a safe and timely manner. ETMA shall impose the following assessments if performance and safety measures are not followed. Penalties may be excused at the discretion of the ETMA.

Penalty Assessments:

Description of Violation	Assessment
1. Early departures from designated time point stops (more than 1 minute early)	\$50 per occurrence. Penalties double after 20 occurrences in a given month.

- | | | |
|----|---|---|
| 2. | Missed Trips (late departures greater than 15 min.)* | \$100 per occurrence. Penalties double after 20 occurrences in a given month. |
| 3. | Failure to report missed trips within 24 hours | \$200 per occurrence. Penalties double after 5 occurrences in a given month. |
| 4. | Failure to login to the Real-Time Tracking System correctly (within 5 min. on route) | \$50 per occurrence. Penalties double after 20 occurrences in a given month. |
| 5. | Failure to report to the ETMA, within 24 hours, any accidents and/or incidents where injury occurred. | \$500 per occurrence |

** Penalties will not be assessed for missed trips caused by traffic delays or vehicle breakdowns, unless they are not reported to the Management Team within 24 hours.*

6. INSURANCE

i. Public Liability

Contractor shall procure and maintain the following kinds of liability insurance which shall include as additional insured the Emeryville Transportation Management Association (the “ETMA”), the members of the ETMA (at any time during the term of this Contract), and their respective directors, officers, employees and agents while acting in such capacity, and their successors or assignees, as they now or as they may hereafter be constituted, singly, jointly or severally:

- (a) Commercial General Liability insurance providing bodily injury and property damage coverage with a combined single limit of at least twenty million dollars (\$20,000,000) each occurrence or claim and a general aggregate limit of at least twenty million dollars (\$20,000,000). This insurance coverage shall include, but not be limited to, premises and operations; contractual liability covering the indemnity provisions contained in this document; products and completed operations; and broad form property damage.
- (b) Automobile Liability insurance providing bodily injury and property damage with a combined single limit of at least ten million dollars (\$10,000,000) each occurrence or claim. This insurance shall provide

contractual liability covering all motor vehicles including owned, non-owned and hired vehicles.

Thirty (30) days prior to commencing work, Contractor shall file a Certificate(s) of Insurance with the ETMA evidencing the required coverage and endorsement(s) and, upon request, a certified duplicate original of any of those policies Said Certificate(s) shall stipulate:

- (a) The insurance company(ies) issuing such policy(ies) shall provide at least thirty (30) days' of notice of cancellation.
- (b) That the policy(ies) is Primary Insurance and the insurance company(ies) providing such policy(ies) shall be liable thereunder for the full amount of any loss of claim which the Contractor is liable for, up to and including the total limit of liability, without right of contribution from any other insurance which is in effect for the benefit of the ETMA or the members of the ETMA.
- (c) The policy shall also stipulate: Inclusion of the ETMA and its members as additional insured shall not in any way affect the rights of such additional insured as respects any claim, demand, suit or judgment made, brought or recovered against the Contractor, and shall protect them in the same manner as though a separate policy had been issued to each, but nothing in said policy shall operate to increase the insurance company's liability as set forth in its policy beyond the amount or amounts shown or to which the insurance company would have been liable if only one interest had been named as an insured.

The insurance policy(ies) shall be written by an insurance company or companies acceptable to the ETMA. Such insurance company shall be authorized to transact business in the State of California.

ii. Workers' Compensation Insurance

Contractor shall procure and maintain Workers' Compensation Insurance and Employers' Liability Insurance in accordance with the laws of the State of California. Employer's Liability Insurance shall have coverage for a minimum liability of One Million Dollars (\$1,000,000) covering employer's employees engaged in the work. Contractor shall ensure the procurement and maintenance of such insurance by all subcontractors engaged in the work.

The Workers' Compensation Insurance coverage shall require the insurer to waive all rights of subrogation against the ETMA and its members at any time during the term of this Contract.

By executing and submitting the proposal forms, Contractor is deemed to have signed and certified as to the following:

As required by Section 1860 of the California Labor Code (Chapter 1000, Statutes of 1965), the Contractor shall secure the payment of Workers' Compensation to its employees in accordance with the provisions of Section 3700 of the California Labor Code and shall furnish the ETMA with a Certificate evidencing such coverage with \$2,000,000 Employer's Liability Limit together with a verification thereon as follows:

"I am aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against a liability for worker' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this Contract."

iii. Vehicle Physical Damage

Contractor shall provide vehicle physical damage coverage for each of the vehicles used in providing the service under this contract (Comprehensive and

Collision). Comprehensive covers losses caused by or resulting from damage from any cause except as otherwise excluded by Contractor insurance; and excluding terrorism, collision, upset, or overturn. Comprehensive coverage includes such perils as fire, lightning, explosion, theft, windstorm, hail, earthquake, flood, mischief, and vandalism. Collision covers losses caused by or resulting damage from collision with another object, upset, or overturn. The most Contractor will pay for any one loss is the least of: 1) the actual cash value (defined as replacement cost less depreciation, physical condition, and obsolescence) of the damaged or stolen property as of the time of the loss; 2) the cost of repairing the damaged or stolen property with other property of like kind and quality as of the time of the loss; 3) the cost of replacing the damaged or stolen property with other property of like kind and quality as of the time of the loss; or 4) the value shown opposite the damaged or stolen vehicle in the fleet schedule on file. If a repair or replacement results in better than like kind or quality, Contractor will not pay for the amount of the betterment. The vehicle physical damage coverage shall name the ETMA or the vehicle owner as a loss payee, and shall be primary and in no respect excess to, contributory to, or contingent upon any physical damage coverage carried by the ETMA or the vehicle owner. Contractor shall provide the ETMA or the vehicle owner with a Certificate of Insurance showing compliance with the requirements of this paragraph. If there is a disagreement on the amount of a loss, Contractor or ETMA may demand an appraisal of the loss. In the event, each party will select a competent appraiser. The two appraisers will select a competent and impartial umpire. The appraisers will separately calculate the actual cash value and amount of the loss. If they fail to agree, they will submit their differences to the umpire. A decision agreed to by any two will be binding. Each party will pay its chosen appraiser and its individual expenses, and bear the expenses of the umpire equally.

7. INDEMNIFICATION

Excluding suits, claims, or actions arising or related to environmentally hazardous conditions on or below ETMA's facilities existing prior to Contractor's occupancy of the facility, Contractor shall indemnify, keep and save harmless the Indemnified Parties against any and all suits, claims or actions arising out of any injury to persons or property that may occur, or that may be alleged to have occurred, in the course of the operation of the service caused by an act or omission of the Contractor or its employees, subcontractors, representatives or agents. Contractor further agrees to defend any and all such actions, suits or claims and pay all reasonable charges of attorneys and all other reasonable costs and expenses arising therefrom or incurred in connection therewith; and if any judgment be rendered against the Indemnified Parties in any such action, Contractor shall, at its expense, satisfy and discharge the same.

8. TERMINATION OF CONTRACT

The ETMA may terminate the Contract at any time by giving the Contractor sixty (60) days written notice thereof. Notice of termination shall be by certified mail. Upon termination, the ETMA shall pay the Contractor its allowable costs incurred to date of termination and those costs deemed necessary by ETMA to effect termination. In the event that the Contractor at any time during the entire term of the Contract breaches the requirements or conditions of the Contract, and does not, within ten (10) days of receipt of notice thereof from the ETMA, cure such breach or violation, the ETMA may immediately terminate the Contract and shall pay the Contractor only its allowable costs to date of termination. Contractor may terminate the contract at any time by giving the ETMA ninety (90) days' written notice to terminate.

If any party fails to perform its obligations because of strikes, lockouts, labor disputes, embargoes, acts of God, inability to obtain labor or materials or reasonable substitutes for labor or materials, governmental regulations, governmental controls, judicial orders,

enemy or hostile governmental action, civil commotion, fire or other casualty or other causes beyond the reasonable control of the party obligated to perform, then that party's performance shall be excused provided they give the other party written notice within five (5) days after the event causing the failure.

Despite anything to the contrary in this paragraph, if such causes of a party's failure to perform result from any act by that party, then such causes shall not excuse the performance of the provisions of this Contract by that party.

9. NO UNAUTHORIZED SUBCONTRACTING

Contractor may not subcontract any work covered by this Contract without the ETMA's express written consent.

10. CARRY-OVER TERMS

Given the necessity of ensuring continuity of service to passengers, and as further consideration for the compensation to be paid by the ETMA to Contractor for provision of services rendered hereunder, the ETMA and Contractor may agree to carryover the term of the Contract for three (3) consecutive one (1) month periods (referred to hereinafter as "Carry-Over Terms") under the base term or Option Period as the case may be, upon the same terms and conditions that govern the contractual relationship immediately preceding the Carry-Over Terms. The ETMA will notify Contractor in writing of the ETMA's intent to exercise each one month Carry-Over Term at least fifteen (15) days before each one month Carry-Over Term is to begin. Contractor acknowledges that ETMA is under no obligation to exercise any of the Carry-Over Terms and ETMA has made no representations committing it to exercise such Terms.

11. WAIVER OF CONDITIONS

The waiver of any provision, term or condition in these Contract Documents by the ETMA on any particular occasion shall not constitute a general waiver of said provision, term or condition, nor a release from the Contractor's obligation to otherwise perform or observe such condition or any other term or condition of the Contract.

12. SEVERABILITY

If any provision of this Contract, or the application thereof to any person or circumstance, is rendered or declared illegal for any reason or shall be invalid or unenforceable, the remainder of the circumstances shall not be affected thereby but shall be enforced to the greatest extent permitted by applicable law. The Parties agree to negotiate in good faith for a proper amendment to this Contract in the event any provision hereof is declared illegal, invalid, or unenforceable.

12. COMPLIANCE WITH LAW

Contractor shall comply, at Contractor's expense, with all applicable laws, regulations, rules and orders with respect to the performance under this Contractor, regardless of when they become or became effective, including, without limitation, those relating to construction, grading, signage, health, safety, noise, environmental protection, hazardous materials, waste disposal and water and air quality, and furnish satisfactory evidence of such compliance upon request of the ETMA. Before beginning work, Contractor shall also obtain, at Contractor's expense, any and all permits, licenses and approvals required to perform the services under this Contract and shall provide the ETMA with copies of such approvals upon request.

13. AUDITING AND RECORDS

At any time, ETMA may, at its own cost, conduct or have conducted an audit of the Contractor. If the audit determines that ETMA's dollar liability for Contractor's services is less than payments made by ETMA to Contractor, then Contractor will pay the difference in cash to ETMA, or, at ETMA's option, credit such overpayment against any future amounts owed by ETMA to Contractor. If the audit determines that ETMA's dollar liability for services provided under the contract is more than payments made by ETMA to Contractor, then ETMA will pay the difference to Contractor in cash.

Contractor shall maintain complete and accurate records with respect to costs, wages, expenses and receipts that relate to the performance of the services under this Contract.

All such records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible. Contractor shall provide free access to such books and records to the representatives of the ETMA or its designees at the property times, and gives the ETMA the right to examine and audit same, and to make transcripts therefrom as necessary, and to allow inspection of all work, data, documents, proceedings and activities related to this Contract. Such records, together with supporting documents, shall be kept separate from other documents and records and shall be maintained for a period of three (3) years after receipt of final payment.

If supplemental examination or audit of the records is necessary due to concerns raised by the ETMA's preliminary examination or audit of the records, and the ETMA's supplemental examination or audit of the records discloses a failure to adhere to appropriate internal financial controls or other breach of contract or failure to act in good faith, then Contractor shall reimburse the ETMA for all reasonable costs and expenses associated with the supplemental examination or audit.

14. GOVERNING LAW

The Contract hereunder shall be governed by the laws of the State of California.

15. ENTIRE AGREEMENT

This agreement supersedes any and all other agreements, either oral or in writing, between the parties hereto with respect to the subject matter hereof; and no other agreement, statement or promise relating to the subject matter of this Contract not contained herein shall be valid or binding.

16. NOTICES

Any and all notices, writings, correspondence, etc., as required by this Contract shall be directed to the ETMA and the Contractor, respectively, as follows:

Emeryville Transportation Management Association
Emeryville TMA
c/o ALTRANS TMA, Inc.
3609 Bradshaw Rd. Suite H-347
Sacramento, CA 95827
Attn: Daniel Oliver, Executive Director

Contractor

[CONTRACTOR CONTACT
INFORMATION]

IN WITNESS WHEREOF the ETMA and Contractor have executed this Contract effective as of the date the ETMA executes this Contract.

EMERYVILLE TRANSPORTATION
MANAGEMENT ASSOCIATION

CONTRACTOR

By: _____
Bobby Lee, Chair

Date

By: _____
[Contractor Signer]

Date

APPROVED AS TO FORM

By: _____
Michael N. Conneran, Legal
Counsel

Date

EXHIBIT A
SCOPE OF SERVICES
To be Completed

EXHIBIT B
COST FORMS
To be Completed

SAMPLE

EXHIBIT C
Tiered Pricing Form

Year 1											
	Emery Go-Round			West Berkeley Shuttle			8 to Go			Emery Express	
	Service Hour	Cost Per Service Hour	Fixed Cost Per Month	Service Hour	Cost Per Service Hour	Fixed Cost Per Month	Service Hour	Cost Per Service Hour	Fixed Cost Per Month	Service Hour	Cost Per Service Hour
20.00% - 24.99% Reduction											
15.00% - 19.99% Reduction											
10.00 - 14.99% Reduction											
Service Hour Baseline	32,500			2,500			1,500			2,150	
10.00% - 14.99% Increase											
15.00% - 19.99% Increase											
20.00% - 24.99% Increase											

	Year 2										
	Emery Go-Round			West Berkeley Shuttle			8 to Go			Emery Express	
	Service Hour	Cost Per Service Hour	Fixed Cost Per Month	Service Hour	Cost Per Service Hour	Fixed Cost Per Month	Service Hour	Cost Per Service Hour	Fixed Cost Per Month	Service Hour	Cost Per Service Hour
20.00% - 24.99% Reduction											
15.00% - 19.99% Reduction											
10.00 - 14.99% Reduction											
Service Hour Baseline	32,500			2,500			1,500			2,150	
10.00% - 14.99% Increase											
15.00% - 19.99% Increase											
20.00% - 24.99% Increase											

Attachment C: Cost Forms

The spreadsheet version of these forms can be found at www.emerygoround.com/procurements.

FORM 1.1: EMERY GO-ROUND OPERATIONS FIXED COST WORKSHEET

FIXED COSTS Emery Go-Round	2026 1/1/26 – 12/31/26	2027 1/1/27 – 12/31/27
PERSONNEL		
Management, Dispatchers, Support Staff, Maintenance Workers Wages (Itemize by position)		
Payroll Taxes		
Fringe Benefits		
Description of Support Staff: (if applicable)		
BUS STORAGE AND ADMINISTRATION FACILITY		
Office Equipment		
Office Supplies		
Printing/Copying/Postage		
VEHICLE		
Scheduled maintenance (excluding cleaning and disinfection)		
INSURANCE & LICENSING		
Business Liability		
Auto Liability		
Workers Compensation		
Other Insurance of Licensing		
Description of Other Insurance & Licensing:(if applicable)		
OTHER OVERHEAD		
Recruitment, uniforms, corporate support, etc. (Specify and itemize)		
START-UP		
Initial Start-Up (per detail in proposal)		
PROFIT		
Profit @ ____%		
TOTAL FIXED COSTS		
Total Annual Costs		
No. Months per Year	12	12
FIXED COSTS PER MONTH = Total Annual Costs ÷ No. Months		

Attachment C: Cost Forms, Cont'd

FORM 1.2: EMERY GO-ROUND OPERATIONS VARIABLE COST WORKSHEET

VARIABLE COSTS Emery Go-Round	2026 1/1/26 – 12/31/26	2027 1/1/27 – 12/31/27
PERSONNEL – show detail on FROM 1.3		
Driver Wages (During Service Hours)		
Driver Wages (During Training & Other Non-Service Hour Timeframes)		
Payroll Taxes		
Fringe Benefits @ ____%		
OTHER		
Other Costs, if any (please specify and itemize below)		
PROFIT		
Profit @ ____%		
TOTAL VARIABLE COSTS		
Total Annual Costs		
Annual Service Hours	32,500	32,500
COST PER SERVICE HOUR = Total Annual Cost ÷ Annual Service Hours		

Attachment C: Cost Forms, Cont'd

FORM 1.3: EMERY GO-ROUND OPERATIONS PERSONNEL COST DETAIL

[illegible]

Attachment C: Cost Forms, Cont'd

FORM 2.1: WEST BERKELEY SHUTTLE OPERATIONS FIXED COST WORKSHEET

FIXED COSTS West Berkeley Shuttle	2026 1/1/26 – 12/31/26	2027 1/1/27 – 12/31/27
PERSONNEL		
Management, Dispatchers, Support Staff, Maintenance Workers Wages (Itemize by position)		
Payroll Taxes		
Fringe Benefits		
Description of Support Staff: (if applicable)		
BUS STORAGE AND ADMINISTRATION FACILITY		
Office Equipment		
Office Supplies		
Printing/Copying/Postage		
VEHICLE		
Vehicle Cost: including 1 bus, fuel, and maintenance (excluding cleaning and disinfection)		
INSURANCE & LICENSING		
Business Liability		
Auto Liability		
Workers Compensation		
Other Insurance of Licensing		
Description of Other Insurance & Licensing:(if applicable)		
OTHER OVERHEAD		
Recruitment, uniforms, corporate support, etc. (Specify and itemize)		
START-UP		
Initial Start-Up (per detail in proposal)		
PROFIT		
Profit @ ____%		
TOTAL FIXED COSTS		
Total Annual Costs		
No. Months per Year	12	12
FIXED COSTS PER MONTH = Total Annual Costs ÷ No. Months		

Attachment C: Cost Forms, Cont'd

FORM 2.2: WEST BERKELEY SHUTTLE OPERATIONS VARIABLE COST WORKSHEET

VARIABLE COSTS West Berkeley Shuttle	2026 1/1/26 – 12/31/26	2027 1/1/27 – 12/31/27
PERSONNEL		
Driver Wages (During Service Hours)		
Driver Wages (During Training & Other Non-Service Hour Timeframes)		
Payroll Taxes		
Fringe Benefits @ ____%		
OTHER		
Other Costs, if any (please specify and itemize below)		
PROFIT		
Profit @ ____%		
TOTAL VARIABLE COSTS		
Total Annual Costs		
Annual Service Hours	2,500	2,500
COST PER SERVICE HOUR = Total Annual Cost ÷ Annual Service Hours		

Attachment C: Cost Forms, Cont'd

FORM 3.1: 8 TO GO PARATRANSIT OPERATIONS FIXED COST WORKSHEET

FIXED COSTS 8 to Go	2026 1/1/26 – 12/31/26	2027 1/1/27 – 12/31/27
PERSONNEL		
Management, Dispatchers, Support Staff, Maintenance Workers Wages (Itemize by position)		
Payroll Taxes		
Fringe Benefits		
Description of Support Staff: (if applicable)		
BUS STORAGE AND ADMINISTRATION FACILITY		
Office Equipment		
Office Supplies		
Printing/Copying/Postage		
VEHICLE		
Scheduled maintenance (excluding cleaning and disinfection)		
INSURANCE & LICENSING		
Business Liability		
Auto Liability		
Workers Compensation		
Other Insurance of Licensing		
Description of Other Insurance & Licensing:(if applicable)		
OTHER OVERHEAD		
Recruitment, uniforms, corporate support, etc. (Specify and itemize)		
START-UP		
Initial Start-Up (per detail in proposal)		
PROFIT		
Profit @ ____%		
TOTAL FIXED COSTS		
Total Annual Costs		
No. Months per Year	12	12
FIXED COSTS PER MONTH = Total Annual Costs ÷ No. Months		

Attachment C: Cost Forms, Cont'd

FORM 3.2: 8 TO GO PARATRANSIT OPERATIONS VARIABLE COST WORKSHEET

VARIABLE COSTS 8 to Go	2026 1/1/26 – 12/31/26	2027 1/1/27 – 12/31/27
PERSONNEL		
Driver Wages (During Service Hours)		
Driver Wages (During Training & Other Non-Service Hour Timeframes)		
Payroll Taxes		
Fringe Benefits @ ____%		
OTHER		
Other Costs, if any (please specify and itemize below)		
PROFIT		
Profit @ ____%		
TOTAL VARIABLE COSTS		
Total Annual Costs		
Annual Service Hours	1,500	1,500
COST PER SERVICE HOUR = Total Annual Cost ÷ Annual Service Hours		

Attachment C: Cost Forms, Cont'd

FORM 4.1: THE EMERY EXPRESS OPERATIONS FIXED VARIABLE COST WORKSHEET

FIXED VARIABLE COSTS The Emery Express	2026 1/1/26 – 12/31/26	2027 1/1/27 – 12/31/27
PERSONNEL		
Management, Dispatchers, Support Staff, Maintenance Workers, Drivers Wages (Itemize by position)		
Payroll Taxes		
Fringe Benefits		
Description of Support Staff: (if applicable)		
BUS STORAGE AND ADMINISTRATION FACILITY		
Office Equipment		
Office Supplies		
Printing/Copying/Postage		
VEHICLE		
Vehicle Cost: including 1 bus, and maintenance, excluding fuel (to be billed at cost) (excluding cleaning and disinfection)		
INSURANCE & LICENSING		
Business Liability		
Auto Liability		
Workers Compensation		
Other Insurance of Licensing		
Description of Other Insurance & Licensing:(if applicable)		
OTHER OVERHEAD		
Recruitment, uniforms, corporate support, etc. (Specify and itemize)		
START-UP		
Initial Start-Up (per detail in proposal)		
PROFIT		
Profit @ ____%		
TOTAL FIXED COSTS		
Total Annual Costs		
Annual Service Hours	2,150	2,150
COST PER SERVICE HOUR = Total Annual Cost ÷ Annual Service Hours		

Attachment D: Fleet List

TABLE 4: CURRENT FLEET LIST

BUS #	YEAR	MAKE/MODEL	MILEAGE
683	2013	International UC	189,005
207	2014	International 3200	142,019
208	2014	International 3200	138,742
215	2015	International 3200	117,662
216	2015	International 3200	133,578
920	2016	International 4300	185,266
921	2016	International 4300	152,207
922	2016	International 4300	169,315
649	2016	International 4300	137,188
650	2016	International 4300	137,463
651	2016	International 4300	165,273
696	2017	IC Corporation RC505	155,963
697	2017	IC Corporation RC505	129,968
698	2017	IC Corporation RC505	160,703
8698	2018	International 4300	138,082
8699	2018	International 4300	145,809
8700	2018	International 4300	121,842
8701	2018	International 4300	114,022
751	2019	International PC505	92,102
752	2019	International PC505	94,136
753	2019	International PC505	84,569

VAN #	YEAR	MAKE/MODEL	MILEAGE
743	2016	Dodge Caravan	52,898
V933	2023	Ford Transit	1,343

Fleet mileage recorded through February 27, 2025

Attachment E: Vehicle Cleaning Schedule

End of Each Trip

- Drivers will walk the length of the interior of the vehicle inspecting the condition of the seats, floors, walls and windows to identify conditions that require immediate cleaning.
- Drivers will pick up any trash or debris

Daily Cleaning of Vehicles in Service

- Daily Disinfecting
- At the beginning and end of each shift, drivers will complete a thorough inspection of the vehicle (interior and exterior) to ensure that it is kept clean, visibly free of debris, vermin and odors
- Remove trash from driver's door pockets

Three Times Per Week (minimum)

The below tasks should be completed three times per week at a minimum. A fleet cleaning plan will be developed to ensure that all vehicles are cleaned on alternating schedules to accommodate those in service during scheduled cleanings.

- Full sweep and mopping of floors
- Wipe down of driver's area (includes dashboard/cup holders)
- Wipe down high-touch points, such as bars and railings
- Wipe down vinyl seats
- Interior window cleaning

Weekly

- Exterior
 - Soap foam/brush/pressure rinse bus
 - Scrub mirrors
 - Remove brake dust

As Needed

- Graffiti Removal (interior and exterior)
- Thorough cleaning and disinfecting of feces, urine, vomit, blood, or any other substances that may pose health and safety risks

Quality Assurance

- Daily
 - It is the driver's responsibility to ensure the vehicle is free of debris and such, during both their layovers and Post-Trip inspections.
 - Road Supervisor or manager will verify at the end of each shift that the vehicles are clean and free of clutter.
- Weekly
 - Completion of Weekly Vehicle Cleaning log
 - Operations management will review the log and determine if cleaning meets standards

Attachment F: Workforce Retention Declaration Form

In the performance of this Agreement, the Proposer and its subcontractors declare that they

_____ will _____ will not (please check one)

retain the employees (as defined by California Labor Code Section 1071(d)) of the prior contractor or subcontractors, except for reasonable and substantiated cause, for a period of at least 90 days.

The Contractor and subcontractors that declare they will retain such employees will be responsible for the duties and obligations provided in California Labor Code Section 1072, including making a written offer of employment to each employee to be retained, and if fewer employees are necessary under the new contract, retaining qualified employees by seniority within the job classification.

PROPOSER'S INFORMATION	
Name of the Firm	
Contact Name	
Title	
Phone	
Email	
Signature	
Date	

Attachment G: Current Contractor Wages & Benefits

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, 2025.

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	11/1/2007	\$ 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	\$ 31.97	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	11/2/2023	\$ 27.61	Teamsters-853
Driver	Regular Full-Time	2/5/2024	\$ 26.50	Teamsters-853
Driver	Regular Full-Time	3/4/2024	\$ 26.50	Teamsters-853
Driver	Regular Full-Time	10/15/2024	\$ 26.50	Teamsters-853
Driver	Regular Full-Time	11/4/2024	\$ 33.56	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

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.

Current CBA, through December 31, 2025, is provided below.

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

Non-Bargained, Non-Exempt personnel:

There are also non-exempt non-bargained personnel supporting the services.

Position	Status	Seniority Date	Rate of Pay	Union
Road Supervisor	Regular Full-Time	9/12/2022	\$ 28.89	NON-BARG
Road Supervisor	Regular Full-Time	12/30/2019	\$ 28.89	NON-BARG

All full-time employees (30 hours or more per week) are eligible to participate in MV's benefits programs.

Benefit	Exempt Personnel
Vacation Pay Accrual (bi-weekly accrual)	3.08 hours from hire date to 3 rd anniversary, 4.62 hours years 4-10, and 6.15 hours after 10 years of service.
Medical/Dental Insurance	Employees are offered employee, employee plus spouse, employee plus children and employee plus family medical, vision and dental coverage.
Flexible Spending Accounts (Health Care FSA and Dependent Care FSA)	Savings/spending accounts for pre-tax dollars to cover out-of-pocket medical expenses, childcare, or eldercare expenses during working hours.
Employee Assistance Program	Confidential counseling services at no cost for employees and family members, and 24/7 well-being resource for counseling, financial assistance, legal problems, and many other issues.
Life and AD&D Insurance	Voluntary supplemental life insurance and accidental death and dismemberment insurance plans for employees, spouse/domestic partner, and children.
Holiday Pay	Seven holidays per year
401(k)	MV offers a \$0.20 per \$1.00 match on each employee's first 6 percent contribution per year.
Sick Pay	40 hours upon entering the company and 40 hours each January thereafter.

Below are the medical, dental and vision plans offered including the employee cost and the employer cost.

Hourly Non-Union			
	Employee Costs	Employer Costs	Total Costs
Medical/Rx - Open Choice PPO			
Pay Rates of \$7.25 - \$14.42			
Employee Only	\$62.20	\$498.36	\$560.56
Employee + Spouse	\$330.84	\$902.38	\$1,233.22
Employee + Child(ren)	\$165.82	\$843.18	\$1,009.00
Employee + Family	\$358.04	\$1,323.62	\$1,681.66
Pay Rates of \$14.43 - \$16.83			
Employee Only	\$83.82	\$476.74	\$560.56
Employee + Spouse	\$392.16	\$841.06	\$1,233.22
Employee + Child(ren)	\$195.84	\$813.16	\$1,009.00
Employee + Family	\$422.60	\$1,259.06	\$1,681.66
Pay Rates of \$16.84+			
Employee Only	\$95.98	\$464.58	\$560.56
Employee + Spouse	\$450.28	\$782.94	\$1,233.22
Employee + Child(ren)	\$224.68	\$784.32	\$1,009.00
Employee + Family	\$488.62	\$1,193.04	\$1,681.66

Hourly Non-Union			
	Employee Costs	Employer Costs	Total Costs
Dental - Delta Dental PDP			
Employee Only	\$31.73	\$0.00	\$31.73
Employee + Spouse	\$68.30	\$0.00	\$68.30
Employee + Child(ren)	\$65.26	\$0.00	\$65.26
Employee + Family	\$113.26	\$0.00	\$113.26

Hourly Non-Union			
	Employee Costs	Employer Costs	Total Costs
Dental - Delta Co-Pay			
Employee Only	\$12.22	\$0.00	\$12.22
Employee + Spouse	\$26.30	\$0.00	\$26.30
Employee + Child(ren)	\$25.12	\$0.00	\$25.12
Employee + Family	\$43.60	\$0.00	\$43.60

Hourly Non-Union			
	Employee Costs	Employer Costs	Total Costs
Vision - VSP Vision Care			
Employee Only	\$5.60	\$0.00	\$5.60
Employee + Spouse	\$11.22	\$0.00	\$11.22
Employee + Child(ren)	\$11.99	\$0.00	\$11.99
Employee + Family	\$19.17	\$0.00	\$19.17

LABOR AGREEMENT

BETWEEN

MV TRANSPORTATION

EMERYVILLE, CALIFORNIA
(Drivers & Road Supervisor/Dispatcher)



AND

TEAMSTERS LOCAL 853

AFFILIATED WITH
THE INTERNATIONAL BROTHERHOOD OF TEAMSTERS

January 1, 2023 – December 31, 2025

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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 twelve (12) 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

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.

Section 13.5 – Route Construction

The Company shall make a reasonable effort to construct as many routes for the East Bay contract at, or near, 40 hours per week. However, the parties agree that the Company shall have sole authority and discretion with regard to assigning the number of hours in any given route or routes.

The final decision regarding work schedules is a management right held by the Company. The Company shall review the bid with the Union and its representatives prior to the bid. The start times may fluctuate thirty minutes before or after the start time on the bid. Fifteen (15) calendar days prior to the bid, the Company shall distribute the bid to the Union. Upon request, the Union and representatives can request to meet and confer with the Company in order to address any errors in the bid. Further, the parties agree that any dispute arising out of the enforcement of this section shall be resolved in the grievance process, and shall be limited to the expedited arbitration procedure.

Section 13.6 - 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.

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 From Outside The Bargaining Unit. Employees transferring into the San Leandro Division from another MVT location shall be given credit for their Company time within the Wage Table and benefit levels as contained in this Agreement. This time shall not be credited for bidding, work opportunity or layoff provisions as contained herein.

Section 14.10 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. Bidding within, and between revenue agreements represented under the San Leandro collective bargaining agreement excluding Regional Center employees.

- (a) Employees may only bid on routes/pieces of work that they are fully qualified to work as determined by the Company.
- (b) Priority of bidding outside revenue agreements shall be based on seniority.
- (c) Additional bids may be conducted as directed by the client, when needed due to changes in service, or as operational needs dictate.

Section 15.3. 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 15.4. 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:

- January 1, 2023 - \$597.00
- October 1, 2023 - \$620.88
- October 1, 2024 - \$645.72
- October 1, 2025 - \$671.54

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:

- \$0.30 per hour worked beginning January 1, 2023.
- \$0.40 per hour worked beginning January 1, 2024.
- \$0.50 per hour worked beginning January 1, 2025.

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
- 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	1/1/2023	1/1/2024	1/1/2025
Start	\$24.50	\$25.50	\$26.50
1 Year	\$25.61	\$26.61	\$27.61
2 Year	\$26.86	\$27.86	\$28.86
3 Year	\$28.76	\$29.76	\$30.76
4 Year	\$29.57	\$30.57	\$31.57
5 Year	\$29.97	\$30.97	\$31.97
6 Years	\$30.35	\$31.35	\$32.35
7 Years	\$30.75	\$31.75	\$32.75
8 Years	\$31.16	\$32.16	\$33.16
9 Years	\$31.56	\$32.56	\$33.56
10+ Years	\$34.77	\$35.77	\$36.77

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 28.1 - 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.

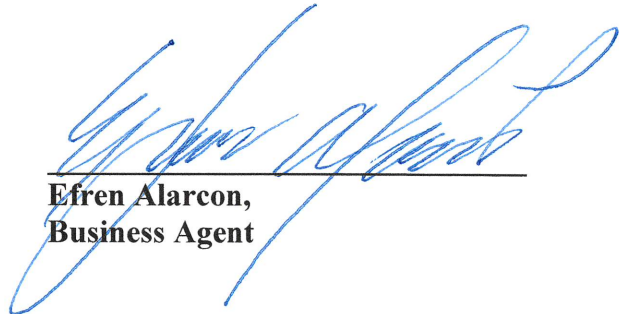
Section 28.2 - Waiver of Bargaining During Term. Notwithstanding any provision of this Agreement, the parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not 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 fifth day of December 2022.

For MV Transportation, Inc.:


Tommy Bossaller,
Labor Relations Director

For Teamsters Local No. 853:


Efren Alarcon,
Business Agent



Tommy Bossaller
Labor Relations Director
MV Transportation Inc.
Tommy.Bossaller@mvtransit.com
(210) 683-0746

December 22, 2022

Efren Alarcon
Business Representative
Teamsters Local No. 853

Side Letter No. 1 (Road Supervisor/Dispatcher Recognition)

Effective January 1, 2023, in accordance with Article 2, Section 1 of this CBA, the Company agrees to recognize the Union (Teamsters Local No. 853) as the exclusive bargaining agent for all Road Supervisors/Dispatchers working out of Emeryville Division 294. This newly organized classification of employees will have the following inexhaustive list of job duties and responsibilities:

- Conduct site checks and road observations according to Client and local policy. Document findings accordingly and provide necessary reports to project staff.
- Conduct wheelchair securement and vehicle cleanliness checks on in-service vehicles.
- Monitor street operations for on-time performance and schedule and route adherence.
- Provide customer information for site personnel and at key locations.
- Respond to accidents and incidents assisting to manage the situation as well as collecting all required information, assist dispatch and operations staff in resuming service levels according to contract specifications and minimizing passenger disruptions.
- Accompany operators to medical facilities as required after accident or injury, ensure proper administration of post-accident drug and alcohol testing.
- Fill vacant shifts as necessary to ensure full-service delivery.
- Conduct gate checks at pull-out or pull-in times ensuring on-time service and proper completion of necessary paperwork including manifests and pre- and post-trip inspections.
- Identify potential rerouting required as a result of traffic, construction or accident situations.
- Ensure that all operators are fit for duty, meet uniform and equipment standards and are in possession of proper licensing and certifications.
- Assist operators with service or passenger problems.
- Assist dispatch and maintenance staff with vehicle change outs that occur in the field.
- Provide feedback to safety and operations departments on service items that affect safety and performance, identify potential safety hazards, and provide feedback to be incorporated into daily operations procedures.
- Assist in determination of preventability of accidents and incidents and make recommendations for future training based on individual events or on system trends.
- Accurately document all field observations and ensure file maintenance.

In exchange for the services provided above, and in addition to the enhancements already provided in the CBA as a member of the Emeryville bargaining unit, employees working under the classification of Road Supervisor/Dispatcher will receive the following wage progressions over the life of the CBA:

Wage Scale	1/1/23	1/1/24	1/1/25
START	\$25.00	\$26.00	\$27.00

It is further understood that when/if the Road Supervisor/Dispatcher is used to perform work as a driver, the employee will be compensated in accordance with the Driver's wage scale (based on applicable seniority date) only for the time spent working as a driver.

EXAMPLE: Robert spends the first six hours of his normal shift as a Road Supervisor/Dispatcher but spends the last two hours of his shift covering for a driver that went home sick. The Road Supervisor/Dispatcher will be compensated for the first six hours at the Road Supervisor/Dispatcher rate of pay and the last two hours at the Driver's rate of pay (based on applicable seniority date).

Except as specifically provided herein, nothing contained in this Agreement shall be construed as modifying, amending, or superseding any of the provisions of existing Collective Bargaining Agreements between the Organization and the Company.

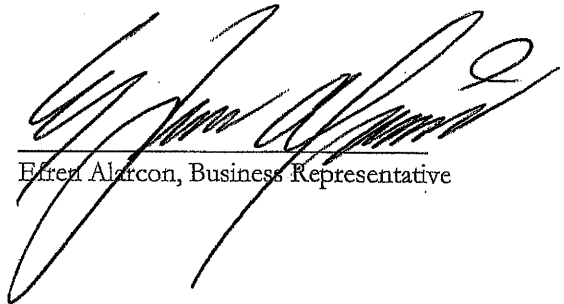
If the above accurately reflects our understanding, please affix your signature in the line provided below.

For MV Transportation Inc.:



Tommy Bossaller, Director of Labor Relations

For Teamsters Local No. 853:



Efrén Alarcón, Business Representative