



ESTA BOARD AGENDA

Regular Meeting

Friday, January 10, 2020 at 9:00am
City of Bishop Council Chambers
301 West Line St, Bishop, California
The Agenda is available at www.estransit.com

Chairperson: Bob Gardner

Vice-Chairperson: Jim Ellis

Board Members:

Cleland Hoff (Mammoth Lakes)
Karen Schwartz (Bishop)
Jim Ellis (Bishop)
Dan Totheroh (Inyo County)

Jeff Griffiths (Inyo County)
Jennifer Kreitz (Mono County)
Bill Sauser (Mammoth Lakes)
Bob Gardner (Mono County)

Note: In compliance with the Americans with Disabilities Act, if an individual requires special assistance to participate in this meeting, please contact Eastern Sierra Transit at (760) 872-1901 ext. 15 or 800-922-1930. Notification 48 hours prior to the meeting will enable the Authority to make reasonable arrangements to ensure accessibility to this meeting. (28 CFR 13.102-35.104 ADA Title II)

Call to Order

Pledge of Allegiance

Roll Call

Public Comment: The Board reserves this portion of the agenda for members of the public to address the Eastern Sierra Transit Authority Board on any items not on the agenda and within the jurisdiction of the Board. The Board will listen to all communication, but in compliance with the Brown Act, will not take any action on items that are not on the agenda.

A. Information Agenda

- A-1 Executive Director Report
 - Reporting on ESTA activities and performance
- A-2 Financial Report – FY 2019-20
- A-3 Operations Report

B. Action Agenda

- B-1 Approve ESTA Employee Association (EEA) Labor Memorandum of Understanding

- B-2 Approve Resolution #2020-01 Authorizing the Executive Director to File and Exeute Applications Pursant to Section 5311 and 5311(f) of the Federal Transit Act

C. Consent Agenda

The following items are considered routine and non-controversial by staff and will be approved by one motion if no member of the ESTA or public wishes an item removed. If discussion is desired by anyone, the item will be removed from the consent agenda and will be considered separately. Questions of clarification may be made by ESTA Board members, without the removal of the item from the Consent Agenda.

- C-1 Approval of Meeting Minutes of December 13, 2019

D. Board Member Comments

E. Closed Sessions

- E-1 CONFERENCE WITH LEGAL COUNSEL: It is the intention of the Board to meet in closed session concerning the following item: Executive Director Performance Evaluation (Govt. Code Section 54957)
- E-2 Report on Closed session as required by law.

F. Adjournment

The next scheduled regular meeting will be February 14, 2020, in the Town of Mammoth Lakes Council Chambers, 2520 Main St., Ste. Z, Mammoth Lakes, CA at 11:00 am.

STAFF REPORT

Subject: Executive Director's Report
Presented by: Phil Moores, Executive Director

Safety:

An employee fell and struck his head while laying over in Sparks. He was treated in urgent care and released. Despite needing stitches to the wound, he drove home after resting a couple hours. He is expected to recover quickly.

Maintenance:

We have a 40-foot bus in the shop in Nevada for an engine rebuild. The piston rings were worn. I met with Town staff to discuss our preventative maintenance program and it was agreed to inspect the buses in Mammoth every 45 days and change engine oil every 5000 miles. We are monitoring the fiscal impact of the increased schedule. The quote for repairing the bus is \$34,000. These buses must last for many more years.

STAFF REPORT

Subject: Financial Report – FY 2019/20
Initiated by: Karie Bentley, Administration Manger

The year-to-date roll-up and fund balance reports for the 2019/20 fiscal year are included on the following pages. Reports are as of January 2, 2020.

Fuel cost per gallon has been running at about 19% below budget, however, the low actual expense on the financial report for fuel and maintenance is primarily a result of not yet being in receipt of billings from the Town of Mammoth Lakes for the month of November or December.

The table below summarizes the year-to-date revenue and the expenses by major expense category.

ESTA Operating Expenses FY 19/20			
% of fiscal year →			50.1%
Category	Budget	Actual Year to Date	% of Budget
Total Revenue	5,408,210	1,849,231	34.2%
EXPENSES			
Total Salaries	2,088,694	914,925	43.8%
Total Benefits	770,029	297,879	38.7%
Total Insurance	323,760	282,886	87.4%
Total Maintenance	644,789	229,928	35.7%
Facilities	257,274	95,727	37.2%
Total Services	213,874	84,459	39.5%
Fuel	632,751	194,270	30.7%
Other	337,758	37,219	11.0%
Total Expenses	5,268,929	2,137,293	40.6%

COUNTY OF INYO

Budget to Actuals with Encumbrances by Key/Obj

Ledger: GL

As of 1/2/2020

Object	Description	Budget	Actual	Encumbrance	Balance	%
Key: 153298 - ESTA - BUDGET						
OPERATING						
Revenue						
Expenditure						
NET OPERATING		0.00	0.00	0.00	0.00	
CAPITAL ACCOUNT						
Revenue						
Expenditure						
NET CAPITAL ACCOUNT		0.00	0.00	0.00	0.00	
Key: 153299 - EASTERN SIERRA TRANSIT						
OPERATING						
Revenue						
4061	LOCAL TRANSPORTATION TAX	1,272,738.00	468,071.59	0.00	804,666.41	36.77
4065	STATE TRANSIT ASST	503,314.00	0.00	0.00	503,314.00	0.00
4301	INTEREST FROM TREASURY	24,000.00	19,838.60	0.00	4,161.40	82.66
4498	STATE GRANTS	35,355.00	35,355.00	0.00	0.00	100.00
4499	STATE OTHER	70,940.00	0.00	0.00	70,940.00	0.00
4555	FEDERAL GRANTS	515,601.00	0.00	0.00	515,601.00	0.00
4599	OTHER AGENCIES	921,794.00	392,999.23	0.00	528,794.77	42.63
4747	INSURANCE PAYMENTS	0.00	1,816.77	0.00	(1,816.77)	0.00
4819	SERVICES & FEES	2,052,468.00	928,247.69	0.00	1,124,220.31	45.22
4959	MISCELLANEOUS REVENUE	12,000.00	2,902.19	0.00	9,097.81	24.18
Revenue Total:		5,408,210.00	1,849,231.07	0.00	3,558,978.93	34.19
Expenditure						
5001	SALARIED EMPLOYEES	1,510,603.00	615,673.60	0.00	894,929.40	40.75
5003	OVERTIME	75,106.00	34,227.46	0.00	40,878.54	45.57
5005	HOLIDAY OVERTIME	124,696.00	52,535.07	0.00	72,160.93	42.13
5012	PART TIME EMPLOYEES	378,289.00	212,489.31	0.00	165,799.69	56.17
5021	RETIREMENT & SOCIAL SECURITY	51,858.00	19,087.31	0.00	32,770.69	36.80
5022	PERS RETIREMENT	221,020.00	93,391.72	0.00	127,628.28	42.25
5031	MEDICAL INSURANCE	306,000.00	98,373.66	0.00	207,626.34	32.14
5043	OTHER BENEFITS	39,398.00	12,409.92	0.00	26,988.08	31.49
5045	COMPENSATED ABSENCE EXPENSE	146,000.00	73,283.44	0.00	72,716.56	50.19
5047	EMPLOYEE INCENTIVES	5,753.00	1,332.65	0.00	4,420.35	23.16
5111	CLOTHING	10,600.00	577.55	0.00	10,022.45	5.44
5152	WORKERS COMPENSATION	102,180.00	101,122.00	0.00	1,058.00	98.96
5154	UNEMPLOYMENT INSURANCE	43,000.00	3,222.98	0.00	39,777.02	7.49
5158	INSURANCE PREMIUM	178,580.00	178,541.00	0.00	39.00	99.97
5171	MAINTENANCE OF EQUIPMENT	613,789.00	227,305.80	0.00	386,483.20	37.03
5173	MAINTENANCE OF EQUIPMENT-	19,500.00	2,622.53	0.00	16,877.47	13.44
5191	MAINTENANCE OF STRUCTURES	11,500.00	0.00	0.00	11,500.00	0.00
5211	MEMBERSHIPS	2,300.00	890.00	0.00	1,410.00	38.69
5232	OFFICE & OTHER EQUIP < \$5,000	15,500.00	160.04	0.00	15,339.96	1.03
5238	OFFICE SUPPLIES	8,000.00	3,590.67	0.00	4,409.33	44.88
5253	ACCOUNTING & AUDITING SERVICE	49,750.00	11,812.50	0.00	37,937.50	23.74
5260	HEALTH - EMPLOYEE PHYSICALS	5,890.00	3,055.00	0.00	2,835.00	51.86
5263	ADVERTISING	53,700.00	19,066.61	0.00	34,633.39	35.50
5265	PROFESSIONAL & SPECIAL SERVICE	104,534.00	50,524.39	0.02	54,009.59	48.33
5291	OFFICE, SPACE & SITE RENTAL	194,648.00	84,949.54	0.00	109,698.46	43.64

COUNTY OF INYO

Budget to Actuals with Encumbrances by Key/Obj

Ledger: GL

As of 1/2/2020

Object	Description	Budget	Actual	Encumbrance	Balance	%
5311	GENERAL OPERATING EXPENSE	60,440.00	20,641.59	0.00	39,798.41	34.15
5326	LATE FEES & FINANCE CHARGES	0.00	46.50	0.00	(46.50)	0.00
5331	TRAVEL EXPENSE	9,600.00	4,851.30	0.00	4,748.70	50.53
5332	MILEAGE REIMBURSEMENT	32,468.00	6,461.80	0.00	26,006.20	19.90
5351	UTILITIES	62,626.00	10,777.10	0.00	51,848.90	17.20
5352	FUEL & OIL	632,751.00	194,270.31	0.00	438,480.69	30.70
5539	OTHER AGENCY CONTRIBUTIONS	60,000.00	0.00	0.00	60,000.00	0.00
5901	CONTINGENCIES	138,850.00	0.00	0.00	138,850.00	0.00
Expenditure Total:		<u>5,268,929.00</u>	<u>2,137,293.35</u>	<u>0.02</u>	<u>3,131,635.63</u>	<u>40.56</u>
NET OPERATING		<u>139,281.00</u>	<u>(288,062.28)</u>	<u>(0.02)</u>	<u>427,343.30</u>	
CAPITAL ACCOUNT						
Revenue						
4066	PTMISEA	278,742.00	0.00	0.00	278,742.00	0.00
4067	STATE TRANSIT ASST-CAPITAL	160,952.00	0.00	0.00	160,952.00	0.00
4495	STATE GRANTS - CAPITAL	61,568.00	61,568.00	0.00	0.00	100.00
4557	FEDERAL GRANTS - CAPITAL	705,957.00	0.00	0.00	705,957.00	0.00
Revenue Total:		<u>1,207,219.00</u>	<u>61,568.00</u>	<u>0.00</u>	<u>1,145,651.00</u>	<u>5.09</u>
Expenditure						
5640	STRUCTURES & IMPROVEMENTS	707,071.00	0.00	0.00	707,071.00	0.00
5650	EQUIPMENT	101,568.00	0.00	0.00	101,568.00	0.00
5655	VEHICLES	432,672.00	0.00	0.00	432,672.00	0.00
Expenditure Total:		<u>1,241,311.00</u>	<u>0.00</u>	<u>0.00</u>	<u>1,241,311.00</u>	<u>0.00</u>
NET CAPITAL ACCOUNT		<u>(34,092.00)</u>	<u>61,568.00</u>	<u>0.00</u>	<u>(95,660.00)</u>	
TRANSFERS						
Revenue						
Expenditure						
5798	CAPITAL REPLACEMENT	158,990.00	0.00	0.00	158,990.00	0.00
Expenditure Total:		<u>158,990.00</u>	<u>0.00</u>	<u>0.00</u>	<u>158,990.00</u>	<u>0.00</u>
NET TRANSFERS		<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	
153299 Total:		<u>(53,801.00)</u>	<u>(226,494.28)</u>	<u>(0.02)</u>	<u>172,693.30</u>	

COUNTY OF INYO
UNDESIGNATED FUND BALANCES

AS OF 06/30/2020

	Claim on Cash 1000	Accounts Receivable 1100,1105,1160	Loans Receivable 1140	Prepaid Expenses 1200	Accounts Payable 2000	Loans Payable 2140	Deferred Revenue 2200	Computed Fund Balance	Encumbrances	Fund Balance Undesignated
ESTA - EASTERN SIERRA TRANSIT AUTHORI										
1532 EASTERN SIERRA TRANSIT	2,419,512	155,672	18,000		(40,305)			2,633,489		2,633,489
1533 ESTA ACCUMULATED	1,214,588							1,214,588		1,214,588
1534 ESTA GENERAL RESERVE	523,528							523,528		523,528
1535 ESTA BUDGET STAB	209,409							209,409		209,409
1536 REDS MEADOW ROAD	110,555							110,555		110,555
6813 JARC-LONE PINE/BISHOP	23,113					3,000		20,113		20,113
6814 JARC-MAMMOTH EXPRESS	48,548							48,548		48,548
6817 GOOGLE TRANSIT PHASE 2	55							55		55
6818 CAPP-CLEAN AIR PROJECT	2,923							2,923		2,923
6819 MOBILITY MANAGEMENT 14	2,227							2,227		2,227
6820 NON-EMERGENCY TRAN REIM	116					10,000		(9,884)		(9,884)
6821 BISHOP YARD-ESTA	198					5,000		(4,802)		(4,802)
6822 LCTOP-ELECTRIC VEHICLE	88,643							88,643		88,643
6823 PTMISEA-CAPITAL PROJECT						1		(1)		(1)
6824 ESTA-LCTOP	17,421				90			17,331		17,331
ESTA Totals	4,660,836	155,672	18,000		(40,215)	18,001		4,856,722		4,856,722
Grand Totals	4,660,836	155,672	18,000		(40,215)	18,001		4,856,722		4,856,722

MONTHLY OPERATIONS REPORT November 2019

	Nov-19	Oct-19	Percent Change	Nov-18	Percent Change
PASSENGERS					
Adult	36,915	18,423	100.4%	37,184	-0.7%
Senior	1,670	2,041	-18.2%	1,719	-2.9%
Disabled	602	803	-25.0%	830	-27.5%
Wheelchair	231	287	-19.5%	285	-18.9%
Child	5,247	2,515	108.6%	5,531	-5.1%
Child under 5	143	282	-49.3%	278	-48.6%
Total Passengers	44,808	24,351	84.0%	45,827	-2.2%
FARES	\$25,866.40	\$32,106.55	-19.4%	\$27,296.30	-5.2%
SERVICE MILES	62,747	64,675	-3.0%	67,302	-6.8%
SERVICE HOURS	3,772	3,626	4.0%	3,871	-2.6%
Passengers per Hour	11.88	6.72	76.9%	11.84	0.3%

RIDERSHIP COMPARISON				
REPORT MONTH - THIS YEAR/LAST YEAR				
Route	Nov-19	Nov-18	Variance	% Change
Mammoth Express	377	372	5	1.3%
Lone Pine Express	231	223	8	3.6%
Lone Pine DAR	311	296	15	5.1%
Tecopa	10	9	1	11.1%
Walker DAR	25	115	-90	-78.3%
Bridgeport to G'Ville	10	18	-8	-44.4%
Benton to Bishop	44	53	-9	-17.0%
Bishop DAR	3,051	3,485	-434	-12.5%
Nite Rider	357	314	43	13.7%
Mammoth FR	14,112	16,536	-2,424	-14.7%
Mammoth DAR	107	141	-34	-24.1%
Reno	436	415	21	5.1%
Lancaster	367	364	3	0.8%
MMSA	25,370	23,486	1,884	8.0%
TOTALS	44,808	45,827	-1,019	-2.2%

PASSENGERS PER SERVICE HOUR				
REPORT MONTH - THIS YEAR/LAST YEAR				PAX MILES/
Route	Nov-19	Nov-18	% Change	SVC HOUR
Mammoth Express	5.10	4.83	5.5%	
Lone Pine Express	2.59	2.31	12.2%	
Lone Pine DAR	2.47	2.22	11.3%	
Tecopa	0.77	0.68	12.5%	
Walker DAR	0.21	0.77	-73.0%	
Bridgeport to G'Ville	0.93	0.73	27.5%	
Benton to Bishop	2.75	3.88	-29.2%	
Bishop DAR	3.56	3.97	-10.4%	
Nite Rider	4.73	4.56	3.8%	
Mammoth FR	13.90	15.43	-9.9%	
Mammoth DAR	0.70	0.86	-18.3%	
Reno	1.75	1.51	16.2%	146.03
Lancaster	1.69	1.64	2.7%	158.34
MMSA	33.64	34.43	-2.3%	
Total	11.88	11.84	0.3%	

Route	Fares	Adults	Snr	Dis	W/C	Child	Free	Total Pax	Yd Hrs	Svc Hours	Yd Mi	SVC MILES	AVG FARE	REV/SVC MILE	PAX / SVC HR	MI / SVC HR	PAX / SVC MI
Nov-19																	
Mammoth Express	\$1,767.50	336	32	0	0	0	9	377	84	74	3,324	3,274	4.69	.54	5.10	45.0	0.12
Lone Pine Express	\$1,147.00	107	103	11	2	2	6	231	105	89	4,352	4,112	4.97	.28	2.59	48.8	0.06
Lone Pine DAR	\$768.00	16	158	71	0	66	0	311	132	126	1,197	1,184	2.47	.65	2.47	9.5	0.26
Tecopa	\$50.50	2	8	0	0	0	0	10	13	13	268	268	5.05	.19	.77	20.6	0.04
Walker DAR	\$80.70	6	5	14	0	0	0	25	128	121	345	333	3.23	.24	.21	2.9	0.08
Bridgeport to G'Vill	\$52.00	0	0	10	0	0	0	10	13	11	363	204	5.20	.25	.93	33.8	0.05
Benton to Bishop	\$246.00	18	15	11	0	0	0	44	32	16	1,309	663	5.59	.37	2.75	81.8	0.07
Specials	\$0.00	0	0	0	0	0	0	0	0	0	0	0	N/A	N/A			
Bishop DAR	\$7,292.40	1,186	1,171	395	211	12	76	3,051	928	858	9,927	9,143	2.39	.80	3.56	11.6	0.33
Nite Rider	\$1,440.00	276	14	40	15	6	6	357	78	76	981	977	4.03	1.47	4.73	13.0	0.37
Mammoth FR	\$0.00	12,372	0	3	0	1,737	0	14,112	1,060	1,015	13,183	12,700	N/A	N/A	13.90	13.0	1.11
Mammoth DAR	\$250.90	68	10	0	0	0	29	107	155	153	470	429	2.34	.58	.70	3.1	0.25
Reno	\$7,341.65	321	78	29	1	3	4	436	267	249	10,576	9,906	16.84	.74	1.75	42.4	0.04
Lancaster	\$5,429.75	249	76	18	2	9	13	367	241	217	10,257	10,035	14.79	.54	1.69	47.2	0.04
M MSA	\$0.00	21,958	0	0	0	3,412	0	25,370	790	754	10,111	9,519	N/A	N/A	33.64	13.4	2.67
Total	\$25,866.40	36,915	1,670	602	231	5,247	143	44,808	4,024	3,772	66,663	62,747	.58	.41	11.88	17.7	0.71
Nov-18																	
Mammoth Express	\$2,132.75	321	25	3	3	10	10	372	88	77	3,507	3,421	5.73	.62	4.83	45.6	0.11
Lone Pine Express	\$1,120.75	113	66	17	19	6	2	223	113	97	4,446	4,321	5.03	.26	2.31	46.1	0.05
Lone Pine DAR	\$738.80	50	110	93	4	38	1	296	140	134	1,298	1,276	2.50	.58	2.22	9.7	0.23
Tecopa	\$45.00	0	9	0	0	0	0	9	13	13	347	347	5.00	.13	.68	26.4	0.03
Walker DAR	\$303.00	3	0	112	0	0	0	115	160	150	563	432	2.63	.70	.77	3.8	0.27
Bridgeport to G'Vill	\$120.00	3	7	8	0	0	0	18	29	25	543	449	6.67	.27	.73	22.0	0.04
Benton to Bishop	\$291.50	26	15	10	0	1	1	53	29	14	1,244	625	5.50	.47	3.88	91.1	0.08
Specials	\$0.00	0	0	0	0	0	0	0	0	0	0	0	N/A	N/A			
Bishop DAR	\$7,556.60	1,114	1,295	482	241	125	228	3,485	951	878	9,809	10,840	2.17	.70	3.97	11.2	0.32
Nite Rider	\$1,261.20	242	28	30	10	1	3	314	70	69	918	903	4.02	1.40	4.56	13.3	0.35
Mammoth FR	\$0.00	14,318	0	5	0	2,213	0	16,536	1,119	1,072	14,042	13,379	N/A	N/A	15.43	13.1	1.24
Mammoth DAR	\$336.80	83	16	14	0	4	24	141	165	165	424	345	2.39	.98	.86	2.6	0.41
Reno	\$7,735.25	296	64	25	7	21	2	415	292	276	12,452	11,693	18.64	.66	1.51	45.2	0.04
Lancaster	\$5,654.65	229	84	31	1	12	7	364	242	222	10,651	10,437	15.53	.54	1.64	48.1	0.03
M MSA	\$0.00	20,386	0	0	0	3,100	0	23,486	718	682	9,239	8,834	.00	.00	34.43	13.5	2.66
Total	\$27,296.30	37,184	1,719	830	285	5,531	278	45,827	4,129	3,871	69,483	67,302	.60	.41	11.84	17.9	0.68

VARIANCE BY ROUTE (RAW NUMBERS) – November 2019 to November 2018																	
ROUTES	FARES	ADULTS	SNR	DIS	W/C	CHILD	FREE	TOTAL PAX	YD HOURS	SVC HOURS	YD MILES	SVC MILES	AVG FARE	REV/SV C MILE	PAX / SVC HR	MI / SVC HR	PAX / SVC MI
Mammoth Express	-\$365.25	15	7	-3	-3	-10	-1	5	-4	-3	-183	-147	-104	-0.08	0.27	-0.60	0.01
Lone Pine Express	\$26.25	-6	37	-6	-17	-4	4	8	-8	-7	-94	-209	-0.06	0.02	0.28	2.78	0.00
Lone Pine DAR	\$29.20	-34	48	-22	-4	28	-1	15	-8	-8	-101	-92	-0.03	0.07	0.25	-0.22	0.03
Tecopa	\$5.50	2	-1	0	0	0	0	1	0	0	-79	-79	0.05	0.06	0.09	-5.74	0.01
Walker DAR	-\$222.30	3	5	-98	0	0	0	-90	-32	-29	-218	-99	0.59	-0.46	-0.56	-0.90	-0.19
Bridgeport to G'Ville	-\$68.00	-3	-7	2	0	0	0	-8	-16	-14	-180	-245	-147	-0.01	0.20	1175	0.01
Benton to Bishop	-\$45.50	-8	0	1	0	-1	-1	-9	3	2	65	38	0.09	-0.10	-1.13	-9.32	-0.02
Bishop DAR	-\$264.20	72	-124	-87	-30	-113	-152	-434	-24	-20	118	-1697	0.22	0.10	-0.41	0.40	0.01
Nite Rider	\$178.80	34	-14	10	5	5	3	43	8	7	63	74	0.02	0.08	0.17	-0.33	0.02
Mammoth FR	\$0.00	-1946	0	-2	0	-476	0	-2424	-59	-56	-859	-679	N/A	N/A	-153	-0.12	-0.12
Mammoth DAR	-\$85.90	-15	-6	-14	0	-4	5	-34	-11	-12	46	84	-0.04	-0.39	-0.16	0.50	-0.16
Reno	-\$393.60	25	14	4	-6	-18	2	21	-25	-27	-1876	-1787	-180	0.08	0.24	-2.73	0.01
Lancaster	-\$224.90	20	-8	-13	1	-3	6	3	-2	-4	-394	-402	-0.74	0.00	0.04	-0.91	0.00
MMSA	\$0.00	1572	0	0	0	312	0	1884	72	72	872	685					

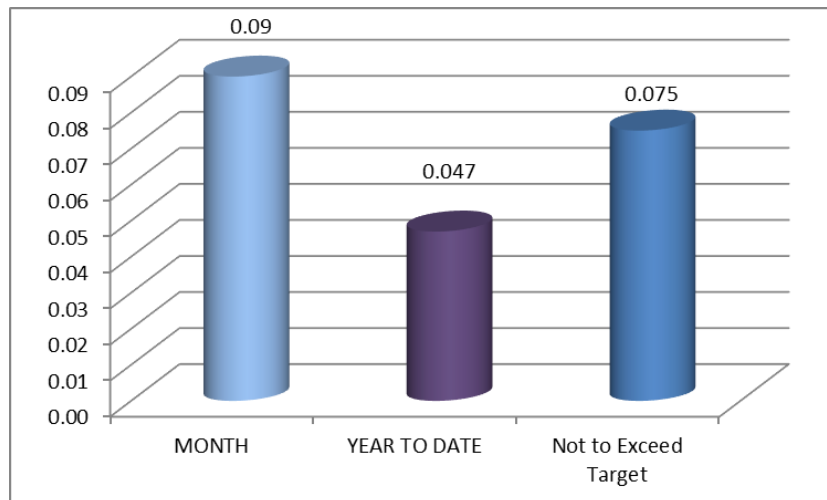
VARIANCE BY ROUTE (PERCENTAGE) – November 2019 to November 2018																	
ROUTES	FARES	ADULTS	SNR	DIS	W/C	CHILD	FREE	TOTAL PAX	YD HOURS	SVC HOURS	YD MILES	SVC MILES	AVG FARE	REV/SV C MILE	PAX / SVC HR	MI / SVC HR	PAX / SVC MI
Mammoth Express	-17%	5%	28%	-100%	-100%	-100%	-10%	1%	-5%	-4%	-5%	-4%	-18%	-13%	6%	-1%	6%
Lone Pine Express	2%	-5%	56%	-35%	-89%	-67%	200%	4%	-7%	-8%	-2%	-5%	-1%	8%	12%	6%	9%
Lone Pine DAR	4%	-68%	44%	-24%	-100%	74%	-100%	5%	-6%	-6%	-8%	-7%	-1%	12%	11%	-2%	13%
Tecopa	12%		-11%					11%	-1%	-1%	-23%	-23%	1%	45%	13%	-22%	44%
Walker DAR	-73%	100%		-88%				-78%	-20%	-19%	-39%	-23%	23%	-65%	-73%	-24%	-72%
Bridgeport to G'Ville	-57%	-100%	-100%	25%				-44%	-55%	-56%	-33%	-55%	-22%	-5%	27%	53%	22%
Benton to Bishop	-16%	-31%	0%	10%		-100%	-100%	-17%	10%	17%	5%	6%	2%	-20%	-29%	-10%	-22%
Bishop DAR	-3.5%	6.5%	-9.6%	-18.0%	-12.4%	-90.4%	-66.7%	-12.5%	-2.5%	-2.3%	12%	-15.7%	10.2%	14.4%	-10.4%	3.6%	3.8%
Nite Rider	14%	14%	-50%	33%	50%	500%	100%	14%	12%	10%	7%	8%	0%	6%	4%	-2%	5%
Mammoth FR		-14%		-40%		-22%		-15%	-5%	-5%	-6%	-5%	N/A	N/A	-10%	-1%	-10%
Mammoth DAR	-26%	-18%	-38%	-100%		-100%	21%	-24%	-7%	-7%	11%	24%	-2%	-40%	-18%	19%	-39%
Reno	-5%	8%	22%	16%	-86%	-86%	100%	5%	-9%	-10%	-15%	-15%	-10%	12%	16%	-6%	24%
Lancaster	-4%	9%	-10%	-42%	100%	-25%	86%	1%	-1%	-2%	-4%	-4%	-5%	0%	3%	-2%	5%
MMSA		8%				10%		8%	10%	11%	9%	8%					

Customer Comments

There were five comments received for the month of November 2019.

- 11/4: A Customer called in that they were confused by the operational differences and transition between the MMSA “Red Line” and ESTA Red Line.
- 11/11: A customer called to complain that they were made late for work by a Town Trolley driver that stopped the bus at a stop, and exited to purchase food. Driver advised to make meal arrangements before shift.
- 11/19: A customer called to complain about the Dial-a-Ride reservation policy and that he thought the dispatcher was rude to him. The reservation policy was explained to the customer, and properly dealing with difficult customers was discussed with the dispatcher.
- 11/25: A long time customer of Bishop Dial-a-Ride called to compliment driver Ron Lowe for helping his wife and he in and out of their destination, and the bus multiple times that day.
- 11/29: A customer wrote in that they were confused by the limited holiday schedule on the day after Thanksgiving.

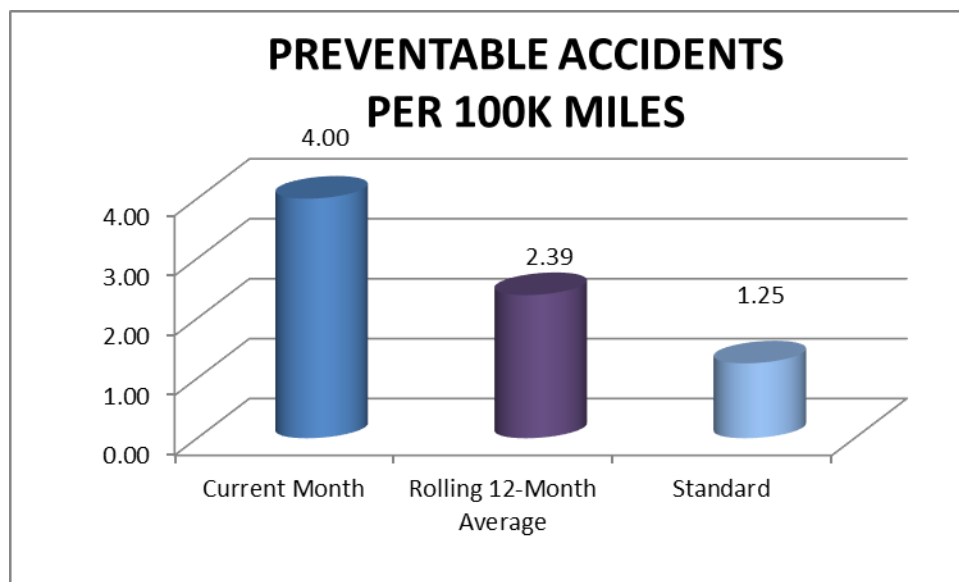
COMPLAINTS PER 1,000 PASSENGERS



Accident/Incidents

There were four preventable accidents in November 2019.

- 11/2: Bishop Dial-a-Ride driver drove away from fuel pump with nozzle inserted. Only damage was to the nozzle break-away device.
- 11/6: Mammoth Express driver backed into a pole in the Bishop ESTA yard.
- 11/11: Night Trolley driver clipped a snow stake near Stop 4.
- 11/16: Red Line driver hit a trolley with a bus in the Mammoth ESTA yard.



Missed Runs

There were 49 missed/late runs in November 2019.

- 11/1: Two Purple Line runs missed due to driver no call, no show.
- 11/6: Walker DAR reduced hours due to staffing issue.
- 11/13: Walker DAR reduced hours due to staffing issue.
- 11/16: Night Trolley 3 did not operate, no driver.
- 11/18: Four Blue/Yellow Line runs missed due to driver no call, no show.
- 11/20: Night Trolley 2 did not operate, no driver. One Night Trolley 1 run missed due to mechanical issue. Walker DAR reduced hours due to staffing issue.

- 11/21: Night Trolley 3 did not operate, no driver.
- 11/23: Night Trolley 3 did not operate, no driver.
- 11/26: Night Trolley 3 did not operate, no driver.
- 11/27: Night Trolley 3 did not operate, no driver. Bridgeport-Gardnerville cancelled due to road closure.

*11/26-11/28: Red Line, Purple Line, Blue/Yellow Line had delayed start of 30-90 minutes due to heavy snow accumulation overnight where parts of route were inaccessible.

Road Call Frequency

There were no road calls during the month of November 2019 where a service vehicle had to be called to repair in place or tow a transit vehicle. There were 8 vehicle exchanges during the month of November 2019 due to mechanical issues requiring a replacement transit vehicle be placed into service. The average Road Call frequency is 0.90 per 100,00 miles.

Date	Road Calls	Bus Exchange	Miles	Road Calls / 100K Miles
Feb-19	1	5	78666	1.27
Mar-19	0	7	88385	0.00
Apr-19	2	6	85782	2.33
May-19	1	5	66050	1.51
Jun-19	1	8	65973	1.52
Jul-19	1	16	105637	0.95
Aug-19	0	11	109797	0.00
Sep-19	0	12	72042	0.00
Oct-19	1	8	68833	1.45
Nov-19	0	8	66663	0.00

Bishop Area Dial-A-Ride Wait Times

Wait times for the Bishop Area Dial-A-Ride (Mon. through Fri., 7:00 a.m. – 6:00 p.m.)

NOVEMBER 2019			
		PERCENT	GOAL
IMMEDIATE RESPONSE TRIPS			
Total Trips:	1,789	79.8%	
Average Wait Time (min.):	15		< 20 Minutes
Trips > 30 Minute Wait:	126	7.0%	< 5%
ADVANCE RESERVATION TRIPS			
Total Trips:	453	20.2%	
On Time Trips (± 10 min.)	364	80.4%	
TOTAL SCHEDULED TRIPS			
No-Shows Including Checkpoints	240	10.7%	
No-Shows Excluding Checkpoints	164	7.3%	
Cancellations	76	3.4%	

STAFF REPORT

Subject: ESTA Employee Association (EEA) MOU

Presented By: Phil Moores, Executive Director

On November 2nd we met with the EEA negotiation team. We signed the final articles and concluded negotiations. Thanks are due to Karie Bentley and John Vallejo’s for their assistance in this successful negotiation. The EEA Team is also to be commended for completing the negotiations on time. The final draft MOU is attached. Here is a sample of some of the changes to the MOU:

1. New single wage table representing all EEA members.

Wage Scale

	A	B	C	D	E	F
Lead Transit Driver	\$16.40	\$16.90	\$17.40	\$17.90	\$18.40	\$18.90
Transit Trainer	\$17.00	\$17.50	\$18.00	\$18.50	\$19.00	\$19.50
Transit Driver	\$15.25	\$15.75	\$16.25	\$16.75	\$17.25	\$17.75
Transportation Dispatcher	\$17.50	\$18.00	\$18.50	\$19.00	\$19.50	\$20.00
Utility Worker	\$15.00	\$15.50	\$16.00	\$16.50	\$17.00	\$17.50
Passenger Service Agent	\$15.00	\$15.50	\$16.00	\$16.50	\$17.00	\$17.50
Account Clerk I	\$15.00	\$15.50	\$16.00	\$16.50	\$17.00	\$17.50
Transportation Operations Assistant	\$ 17.70	\$ 18.58	\$ 19.51	\$ 20.49	\$ 21.18	N/A

2. Continued and expanded Longevity Pay. 2% pay increases occur at 10, 15, 20, and 25 years. This now includes all employees hired on or before December 31, 2019.
3. Continued and expanded Incentive Pay Bonus. The Incentive Pay Pool has been increased from \$50,000 to \$60,000. Eligibility for this bonus is extended to ALL employees with 400 hours or more in the calculation period. 35% of the pool is reserved for employees who have been at the final wage step for at least one year. The maximum cap for the individual bonus is increased from \$2,000 to \$2,200. Beginning with the bonus paid in 2020, each preventable accident since the end of the previous calculation period reduces the individual’s bonus by 25%.
4. Training wage is increased from \$12.50/hr. to \$14.75/hr. The training wage is scheduled to increase to \$15.00 in 2021 and \$16.00 in 2022.
5. The Mammoth Premium is increased from \$0.50/hr. to \$1.35/hr.

6. Merit increases will be scheduled after one year and 800 hours worked, rather than one year and 1000 hours worked.
7. The Vision/Dental Reimbursement will now include Hearing and a rollover of funds is included up to 50% of the remaining balance. There is a maximum balance set to control Agency expenses.
8. New uniforms will be selected to improve fit and comfort and will be used to replace the current uniforms as they wear out. The colors will remain the same so that you can continue to use the current uniforms too. Additionally, uniform items are available to certain employees that were not available in the previous MOU.

Recommendation

Approve negotiated MOU between ESTA and the EEA to be effective from January 6, 2020 through January 1, 2023.

**Memorandum of Understanding
Between
Eastern Sierra Transit Authority
And
Eastern Sierra Transit Authority Employees Association**

Preamble

This Memorandum of Understanding is entered into by and between the Eastern Sierra Transit Authority, a California Joint Powers Agency, acting by and through the Board of Directors of the Eastern Sierra Transit Authority ("ESTA"), and the Eastern Sierra Transit Authority Employees Association ("EEA"). This Memorandum of Understanding ("MOU") represents the mutual agreement of ESTA and the EEA on those wages, hours, and other terms and conditions of employment which are to be in effect during the term of this Memorandum of Understanding.

Article I. Recognition

The Eastern Sierra Transit Authority (ESTA) recognizes the Eastern Sierra Transit Authority Employees Association, as the "Exclusively Recognized Employee Organization" for employees of ESTA in the following position classifications:

- Transit Driver
- Lead Transit Driver
- Transit Trainer
- Transportation Dispatcher
- Transportation Operations Assistant
- Utility Worker
- Passenger Service Agent
- Account Clerk I

Newly established position classifications shall be administered in accordance with ESTA Resolution 2007-02.

Article II. Non-Discrimination

ESTA shall not discriminate against any employee because of membership in the EEA or because of any legal activities on behalf of the EEA.

Article III. Management Rights

A. ESTA reserves, retains and is vested with, solely and exclusively, all rights of management which are not expressly abridged by law, or by this

Agreement, to manage the Authority. ESTA may exercise its management rights unilaterally without the obligation to meet and confer on the decision to exercise such rights. However, ESTA shall meet and confer on the impact thereof pursuant to the following Section (Impact of Exercise of Management Rights). The sole and exclusive rights of management shall include, but not be limited to, the following:

- 1) To manage the Authority generally and to determine all issues of policy.
- 2) To determine the existence or nonexistence of facts which are the basis of management decisions.
- 3) To determine the necessity of organization of any services or activity conducted by the Authority and expand or diminish such services.
- 4) To determine the nature, manner, means and technology and extent of services to be provided to the public.
- 5) To determine the methods of financing.
- 6) To select types of equipment or technology to be used.
- 7) To determine and/or change the facility, methods, technological means, and size of work force by which Authority operations are to be conducted.
- 8) To determine and change of locations, relocations and type of operations, processes and materials to be used in carrying out all Authority functions including, but not limited to, the right to contract or subcontract any work or operation of the Authority.
- 9) To assign and schedule work to employees and to establish and change work schedules and assignments upon reasonable notice.
- 10) To relieve employees from duties for lack of work, funds.
- 11) To determine and modify productivity and performance programs and standards.
- 12) To discharge, suspend, demote or otherwise discipline employees for reasonable cause.
- 13) To determine job classifications and to reclassify employees.

- 14) To hire, transfer, promote and demote employees for non-disciplinary reasons.
- 15) To determine and administer policies, procedures and standards for selection, training and promotion of employees.
- 16) To establish employee performance standards including, but not limited to, qualification and quantity standards and to require compliance therewith.
- 17) To take any and all necessary action to carry out the functions of the Authority in emergencies.

B. Impact of Exercise of Management Rights. Except in emergencies, whenever the exercise of management rights shall impact on employees within a designated bargaining unit, ESTA shall offer to and thereafter on request meet and confer with any employee organization, which has been recognized by ESTA as representing such bargaining unit regarding the impact of the exercise of such rights. By agreeing to meet and confer as to the impact of the exercise of management rights, ESTA's discretion in the exercise of such rights and the implementation thereof shall not be diminished, held in abeyance or prohibited.

Article IV EEA Rights

- A. Information Provided. Upon request, ESTA shall provide to EEA the name, address, phone number, position, e-mail address, and date of hire for each EEA represented member.
- B. Reasonable Access. ESTA shall allow EEA Officers and Representatives reasonable access to ESTA work locations, facilities, equipment and other ESTA resources.
- C. Contracting Out. ESTA agrees to meet and confer with the EEA over the terms and conditions of any proposed contracting out of current bargaining unit work.
- D. Advance Notice. ESTA shall provide reasonable advance notice to the EEA of any and all changes that affect the wages, hours, terms and conditions of employment of employees covered by this Agreement. Said notice shall be sent to the EEA as to allow for the EEA's response and to meet and confer, if necessary. Said notice shall be sent to the EEA representatives designated in paragraph H of this Article.

- E. Board of Directors' Meeting Agenda. Agendas including the entire package for ESTA Board of Directors meetings are available for review by EEA members on ESTA's website. Meeting agendas shall be posted at ESTA's facilities in Bishop and Mammoth Lakes in conformance to the Brown Act.
- F. Dues Deductions. Upon the approval of the majority of the eligible voting bargaining unit employees, the following Agency Shop provision shall become effective the first payroll period after said approval:
- 1) All employees in the classifications set forth in Article I of this Agreement shall as a condition of employment, either join EEA or pay to EEA a service fee in an amount not to exceed the periodic dues, standard fees, and general assessments of EEA. Any employee who is a member of a bona fide religion, body, or sect that has historically held conscientious objections to joining or financially supporting public employee organizations shall not be required to join or financially support any public employee organization as a condition of employment. The employee shall be required, in lieu of said dues and fees, to pay the sum of said dues and fees to one of the listed nonreligious, non-labor charitable funds exempt from taxation under Section 501 (c) (3) on the IRS code.
 - 2) ESTA shall deduct and transmit the monthly dues and fees of EEA to EEA once per month.
 - 3) ESTA will not be responsible or liable for any claims, causes of action, or lawsuits arising out of the deductions or transmittal of such funds to the EEA, except that intentional failure of ESTA to transmit to the EEA monies deducted from the employees pursuant to this Article.
- G. Release Time. ESTA will release with no loss of compensation EEA Board of Directors or other EEA members (maximum four (4) employees at any one time) assigned to established EEA committees from their normal duties to conduct labor agreement negotiations with ESTA and/or ESTA labor agreement enforcement including participation in grievances, discipline or ESTA Board Meetings. An employee must request, in advance, release time which may be denied due to the operational needs of ESTA.
- H. Authorized Agents. Authorized agents for the purpose of administering the terms and provisions of the Agreement shall be:

1. Eastern Sierra Transit Authority:

Executive Director
P.O. Box 1357
Bishop, CA 93515

2. Eastern Sierra Transit Authority Employees Association
Representatives:

EEA shall inform and provide updates to ESTA of the name and
email address for all EEA representatives

Article V. Probationary Period

As addressed in Article VII of Personnel Rules.

Article VI. Grievance Procedure

As addressed in Articles XII and XIII of Personnel Rules.

**Article VII. Work Schedules, Assignments, Special Events, Charters &
Extra Work**

- A. Hours of Work and Work Schedules. The work week begins at 0001 hours each Monday and ends at 2400 hours the following Sunday (one minute after 12 midnight Monday through 12 midnight on Sunday).
- B. Employees' days off will be determined by the work assignments schedule. Work days and work week will be as defined in Article II and Article V of the Personnel Rules.
- C. Work Assignments. Work assignments shall be made according to the following procedures:
 - 1. REGULAR WORK
 - a. Routes/Shifts will be posted twice per year
 - b. Twice per year, drivers will submit their requested work shifts
 - i. Drivers should submit a 1st, 2nd, and 3rd choice
 - ii. Drivers should submit any absolutes (e.g. cannot work on Tuesdays, cannot drive at night, etc.)
 - c. Management will determine work assignments based on the following:

- i. Licensing/Qualifications (e.g. GPPV, air brake certification, etc.)
- ii. Personal limitations (e.g. no night driving)
- iii. Employment category (100%, 75%, 50%, non-benefitted)
- iv. Proximity to domicile/base of operations of the route
- v. Classification Seniority
- vi. Business Necessity

d. Between the twice-annual route assignment periods, drivers may submit a request regarding a shift (work assignment) at any time:

- i. Request will be submitted in writing on a form to be developed
- ii. Form will include a space for management to respond in writing to the request (e.g. request is noted but no opening exists at this time, or additional certification (e.g. air brakes, etc.) is required for that route. Form will include the dates the request is submitted and management response.

e. ESTA shall endeavor to post the weekly work assignments at least five days in advance.

2. SPECIAL EVENTS/EXTRA WORK

a. List will be maintained of all drivers who would like to work special events, and extra work.

b. The original list will be compiled in seniority order PER Article IX, A(2). Additions shall be added to the bottom of the list.

c. Work will be offered based on the following

- i. Qualifications/certifications/personal limitations (e.g. night driving)
- ii. Availability (e.g. not scheduled for regular work during period of special event/charter/extra work)
- iii. Hours of service limits
- iv. Overtime considerations (i.e. would assignment result in overtime)

d. A driver offered an extra work assignment will move to the bottom of the list whether the driver accepts or declines the offered work. If a driver is unable to accept due to extenuating circumstances, the driver will retain position on the list.

e. Assignments and the updated list shall remain posted.

Article VIII. Wages

A. Salaries:

1. Through the term of this Agreement, salaries for the classifications listed in Article I of this Agreement shall be as set forth below:

Wage Scale						
	A	B	C	D	E	F
Lead Transit Driver	\$16.40	\$16.90	\$17.40	\$17.90	\$18.40	\$18.90
Transit Trainer	\$17.00	\$17.50	\$18.00	\$18.50	\$19.00	\$19.50
Transit Driver	\$15.25	\$15.75	\$16.25	\$16.75	\$17.25	\$17.75
Transportation Dispatcher	\$17.50	\$18.00	\$18.50	\$19.00	\$19.50	\$20.00
Utility Worker	\$15.00	\$15.50	\$16.00	\$16.50	\$17.00	\$17.50
Passenger Service Agent	\$15.00	\$15.50	\$16.00	\$16.50	\$17.00	\$17.50
Account Clerk I	\$15.00	\$15.50	\$16.00	\$16.50	\$17.00	\$17.50
Transportation Operations Assistant	\$ 17.70	\$ 18.58	\$ 19.51	\$ 20.49	\$ 21.18	N/A

B. Longevity Pay: ESTA will provide the following longevity increases as listed in the table above after ten (10) years of continuous service:

- 10 years – 2%
- 15 years – 2%
- 20 years – 2%
- 25 years – 2%

Continuous service is as defined in Article IX of this Agreement. The increase will begin the first of the following month. All employees hired on or before December 31, 2019 are eligible for longevity pay. Actual rates are calculated and paid to four decimal places.

C. Fortnightly Paydays: An employee covered by this Agreement shall be paid every fourteen (14) days.

D. Standby Compensation: An employee requested by the Executive Director, or designee, to serve in an after-hours response capacity shall be paid \$35.00 per day for being on standby.

- E. Call-Out Compensation: An employee who has ended his/her workday and has left their place of employment and subsequently, performs duties after his/her regular work assignment, shall be compensated a minimum of two (2) hours for such work. Participation in mandatory quarterly safety meetings does not qualify for Call-Out Compensation. All such time worked shall be subject to the overtime provisions of the Personnel Rules.
- F. Mileage Reimbursement: An employee who uses his/her own vehicle in the course of assigned work, he/she shall be reimbursed for said use at the current Internal Revenue Service rate for this area.
- G. Pay Differentials:
 - 1. Overtime – Article 5, section 5.14 of Personnel Rules:
 - a. Compensatory Time
Employees may request that approved hours worked in excess of forty (40) in the work week be compensated through compensatory time rather than being paid overtime. ESTA will allow non-exempt employees to carry a maximum of forty (40) hours of compensatory time on the books. Compensatory time will be placed on the books at the rate of one-and-one-half hours for each hour of approved overtime worked. When an employee leaves employment, any compensatory time remaining on the books will be paid at the employee's hourly rate. Use of compensatory time will be in accordance with the time off approval provisions as defined for the use of Comprehensive Leave in the Personnel Rules.
 - 2. Work Out of Class – Article 4, section 4.8 of Personnel Rules:
 - 3. Late Night Premium Pay: Shifts that are scheduled to work beyond 10:00 pm shall be paid a \$2.00 premium for all hours worked for the shift. For example, a Mammoth Night Trolley route that is scheduled to work from 5:10 pm until 2:20 am will be paid an additional \$2.00 for all of the shift hours (8.5 hours assuming a 40-minute meal break).
- H. Holiday Premium Pay. Any benefitted or non-benefitted employee who performs work on a designated ESTA holiday shall be paid at the rate of time and one-half the employee's hourly wage for all hours worked on the holiday.

I. Incentive Pay. Beginning with the 2019/2020 fiscal year, annual incentive pay compensation will be paid to eligible employees based on the financial performance of the Authority for the preceding fiscal year. Incentive Pay will be based upon the following factors:

1. The Authority's Net Operating Revenues minus Expenses and Transfers is greater than the adopted annual budget after all revenues, expenses, and transfers have been accounted for as evidenced by ESTA's acceptance of the Audited Financial Statements. For these purposes, this amount shall be referred to as Net Income. Net Income must be positive.
2. 40% of the Net Income that is greater than the budgeted Net Income amount will be paid out to Eligible EEA employees, up to a total of \$60,000 per fiscal year. This amount shall be referred to as the Incentive Pay Pool.
3. For purposes of this Incentive Pay, Eligible EEA employees shall be all employees with 400 hours or more for the previous whole twelve months (calculation period). Employees that formally leave ESTA employment are not eligible for Incentive Pay under this agreement.

Incentive Pay Bonuses will only be issued to actively working employees. Employees not currently working will receive their bonus if they return to work within six months of the acceptance of the financial audit.

4. 65% of the Incentive Pay Pool is available to all eligible employees, and 35% of the Incentive Pay Pool is only available to employees who have been at the final wage step for at least one year at the time of the calculation.
5. The payout formulas for both groups in 4 above shall be that proportion of each Eligible EEA employee's payroll hours worked in the preceding whole twelve months, divided by the total payroll hours for all eligible employees. For example, an employee who worked 1,500 hours in the twelve whole months preceding the date of the accepted Audited Financial Statement in which the total payroll hours for all eligible employees was 60,000 hours would receive 2.5% of an Incentive Pay Pool (1,500/60,000).
6. The total individual maximum bonus is \$2,200.

- 7. Each preventable accident an EEA employee has since the end of the previous calculation period reduces that individual's total bonus by 25%.
- 8. The Incentive Pay will be paid out within 30-days of the acceptance of the Audited Financial Statements for each fiscal year.

J. Training Wage. A training wage shall be paid for all hours worked from hire date through completion of commercial driver licensing, route training and assignment to route. Following completion of commercial driver licensing, route training and assignment to route, new drivers shall be paid the applicable Driver or Lead Driver wage. Fully credentialed new hires that already possess a commercial license, VTT, Passenger Endorsement, Air Brake Endorsement, DMV Medical clearance, and no weight restriction (if required for position) will start at Step A in the table in Section A of this article.

Former ESTA Lead Transit Drivers who have lost seniority per Article IX, provided they are fully credentialed and currently possess a class B or better license, VTT, Passenger Endorsement, Air Brake Endorsement, DMV Medical clearance, and no weight restriction (if required for position) may be re-hired at a wage at or immediately below the wage earned at their last employment with ESTA. They shall not be hired at a wage greater than previously paid. Lead Transit Drivers hired under these circumstances are given a new hire date, and thus must wait ten years for Longevity Pay.

Training Wage

\$14.75	Effective January 6, 2020
\$15.00	Effective January 1, 2021
\$16.00	Effective January 1, 2022

- K. Mammoth Branch Assignment Premium Pay. Shifts that originate from the Mammoth Lakes location, which is a considered to be a "remote" site, shall be paid an additional \$1.35 per hour.
- L. Progression on Merit Steps. Benefitted and non-benefitted employees shall become eligible for a merit step increase upon achieving his/her anniversary date, which is following completion of both one year and 800 hours worked following either the date of hire, or the last salary anniversary date.

Article IX. Seniority

- A. Defined –
 - 1. Continuous Employment – employment by the County of Inyo prior to the formation of ESTA, and/or ESTA with service breaks no longer than one (1) year.
 - 2. Seniority - the original date of hire of continuous employment by the County of Inyo and/or the original hire date of continuous employment by ESTA, which ever occurred first.
 - 3. Classification Seniority – the original date of continuous employment in the current classification by the County of Inyo and/or by ESTA whichever occurred first.
 - 4. Category Seniority - the original date of continuous employment in the current employment category by the County of Inyo and/or by ESTA whichever occurred first.
- B. Application – Seniority and Classification Seniority as defined shall be applied to all Articles and/or Sections of this Agreement where seniority is identified as a qualifying and/or eligibility factor.

Article X. Layoff and Recall

As addressed in Article II and Article XI of the Personnel Rules.

Article XI. Filling of Vacancies

As addressed in Article IV and Article VI of the Personnel Rules.

Article XII. Discipline and Discharge

Refer to Article XII of the Personnel Rules

Article XIII. Personnel Records

As addressed in Article III of the Personnel Rules.

Article XIV. Performance Evaluation

As addressed in Article VIII of the Personnel Rules.

Article XV. Holidays

As addressed in Article X of the Personnel Rules.

Article XVI. Leaves

- A. EEA Leave – EEA members shall be allowed to use comprehensive leave for the purpose of attending EEA trainings, workshops, conferences and/or conventions.
- B. As addressed in Article X of the ESTA Personnel Rules.

Article XVII. Benefits

The benefits are defined in the following matrix:

EMPLOYMENT CATEGORY	100%	75%	50%	Non-Benefitted
<p>PARS Retirement:</p> <ul style="list-style-type: none"> • ESTA shall contribute 2% into the PARS program for non-benefitted members • Non-benefitted employees shall pay the balance of the PARS contribution (6%). This payment is a substitute for the Social Security 6.2% contribution. • Employer shall pay the employer required tax for Medicare as required by the IRS. 				▲
<p>PERS Retirement:</p> <ul style="list-style-type: none"> • ESTA provides 2.5% at 55 formula PERS retirement for miscellaneous members hired and promoted to a benefitted position prior to August 27, 2012. Employees hired into a benefitted position, or promoted from a non-benefitted position to a benefitted position on or after August 28, 2012 shall be eligible for a 2% at 55 formula retirement. Employees hired into a benefitted position, or promoted from a non-benefitted position to a benefitted position on or after January 1, 2013 shall be eligible for a 2% at 62 formula retirement. 	▲	▲	▲	Continued

EMPLOYMENT CATEGORY	100%	75%	50%	Non-Benefitted
<ul style="list-style-type: none"> • ESTA agrees to pay the members contribution for PERS retirement (8%) for employees hired into a benefitted position, or promoted from a non-benefitted position to a benefitted position on or before December 31, 2012. • Employer shall pay the employer required tax for Medicare as required by the IRS • Unless countermanded by the Public Employees' Pension Reform Act of 2013 (PEPRS), PERS Benefit to consist of: <ul style="list-style-type: none"> ○ Final compensation based on average monthly pay rate during the last (or highest) consecutive 36 months of employment ○ Post retirement survivor benefit of \$500 (one time) 	▲	▲	▲	
<p>Holiday Pay:</p> <p>Straight time pay for official Authority holidays. See below.</p>	8 hrs	6 hrs	4 hrs	
<p>Holiday Premium Pay:</p> <p>Wages for an official Authority holiday to be paid to benefitted and non-benefitted employees at the rate of time and one-half the employee's current hourly wage for all hours worked on the holiday.</p>	▲	▲	▲	▲
<p>Short Term Disability Protection:</p> <p>Provided through State SDI Program. Employee pays the premium (currently 0.8%)</p>	▲	▲	▲	▲

EMPLOYMENT CATEGORY	100%	75%	50%	Non-Benefitted
<p>Flexible Benefit Program:</p> <p>ESTA shall provide a Section 125 plan, which provides a pre- tax benefit to employees for qualifying medical and/or dependent care expenses. ESTA shall pay the administration fee for each employee who participates in the flexible benefits program</p>	▲	▲	▲	▲
<p>Deferred Compensation:</p> <p>ESTA will provide a deferred compensation program 457(b) for all employees.</p>	▲	▲	▲	
<p>Health Insurance:</p> <p>ESTA will contract with the California Public Employees Retirement System (PERS) for medical benefits during the term of this Agreement.</p> <p>ESTA will pay 83% of the premium for employees selecting PERS Choice, and 87% of the premium for employees selecting PERS Select. ESTA's contribution shall be prorated for 75% and 50% employment category employees. For example, the 2020 PERS Choice monthly premium for employee-only coverage is \$736.28. ESTA would pay \$611.11 for a 100% employee ($\\$736.28 * 83\%$); \$458.33 for a 75% employee ($\\$736.28 * 75% * 83\%$); and \$305.56 for a 50% employee ($\\$736.28 * 50% * 83\%$). The employee would be responsible to pay the balance of the monthly premium.</p> <p>Employees who select a lower level of coverage than they are eligible for will not receive any additional compensation. For example, an employee who selects employee-only coverage because their spouse has insurance from another source will not receive additional compensation.</p>	▲ 100%	▲ 75%	▲ 50%	Continued

EMPLOYMENT CATEGORY	100%	75%	50%	Non-Benefitted
<p>Benefitted employees who elect not to participate in the CalPERS health insurance program but who provide ESTA with proof of medical coverage under an insurance plan providing at least the same level of benefits available from ESTA above, shall receive as cash payment a monthly amount equal to \$408.00 which accounts for the minimum employer deduction as defined by state statute, which will be adjusted and earned by the employee based on the percentage of the monthly benefit stipend identified at right based upon the employee's employment category level (i.e. \$306.00 for 75% employees and \$204.00 for 50% employees). Employees enrolled in Covered California health plans are not eligible for the stipend.</p>	▲	▲	▲	
<p>Health Insurance Deductible Reimbursement:</p> <p>ESTA will reimburse 50% of one family member CalPERS health insurance annual deductible following attainment of the annual deductible by the employee or employee's family member, and following submission of a medical explanation of benefits statement evidencing the payment of the deductible. The annual deductible period shall be the calendar year.</p>	▲	▲	▲	
<p>Vision/Dental/Hearing Reimbursement:</p> <p>ESTA shall reimburse employees for professional services involving prescription eye products and/or frames, hearing care, and for dental care and vision correction according to dollar amounts identified to the right. Over-the-counter medications are not covered. Reimbursement amounts are per fiscal year.</p>	▲	▲	▲	Continued

EMPLOYMENT CATEGORY	100%	75%	50%	Non-Benefitted
<p>Reimbursement will be made following submittal of receipt(s) evidencing the service and the payment of the professional service and/or qualified products. Reimbursement for professional services and qualified products shall be made pre-tax.</p> <p>Maximum amounts available to employees through the Vision/Dental Reimbursement program shall be prorated for employees hired (or promoted to 50%, 75% or 100% status) during the fiscal year.</p> <p>The Vision/Dental Reimbursement program runs from July 1 through June 30. Reimbursement receipts must be submitted by July 25 following the end of the program year on June 30. Employees may roll over up to 50% of any one year's remaining balance to a maximum balance as indicated to the right.</p>	<p>\$1,000 plus \$400 for one or more dependents</p> <p>Maximum balance \$1,500 or \$2,100 for one or more dependents</p>	<p>\$750 plus \$300 for one or more dependents</p> <p>Maximum balance \$1,125 or \$1,575 for one or more dependents</p>	<p>\$500 plus \$200 for one or more dependents</p> <p>Maximum balance \$750 or \$1,050 for one or more dependents</p>	
<p>Comprehensive Leave:</p> <p>Benefitted employees shall accrue hours of comprehensive leave according to the following monthly accrual rates based upon number of years of continuous employment:</p> <p style="text-align: center;">Through the first 3 years</p> <p style="text-align: center;">After 3 years and through the 10th year</p> <p style="text-align: center;">After 10 years and through the 15th year</p> <p style="text-align: center;">After the 15th year</p>	<p style="text-align: center;">▲</p> <p style="text-align: center;">14.67</p> <p style="text-align: center;">18.67</p> <p style="text-align: center;">20.67</p> <p style="text-align: center;">22.67</p>	<p style="text-align: center;">▲</p> <p style="text-align: center;">11</p> <p style="text-align: center;">14</p> <p style="text-align: center;">15.5</p> <p style="text-align: center;">17</p>	<p style="text-align: center;">▲</p> <p style="text-align: center;">7.34</p> <p style="text-align: center;">9.34</p> <p style="text-align: center;">10.34</p> <p style="text-align: center;">11.34</p>	
<p>Life Insurance:</p> <p>ESTA shall provide a \$50,000 life insurance policy for benefitted employees. ESTA shall pay the percentage of the premium identified at right based upon employment category level. Employees over the age of 65 or 70 shall have a reduced life insurance policy amount, based upon the requirements of the insurer. Currently, and this is subject to change, 65+ is \$32,500 and 70+ is \$20,000.</p>	<p style="text-align: center;">▲</p> <p style="text-align: center;">100%</p>	<p style="text-align: center;">▲</p> <p style="text-align: center;">75%</p>	<p style="text-align: center;">▲</p> <p style="text-align: center;">50%</p>	

EMPLOYMENT CATEGORY	100%	75%	50%	Non-Benefitted
<p>Employee Assistance Plan:</p> <p>ESTA shall offer an Employee Assistance Plan (EAP) to help employees deal with personal problems that might adversely impact their work performance, health and well-being.</p> <p>ESTA shall authorize and pay for a maximum of six (6) visits per fiscal year with the psychologist/counselor of the employee's choice. Employees may contact the Administration Manager in order to avail themselves of the EAP.</p>	▲	▲	▲	▲

Recognized Holidays:

- | | |
|------------------|---|
| New Years Day | Veteran's Day |
| President's Day | Thanksgiving Day |
| Memorial Day | Day After Thanksgiving |
| Independence Day | Christmas Day |
| Labor Day | Christmas Eve Day <u>or</u> New Years Eve Day |

Article XVIII. Health and Safety

- A. ESTA shall comply with all applicable Federal and State safety laws.
- B. ESTA and EEA shall establish a Joint Health and Safety Committee to be comprised of two (2) management employees chosen by ESTA and two (2) employees chosen by the represented employees. The Committee shall address health and safety issues related to the operation.
- C. Service Cancellation:
 - 1) Prior to the beginning of a start time, management may from time to time, due to road closures, hazardous weather and/or road conditions, determine that in the interest of safety it is necessary to suspend or cancel service. If management does not have any other work for the employee to perform in this instance and the employee is released from duty, the employee may use comprehensive leave time to make up any hours lost due to the service cancellation.

2) If after the beginning of an employee's start time, management for said above reasons suspends and/or cancels service, the employee shall be paid a minimum of two (2) hours for the day.

D. Emergency Travel and Lodging Expenses: ESTA shall pay motel and meal reimbursement for expenses incurred by employees when forced to stay away from home due to road or weather conditions.

Article XIX. Drug and Alcohol Testing

ESTA shall enforce the Eastern Sierra Transit Authority Drug and Alcohol Policy as adopted by the Authority's Board of Directors.

Article XX. Employee Assistance Program

ESTA will offer an Employee Assistance Program (EAP) to help employees deal with personal problems that might adversely impact their work performance, health, and well-being. The EAP counseling sessions are completely confidential and free of charge to the employee. An employee desiring assistance should either contact the Administration Manager directly, or request an EEA representative to request a confidential referral on the employee's behalf in order to arrange for EAP counseling. ESTA will authorize and pay for a maximum of six (6) visits per fiscal year with the psychologist/counselor of the employee's choice.

Article XXI. Uniforms

A. ESTA shall provide uniforms to employees according to the following schedule:

OTHER THAN MAMMOTH LAKES EMPLOYEES

All	Baseball cap, vest, and beanie
Transit Trainer	5 shirts and 1 jacket
100% Driver	5 shirts and 1 jacket
75% Driver	4 shirts and 1 jacket
50% Driver	3 shirts and 1 jacket
Non-benefitted Driver	2 shirts and 1 jacket
100% Dispatcher	5 shirts and 1 jacket
Utility	3 shirts and 1 jacket

MAMMOTH LAKES EMPLOYEES

Winter:

Drivers and Dispatcher – 1 jacket, 1 vest, 1 baseball cap, and beanie

Summer:

All	1 Baseball cap
100% Driver	5 shirts and 1 jacket
75% Driver	4 shirts and 1 jacket
50% Driver	3 shirts and 1 jacket
Non-benefitted Driver	2 shirts and 1 jacket
100% Dispatcher	5 shirts and 1 jacket
Utility	3 shirts and 1 jacket

Additional shirts may be issued as needed.

- B. Employees are required to wear the uniform while on duty, including training. Name tags must be worn when practical. No sports logos or other large brand logos are permitted on clothing. Pants (jeans are acceptable) or shorts must be blue, black, or khaki in color. All clothing must be in good condition. Hats other than ESTA issued must be approved by management. Jackets other than ESTA issued are only permitted in extreme weather conditions. Undershirts must be solid white, blue, or black in color.
Any deviations in ESTA's uniform policy for special occasions, such as Halloween, Baseball's Opening Day, casual Friday, etc. must be approved by management.
- C. Employees are responsible for the cleaning of their uniforms. Upon termination of employment, employees must return uniform shirts and jackets to ESTA. ESTA shall replace uniform shirts and jackets as necessary through normal and appropriate wear and tear.
- D. Cold/Wet Coveralls
ESTA shall provide a total of twenty (20) Cold/Wet Coveralls to be used by drivers and dispatchers on inclement weather days. The coveralls will not be issued to individual employees but, rather, will be available for drivers or dispatchers to use for the day on inclement weather days. A variety of sizes will be available. ESTA will be responsible for the cleaning of coveralls.

Article XXII. Mistaken Overpayments

Should any employee be overpaid due to any mistake or inadvertence, ESTA may recover the amount of overpayment by subsequent deductions after the employee has been given notice and five (5) days to meet with ESTA. The

employee shall be provided a copy of all of the supporting documents. Not more than twenty-five percent (25%) of any such employee's net pay shall be deducted from any one (1) paycheck for this purpose.

Article XXIII. No Strike / No Lockout

- A. The EEA, its officers, agents, representatives, and/or members agree that during the term of this MOU, they will not cause or condone any strike, walkout, slowdown, sickout, or any other job action by withholding or refusing to perform services.
- B. ESTA agrees that it shall not lockout its employees during the term of this MOU. The term "lockout" is hereby defined so as not to include the discharge, suspension, termination, layoff, failure to recall or failure to return to work of ESTA employees in the exercise of its rights as set forth in any of the provisions of the MOU or applicable ordinance or law.

Article XXIV. Severability of Provisions

Should any provision of this MOU be found to be inoperative, void, or invalid by a court of competent jurisdiction, all other provisions of this MOU shall remain in full force and effect. In the event of such invalidation, the parties agree to meet and confer concerning substitute provisions.

Article XXV. Total Agreement

Sole and Entire Memorandum of Understanding: It is the intent of the parties hereto that the provisions of this Memorandum of Understanding, which has been negotiated in conjunction with the ESTA Personnel Rules (dated July 1, 2016), shall supersede all prior agreements, oral or written, expressed or implied, between the parties. Unless specifically modified by this MOU or the Personnel Rules (dated July 1, 2016), all policies, procedures, resolutions, and ordinances adopted by ESTA relating to all matters of wages, benefits, hours and other terms and conditions of employment shall be incorporated herein by this reference into this Agreement and shall remain in full force and effect during the term of this Agreement. This Memorandum of Understanding is not intended to conflict with Federal or State law. The parties acknowledge that ESTA's Board of Directors will adopt this Agreement by Resolution and that said Resolution shall remain in full force and effect during the life of this Memorandum of Understanding

Article XXVI. Term of Agreement

The terms and conditions of this Agreement shall be effective on January 6, 2020 and remain in full force and effect until and including January 1, 2023.

For ESTA:

Date

For EEA:

Date

STAFF REPORT

Subject: Resolution Authorizing the Executive Director the Eastern Sierra Transit Authority, to File and Execute Applications Pursuant to Section 5311, and 5311(f) of the Federal Transit Act

Initiated by: Karie Bentley, Administration Manager

BACKGROUND:

The Eastern Sierra Transit Authority regularly applies for funding through Section 5311 of the Federal Transportation Act for operating assistance for rural transit service in Inyo and Mono Counties, and through Section 5311(f) for operating assistance for the intercity routes that ESTA operates north to Reno and South to Lancaster.

ANALYSIS/DISCUSSION:

FTA Section 5311 and 5311(f) funds are available to Inyo and Mono County to be used to augment operational and or capital costs. FTA Section 5311 funds are apportioned annually by formula to each County to be used for public transportation projects only in nonurbanized areas. Section 5311 funds may be used for capital, operating or administrative assistance to state or local agencies that are operators of public transportation services. The FTA Section 5311 funds apportioned to Inyo and Mono Counties require a 50% match, which is satisfied with our ongoing State Local Transportation Funds (LTF). Federal Transportation Administration (FTA) Section 5311(f) funds have been applied for annually to provide operating and capital assistance for the 395 Route bus routes to Reno and Lancaster. This is a competitive grant for inter-city bus service from nonurbanized areas connecting to urbanized areas. The FTA Section 5311(f) funds require a 45% local match. Caltrans has preliminarily indicated that toll credits may be available for the required match this funding cycle. If the toll credits do not materialize, sufficient LTF funds are available and will be allocated to the projects.

For FY 2020/21, the Section 5311 apportionment amounts are \$112,274 for Inyo County, and \$85,976 for Mono County. ESTA is finalizing the grant application for this year's Section 5311(f) funding but anticipates that

\$290,000 in federal funding will be requested for the operating costs of the Reno and Lancaster routes.

FINANCIAL

Federal funding for FY 2020/21 under the Section 5311 and 5311(f) programs is expected to amount to \$488,250. These grants would require, at maximum, a total of \$453,570 in matching funds. These matching funds will be provided from LTF allocations provided through the Inyo and Mono County Local Transportation Commissions, as has been the practice in previous years. The federal revenue and required matching funds will be included in the FY 2020/21 budget when it is presented to the Board.

RECOMMENDATION

Approve Resolution 2020-01 authorizing the Executive Director to file and execute applications and supporting documentation on behalf of Eastern Sierra Transit Authority with the Department of Transportation to aid in the financing of planning, operating and/or capital assistance projects pursuant to Sections 5311 and 5311(f) of the Federal Transit Act.

AUTHORIZING RESOLUTION
RESOLUTION NO. 2020-01

A RESOLUTION OF THE EASTERN SIERRA TRANSIT AUTHORITY BOARD OF DIRECTORS, STATE OF CALIFORNIA, AUTHORIZING THE EXECUTIVE DIRECTOR TO SUBMIT GRANT APPLICATIONS UNDER FTA SECTION 5311 (49 U.S.C. SECTION 5311) WITH CALIFORNIA DEPARTMENT OF TRANSPORTATION, AND TO AUTHORIZE THE EXECUTIVE DIRECTOR TO SIGN ALL CORRESPONDING CONTRACTS, CERTIFICATIONS AND REIMBURSEMENT REQUESTS RELATING TO THE AFOREMENTIONED GRANTS ON BEHALF OF THE AUTHORITY.

WHEREAS, the U. S. Department of Transportation is authorized to make grants to states through the Federal Transit Administration to support capital/operating assistance projects for non-urbanized public transportation systems under Section 5311 of the Federal Transit Act (**FTA C 9040.1F and FTA C 9050.1**); and

WHEREAS, the California Department of Transportation (Department) has been designated by the Governor of the State of California to administer Section 5311 grants for transportation projects for the general public for the rural transit and intercity bus; and

WHEREAS, Eastern Sierra Transit Authority desires to apply for said financial assistance to permit operation of service/purchase of capital equipment in Inyo and Mono Counties; and

WHEREAS, the Eastern Sierra Transit Authority has, to the maximum extent feasible, coordinated with other transportation providers and users in the region (including social service agencies).

NOW, THEREFORE, BE IT RESOLVED AND ORDERED that the Board of Directors of the Eastern Sierra Transit Authority does hereby Authorize the Executive Director, to file and execute applications on behalf of with the Department to aid in the financing of capital/operating assistance projects pursuant to Section 5311 of the Federal Transit Act (**FTA C 9040.1F and FTA C 9050.1**), as amended.

That the Executive Director is authorized to execute and file all certification of assurances, contracts or agreements or any other document required by the Department.

That the Executive Director is authorized to provide additional information as the Department may require in connection with the application for the Section 5311 projects.

That the Executive Director is authorized to submit and approve request for reimbursement of funds from the Department for the Section 5311 project(s).

PASSED AND ADOPTED by the Board of Directors of the Eastern Sierra Transit Authority, which provides transit service in Inyo and Mono Counties, State of California, at a regular meeting of said Commission or Board Meeting held on the by the following vote:

AYES:

NOES:

ABSENT:

ATTEST:

By

Linda Robinson, Board Clerk

(Please Print)

Name: _____

Title: _____

Signature: _____

Date: _____

EASTERN SIERRA TRANSIT AUTHORITY

**Minutes of Friday, December 13, 2019
 Regular Meeting**

The meeting of the Board of Directors of the Eastern Sierra Transit Authority was called to order at 11:04 a.m. on Friday, December 13, 2019 at the City of Bishop Council Chambers, 301 West Line St., Bishop, California. The following members were present: Jeff Griffiths, Karen Schwartz, Jennifer Kreitz, Bob Gardner, Bill Sauser, Cleland Hoff and Jim Ellis. Dan Tothoroh was absent. Board Clerk Linda Robinson led the pledge of allegiance.

Public Comment	None.
Executive Director Report	Mr. Moores reported on ESTA activities and performance.
Financial Report – 2019-20	Ms. Bentley presented the Financial Report for the 2019/20 fiscal year as of December 9, 2019.
Operations Report	Mr. Moores presented the Monthly Operations Report for October 2019.
Action Agenda: Approve Resolution 2019-08	Moved by Director Gardner and seconded by Director Kreitz to pass and approve Resolution 2019-08 authorizing submittal of an application for grant funding under the Federal Transit Administration's Bus and Bus Facilities Infrastructure Investment Program, Section 5339(a) and to approve the use of matching funds. Motion carried 7-0 with Director Tothoroh absent.
FY 2019-20 MMSA Contract Amendment	Moved by Director Gardner and seconded by Director Hoff to ratify Amendment No. 7 to the Agreement between ESTA and MMSA for the provision of transit services for the 2019/2020 winter season. Motion carried 7-0 with Director Tothoroh absent.
FY 2019-20 MMSA Transit Privileges Agreement	Moved by Director Gardner and seconded by Director Kreitz to approve the ESTA MOU with MMSA for free MMSA employee transit travel on certain routes at specific times, and authorize the Executive Director to sign and execute the agreement. Motion carried 7-0 with Director Tothoroh absent.

Consent Agenda: Approval of Meeting Minutes	Moved by Director Sauser and seconded by Director Gardner to approve the Meeting Minutes of November 8, 2019. Motion carried 7-0 with Director Totheroh absent.
Annual Report	
Board Member Comments	Director Kreitz commented that ESTA should work with John Urdi regarding transportation plan for airport. Director Griffiths commented that this would be his last meeting as the Chairperson. He thanked everyone.
Closed Session	Open session was recessed at 11:51 a.m. to convene in closed session with Director Totheroh absent to consider: <ul style="list-style-type: none"> a. Conference with Labor Negotiators. (Pursuant to Government Code Section 54957.6) – Authority designated representatives; Phil Moores, Karie Bentley, and John Vallejo. Bargaining Group; ESTA-EEA. b. Conference with Legal Counsel: Executive Director Performance Evaluation (Govt. Section 54957)
Report on Closed Session	Closed session adjourned at 12:46 p.m. to reconvene in open session. Jeff Griffiths reported that no action was taken during closed session.
Adjournment	The Chairperson adjourned the meeting at 12:47 p.m. The next regular meeting of the Eastern Sierra Transit Authority Board of Directors is scheduled for January 10, 2020 at City of Bishop Council Chambers, 301 West Line St., Bishop, CA at 9:00 am.

Recorded & Prepared by:

Linda Robinson
Board Clerk
Eastern Sierra Transit Authority

Minutes approved: