



ESTA BOARD AGENDA

Regular Meeting

Friday, January 13, 2023 at 9:00am

City of Bishop Council Chambers

301 West Line St, Bishop, California

The Agenda is available at www.estransit.com

Chairperson: Bill Sauser

Vice-Chairperson: Open

Board Members:

Chris Bubser (Mammoth Lakes)
Karen Schwartz (Bishop)
Karen Kong (Bishop)
Open (Inyo County)

Jeff Griffiths (Inyo County)
Rhonda Duggan (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)

Voice recorded public comment: To submit public comment via recorded message, please call 760-872-1901 ext. 12 by 4pm Thursday, January 12th. State your name and the item number(s) on which you wish to speak. The recordings will be limited to two minutes. These comments may be shared at the appropriate time during the board meeting.

Email public comment: To submit an emailed public comment to the Board please email pmoores@estransit.com by 4pm Thursday, January 12th and provide your name, the number(s) on which you wish to speak, and your comment. These comments will be shared with all attending Board members.

HOW TO VIRTUALLY ATTEND THE ESTA BOARD MEETING:

Listen to the meeting via phone by calling 669-900-9128 enter meeting code: 760-871-1901#, if prompted, use password 753752. Join the ZOOM meeting on your computer or mobile device by using this link:

<https://us02web.zoom.us/j/7608711901?pwd=VS9TeE4rU0NleWFCY0JTOVhZajEyQT09>

Remember, to eliminate feedback, use only one source of audio for the meeting, not both the phone and the computer.

Begin Recording Meeting & Call to Order

Roll Call

Pledge of Allegiance

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.

*Check meeting attendees. Read emails and/or phone calls submitted.

A. Consent Agenda (Board Action Required)

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.

- A-1 Approval of Regular Meeting Minutes of November 18, 2022
- A-2 Personnel Rules Revision
- A-3 Employee Association Memorandum of Understanding Grant
- A-4 Applications
- A-5 Dan Totheroh Resolution of Appreciation

B. Information Agenda (Receive and File Only)

The following items are presented as information only. Staff is prepared to answer questions on these items, and may verbally emphasize points as necessary. Otherwise, if no member of the public or Board wishes to open a discussion, the Information Agenda will stand as presented, and the meeting will move to the next section.

- B-1 Executive Director's Report
- B-2 Financial Report for 2022/23

C. Action Agenda (Board Action Required)

- C-1 2023 ESTA Board Elections

Open Public Meeting

- C-2 Dial-a-Ride Fare Increase

Close Public Meeting

D. Board Member Comments

E. Closed Session

- E-1 DISCUSSION/POSSIBLE ACTION. Conference with Labor Negotiators. (Pursuant to Government Code Section 54957.6) – Authority designated representatives; Phil Moores and Christy Milovich. Bargaining Group; ESTA-MCEA
- E-2 Report on closed session as required by law.

F. Adjournment

The next regularly scheduled meeting is February 10, 2022 at 11:00 am, in Mammoth, CA. Check ESTA website for details on attending the meeting.

Call to Order

The meeting was called to order at 9:03 a.m.

Roll Call

Board Members Karen Schwartz, Bill Sauser and Bob Gardner attended the meeting in person.
Board Members Rhonda Duggan and Jim Ellis joined the meeting via videoconference.
Board Members Dan Totheroh, Kirk Stapp and Jeff Griffiths were absent.

Pledge of Allegiance

Phil Moores led the Pledge of Allegiance.

Public Comment:

Rick Franz introduced Ben Downard as the new Caltrans Representative.
Ben Downard introduced himself.

Consent Agenda

It was moved by Board Member Bob Gardner and seconded by Board Member Karen Swartz with Board Members Dan Totheroh, Kirk Stapp and Jeff Griffiths absent and carried by a 5-0 roll call vote to approve the consent Agenda as presented.

A-1 Approval of Regular Meeting Minutes of October 14, 2022

A-2 Van Purchase

A-3 FY 2022-23 Winter Service Review

Information Agenda

B-1 Executive Director Phil Moores outlined the 2023 Board Meeting Calendar

B-2 Financial Report for 2022/23

B-3 Dial-A-Ride Fare Increase.

There was no discussion

Action Agenda

C-1 Executive Director Phil Moores outlined the information in the staff report.

There was discussion between Mr. Moores and members of the Board

This subject was moved to January 2023 Board Meeting.

Board Member Comments

Board Member Bob Gardner aid that Mono county is involved in a consulting meeting with Caltrons regarding the June Lake Transportation Plan. It is an exciting opportunity and has implications for ESTA.

Mr. Gardner invited Phil Moores to attend the next meeting Dec. 7 at 5:00 pm.

Chairman Sauser It Snowed! At the LTC meeting there was talk about the Yosemite Reservation system and it has been eliminated. A reminder that when it is snowing & there is heavy snow equipment in ML if you don't see the eyes of the driver, they don't see you. There was a very near miss with the bus.

Closed Session

The Board went into closed session at 9:17 am

The Board returned from closed session at 9:30 am

Chair Bill Sauser reported that there was not reportable action taken in closed session

Adjournment

The meeting was adjourned at 9:31 am to the next regular meeting scheduled to held on December 9, 2022 in Bishop, CA.

Recorded & prepared by:

Linda Robinson
Board Clerk
Eastern Sierra Transit Authority

Minutes approved:

STAFF REPORT

Subject: ESTA Personnel Rules Revision

Presented By: Phil Moores, Executive Director

Background:

With the recent employee association negotiations, a revision of the personnel rules is required.

Analysis/Discussion:

Minor verbiage and format changes were made along with the addition of the Martin Luther King holiday. The Salary Anniversary date language was amended to accommodate the new pay structure for the EEA.

Recommendation:

It is recommended the Board approve attached Resolution 2023-03 Personnel Rules revision.

PERSONNEL RULES
AND REGULATIONS
OF THE
EASTERN SIERRA TRANSIT AUTHORITY

Eastern Sierra
TRANSIT

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PERSONNEL RULES AND REGULATIONS OF THE

EASTERN SIERRA TRANSIT AUTHORITY

ARTICLE I

INTRODUCTION

1. Authority. Adoption of these personnel rules and regulations ("rules") is authorized and directed pursuant to ESTA Resolution 2023-03 adopted in January 2023 of the Eastern Sierra Transit Authority Board of Directors.

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1.2 Objectives The objectives of these rules are to facilitate efficient and economical transportation services to the public and to provide for an equitable system of personnel management by ESTA. The purpose of these rules includes administration of the merit system, classification of positions, compensation of employees, recruitment and qualifications of applicants, appointment of employees, evaluation of performance, promotion, discipline and separation of employees, standards for attendance and leaves, and policies for services and records.

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1.3 Interpretation The ESTA Executive Director shall be responsible for the interpretation of these rules.

1.4 Application These rules shall apply to ESTA employees. These rules shall apply to all employees hired by ESTA. All provisions of these rules shall apply to temporary, emergency, and contract employees with the exception of Articles XII and XIII or as otherwise specified herein, which shall be inapplicable to such employees. Such employees either serve at-will or are subject to contractual provisions.

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1.5 Severability If any section, subsection, sentence, clause or phrase of these rules is found to be illegal or invalid, such findings shall not affect the validity of the remaining portion of these rules.

1.6 Violation of Rules. Violation of any of the provisions of these rules shall be grounds for discipline up to and including termination. The type and extent of disciplinary action shall be determined on a case-by-case basis and shall generally be governed by Article XII of these Rules.

**ARTICLE II
DEFINITIONS OF TERMS**

2. General Statement. All words used in these rules shall be defined as they are normally used in the field of personnel administration. For the purpose of convenience, the following words are defined. Words in the singular number include the

plural, and words in the plural number include the singular. The word "shall" is mandatory and not discretionary. Words in the masculine shall include the feminine and vice-versa.

2.1 Administrative Leave. Leave of absence with pay and benefits which may be imposed by the ESTA Executive Director pursuant to these Rules.

2.2 Advancement. A salary increase within the limits of a pay range established for a classification.

2.3 Anniversary Date. The date used in the rules for determination of an employee's eligibility for pay increases and for rendering of performance evaluations. [Employee association MOU's will dictate pay increases for employee members of these associations.](#)

2.4 Appellant. A person who has appealed an action, inaction, charge or procedure.

2.5 Applicant. A person who files an application for a position of employment with the ESTA.

2.6 Appointment. The designation of a person to fill a position of employment.

2.7 Appointing Authority. Except the positions appointed by the Board of Directors, the ESTA Executive Director or designee shall be the appointing authority.

2.8 Authorized Strength. The assignment of a single position to its proper class in accordance with the duties performed and the authority and responsibilities exercised as approved by the Board of Directors. Specification of the number of positions within each job classification that the Executive Director is authorized to fill without additional Board authorization.

2.9 Benefitted Employee. A 50%, 75% or 100% employee as defined in the Employment Category Levels.

2.10 Bereavement Leave. A specified period of time in which an employee may take a leave of absence with pay due to the death of the employee's family member.

2.11 Board of Directors. The duly appointed legislative body of the Eastern Sierra Transit Authority, also [be](#) referred to herein as "Board".

2.12 Candidate. A person who has taken an examination, applied for, or has interviewed for a position in the classified service whose name has not been recorded on an employment list.

2.13 Class of Position. All positions of employment sufficiently similar in duties, authority, responsibility and working conditions to permit grouping under a common title in the application with equity of common standards of selection, transfer, demotion and salary.

2.14 Classification. The identity of a position of employment by title.

2.15 Classification Plan. An orderly arrangement of separate and distinct classes so that each class will contain all those positions which are sufficiently similar in respect to duties and responsibilities to meet the requirements as established under the definition of class.

2.16 Classification Series. A group of classifications ranked from lowest to highest salary in which there are natural lines of progression from the lowest to the highest because of the inclusion in the higher classification(s) of those qualifications that are required in the lower classification(s).

2.17 Classified Service. All positions of employment in the service of ESTA allocated to classes in the classification plan, except for temporary, contract, emergency, and those appointed by the Board of Directors.

2.18 Compensation. Salaries and wages paid to employees.

2.19 Compensation Plan. The schedule of salary ranges and steps set forth in a salary ordinance and/or resolution for the various classifications in the classification plan.

2.20 Confidential Employee. An employee who in the course of his or her duties has access to information relating to ESTA's administration of employer-employee relations, as defined in the Employer/Employee Resolution.

2.21 Contract Employee. A person whose services are obtained to perform a specific duty for a specific period of time pursuant to an individual written agreement signed by the employee and by the Chairman of the Board of ESTA or designee.

2.22 ESTA. The Eastern Sierra Transit Authority is a Joint Powers Authority created pursuant to Government Code Section 6500 et.seq.

2.23 ESTA Executive Director. ESTA's chief executive officer, as appointed by the Board of Directors.

2.24 Days. Calendar days, unless stated to be otherwise.

2.25 Demotion. The voluntary or involuntary transfer of an employee from a position in one class to a position in another class having lesser responsibilities and a lower salary grade or to a lower step in a classification grade or hierarchy of positions.

2.26 Disciplinary Action The discharge, demotion, suspension, or issuance of a written or oral reprimand or warning, or any other action taken for punitive, corrective or disciplinary reasons, towards an ESTA employee.

2.27 Disciplinary Suspension A disciplinary action that temporarily separates an employee from ESTA service without pay.

2.28 Dismissal. The discharge or termination of an employee by ESTA from ESTA employment.

2.29 Emergency Appointment. An appointment made to meet immediate requirements of an emergency situation, such as fire, flood, or earthquake, which threatens life or property, where such employment is not anticipated to endure beyond the duration of such an emergency. An emergency shall be as defined by the Government Code.

2.30 Employee. A person appointed to, and occupying, a position in ESTA employment, providing personal services to ESTA. This excludes independent and outside contractors and volunteers serving without compensation, unless required by law to be otherwise.

2.31 Examination. An appraisal process conducted at a specified time and place at which applicants are required to appear.

2.32 Exempt Employee. An employee who fills a position that qualifies for the executive, administrative, or professional exemption as defined by the Fair Labor Standards Act (FLSA).

2.33 Family Member. An employee's or applicant's parent, child (natural, adopted or step), child for whom said employee is legal guardian, spouse, sibling, grandparent, grandchild, parents in-law, and siblings in-law, domestic partners.

2.34 Employment Category Levels Employment levels identify the [minimum rolling 12-month](#) average number of hours per week and the resulting level of benefit eligibility for employees.

100% Employee - Average 35 or more hours per week or no less than 1820 hours in a year
75% Employee – Average 28 to 34 hours per week or no less than 1456 hours in a year
50% Employee – Average 20 to 28 hours per week or no less than 1040 hours in a year
Non-Benefitted Employee – [Hours based on business needs](#).

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2.35 Grievance A written claim by an employee or recognized employee organization on behalf of an employee or group of employees, that ESTA has violated, misinterpreted or misapplied a provision of these rules, a memorandum of understanding applicable to such employee or a written ordinance or resolution. Individual grievances must be signed by the employee, group grievances should be signed by the members of the group grieving, and recognized employee organization grievances should be signed by an authority in the recognized employee organization.

2.36 Grievance Procedure The process, set forth hereinafter, by which the merits of a grievance are determined.

2.37 Holiday Pay. Payment of wages to a benefitted employee at the rate of eight (8) hours of straight time pay at employee's current hourly wage for 100% employees; six (6) hours of straight time pay at the employee's current hourly wage for 75% employees; and, four (4) hours of straight time pay at the employee's current hourly wage for 50% employees. Holiday pay is not associated with hours worked or not worked by the employee on the holiday. Part-time non-benefitted employees shall not receive holiday pay.

2.38 Holiday Premium Pay. 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.

2.39 Hire Date The first date of employment of an employee.

2.40 Immediate Supervisor. The lowest level supervisor who directs the work of an employee and who has immediate jurisdiction over an employee and has been designated as the initial recipient of a grievance. As defined in ESTA Employer-Employee Relations Resolution.

2.41 Industrial Accident/Illness Leave. A period of time, either paid or unpaid, provided to an employee who is disabled due to an injury or illness arising out of and in the course of his or her employment to recover from such injury or illness in accordance with the California Labor Code

2.42 Layoff The separation or the involuntary reduction in hours of employees from the active work force due to reorganization or lack of appropriation as determined by the Board of Directors.

2.43 Management Employee. An employee who is engaged in developing, implementing or recommending policy, or who has authority to administer discipline to subordinates, including but not limited to ESTA Executive Director, Administrative Manager, Administrative Specialist 1-3, and others who recommend or otherwise significantly affect ESTA policy as defined in the Employer/Employee Resolution.

Deleted: Transit Analyst, Transit Operation Supervisor, Administrative Analyst/Board Clerk, Account Clerk I

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2.44 Merit Salary Increase. The increase of an employee's salary within the salary range resulting from satisfactory job performance. Employee association MOU's dictate salary increases.

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2.45 Non-benefitted Employee. An employee other than a benefitted employee.

2.46 Overtime The time in which a non-exempt employee is required or permitted to work beyond the number of hours of the work period or work week, unless otherwise provided in an applicable memorandum of understanding.

2.47 Position A collection or group of duties and responsibilities, which require the full- or part-time services, and employment of one person.

2.48 Probationary Employee An employee in the classified service who, during a probationary period, is required to demonstrate his or her fitness by actual performance of the duties of the position to which he or she has been appointed.

2.49 Probationary Period A six-month period of time following the appointment of an employee to a position in the classified service to be considered an integral part of the examination, recruitment, testing and selection process during which the employee is required to demonstrate satisfactory fitness for the position to which he or she has been appointed by actual performance of the duties of such position.

2.50 Promotion The movement of an employee from one class to a higher class of employment having greater responsibilities and a higher maximum base rate of pay.

2.51 Range. A number assigned to a position title, which indicates the salary steps for that position.

2.52 Reasonable Cause. The facts, conditions or circumstances, which justify disciplinary action against an employee.

2.53 Reclassification. The reassignment from one class to a different class at the same salary step, in accordance with a re-evaluation of the minimum qualifications, duties and responsibilities.

2.54 Regular Employee An employee in the classified service who has successfully completed his or her probationary period and has been retained.

2.55 Reinstatement The restoration without examination of a former employee to the same or lower classification within the same classification series in which the employee formerly served as a regular employee.

2.56 Rejection The separation of an employee from the classified service during his or her probationary period.

2.57 Resignation. The voluntary separation by an employee from ESTA employment.

2.58 Rules. These personnel rules, as they may be amended from time to time.

2.59 Salary Anniversary Date.

a) Salaries are adjusted per employee association MOU changes.

2.61 Salary Range. Where applicable, the range of pay an employee may earn while employed in a particular classification.

2.62 Seasonal Employee. A seasonal employee shall be one employed only for certain specified periods of the year to perform specific duties only required by ESTA during such time periods, such as employees who only work during summer months or during winter months for purposes related to service demand patterns.

2.63 Sick Leave. Absence from work of an employee because of illness or injury to the employee not incurred on the job, exposure to contagious disease, medical or dental appointments, or care for a sick member of an employee's family.

2.64 Step. The various increments of a salary range, from minimum to maximum, authorized for the class where applicable.

2.65 Temporary Assignment. The temporary assignment of an employee to duties other than those of said employee's regular assignment. All temporary assignments are at the will and discretion of the Executive Director.

2.66 Temporary Employee. A person who possesses the minimum qualifications established for a particular class and who has been appointed to a position in that class on other than a probationary or regular basis. Such an appointment shall not exceed six months. The ESTA Executive Director may extend the appointment for one additional six-month period. Temporary employees are not part of the classified service.

2.67 Termination The separation of an employee from ESTA service because of retirement, resignation, death or dismissal.

2.68 Transfer. The movement of an employee from one primary work site to another having similar responsibilities without changing the employee's class or maximum salary rate. The Executive Director shall take all reasonable steps to inform employees of transfer opportunities.

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For promoted employees in the classified service, the salary anniversary date shall be the date on which the employee's promotion becomes effective. Thereafter, the salary anniversary date shall be the first day of the pay period after completion of both one year and 1,000 hours worked from the current salary anniversary date. ¶¶
Any regular employee who takes an authorized leave of absence without pay shall have his or her salary anniversary date extended by the same amount of time as his or her period of leave.

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Deleted: 2.60 Salary Schedule. An annual listing of the minimum to maximum salary ranges of pay for all defined ESTA classifications as prepared by the ESTA Executive Director or designee and adopted by the Board by resolution. ¶

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2.69 Work Day. The shift to which an employee is assigned regardless of length. A part-time shift may be a portion of the work day of a full-time employee.

2.70 Work Week. For employees, a regularly recurring period of seven consecutive twenty-four hour days beginning at 12:01 a.m. each Monday morning and concluding at 12:00 a.m. (midnight) the following Sunday night.

ARTICLE III

GENERAL PROVISIONS

3.1 Administration. The ESTA Executive Director or his or her designee shall be responsible for the administration of these rules. The ESTA Executive Director may delegate any of the powers and duties related herein to the Transportation Director. The ESTA Executive Director shall:

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- (a) Act as the appointing authority for all ESTA employees.
- (b) Administer all of the provisions of these rules except as specifically reserved to the Board.
- (c) Prepare and recommend to the Board any appropriate rules and revisions to these rules, subject to the meet and confer requirements of the Meyers-Milias-Brown Act, Government Code section 3500 et seq.
- (d) Prepare or cause to be prepared, and revise as appropriate, a position classification schedule, including class specifications.
- (e) Have the authority to reclassify employees in accordance with class of positions established by salary schedule.
- (f) Have the authority to discipline ESTA employees in accordance with these rules.

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3.2 Amendment of Rules. Recommendations for amendment and revision of these rules may be made by the ESTA Executive Director to the Board of Directors. Prior to consideration by the Board, any proposed substantive amendment within the scope of representation shall be subject to the meet and confer process pursuant to the Meyers-Milias Brown Act, Government Code Section 3500 et seq., with all duly recognized employee organizations.

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3.3 Fair Employment Practices ESTA offers equal opportunity in all matters of employment. Employment is based solely upon the qualifications of the individual applicant. ESTA shall not discriminate against any employee or applicant for employment because of such person's race, color, sex, age, national origin, ancestry, religious creed, marital status, veteran's status, physical or mental disability, medical condition, sexual orientation or political belief. Any technique or procedure used in recruitment and selection of employees shall be designed to measure only the job-related qualifications

of applicants. No recruitment or selection technique shall be used which, in the opinion of the ESTA Executive Director, is not reasonably linked to successful job performance.

3.4 Harassment Policy. It is the policy of the ESTA to provide a work environment free from discriminatory harassment. In order to achieve that policy, the ESTA has adopted an ESTA Harassment Policy, the terms of which are incorporated herein by this reference.

3.5 Nepotism Policy An applicant shall not be denied the right to file an application and to be considered for employment. However, the ESTA retains the right to refuse to hire or place a person under the direct supervision of a family member if such action has the reasonable potential for creating an adverse impact on supervision, safety, security or morale, or which involves reasonably potential conflicts of interest.

Upon the marriage or creation of a relationship due to marriage or creation of a domestic partnership between two ESTA employees, which has the reasonable potential to impact supervision, safety, security or morale, the immediate supervisor shall notify the Executive Director. The Executive Director shall be responsible for consulting with the immediate supervisor and the specific employees in accommodating the situation in accordance with these guidelines. When in the opinion of the Executive Director a situation occurs which could reasonably create a potential conflict, every attempt shall be made to transfer one employee to a position where no such potential conflict would exist. In the event such a transfer is not feasible, the employees shall be given the opportunity to make the decision as to which one shall resign. In the event neither employee resigns, the least senior employee shall be laid off with reinstatement rights to a position in the same or similar position when a potential conflict no longer exists.

The ESTA Executive Director shall be the final determining authority in all such matters.

3.6 Gratuities and Gifts. Since service rendered by an ESTA employee requires unimpeachable public trust, confidence, and impartiality, an employee shall disclose to his or her department head, any personal gift, including tip, which exceeds \$50.00 which is received from any person or entity for whom the employee has contact as an ESTA employee. No employee shall accept any personal gift or combination of personal gifts from a single source in excess of \$250.00 in value. No employee shall accept any personal gift regardless of value, which could reasonably be construed as a gift or gifts given to obtain a benefit or advantage from ESTA.

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3.7 Personal Telephone Calls. Landline Telephones, cellular phones and two-way radios provided by ESTA are for use in conducting ESTA business. Use of ESTA landline telephones by ESTA employees for personal reasons, which are local and non-long distance, is permissible, but such calls shall be kept to a minimum and not interfere with the execution of ESTA business. ESTA landline telephones may not be used for

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personal long-distance calls. Personal use of ESTA cell phones by ESTA employees while operating a transit vehicle is prohibited by State Law and ESTA regulations. Personal use of cellular phones shall be kept to a minimum, not interfere with the execution of ESTA business, and not permitted while vehicle is in motion. Use of ESTA two-way radios for any personal use are strictly prohibited.

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3.8 Outside Employment. No ESTA employee shall engage in any outside employment which is inconsistent, incompatible and/or in conflict with their ESTA employment. Benefited ESTA employees (100%, 75%, 50%) shall not engage in any outside employment without first obtaining written approval from the Executive Director or Operations Supervisor. Approval will not be unreasonably withheld so long as the outside employment does not negatively affect the employee's job performance with ESTA. Non-benefited part-time employees are not precluded from outside employment as a condition of employment with ESTA.

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3.9 Alcohol and Drug-Free Workplace It is ESTA's intent to maintain an alcohol and drug-free workplace. Any employee found to be in violation of this policy shall be subject to disciplinary action up to and including discharge. ESTA has adopted a Federal Transit Administration compliant Drug Free Workplace policy, which is incorporated herein by reference.

The unlawful manufacture, distribution, dispensation, possession or use of any alcohol or illegal drug or controlled substance is prohibited on the job or in the ESTA workplace. ESTA reserves the right to require that an employee undergo testing if ESTA determines that reasonable suspicion exists to believe that an employee is under the influence of any alcohol or illegal drug or controlled substance. Any employee found to be in violation of this policy or who has been convicted of violating a criminal drug statute shall be subject to the disciplinary actions which are outlined in these rules. ESTA may place a willing employee with an available employee assistance program or service for purposes of rehabilitation under appropriate circumstances, in conjunction with or in mitigation of disciplinary action.

3.10 Personnel Records and Files. The Executive Director shall maintain an official personnel file for each ESTA employee showing the name, title of position held, salary and employment history and status, performance evaluations, records of disciplinary actions, and such other information as may be considered pertinent by the ESTA Executive Director. Supervisors may keep working files, but material not maintained in the official personnel file shall not provide a basis for discipline against an employee. All material in the personnel file that is derogatory in nature, must be presented to the employee and the employee given the opportunity to respond to the material. If an employee is not provided an opportunity to respond to the material, such material shall not be used against an employee in a disciplinary action.

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(a) Inspection of File by Employee Upon an appropriate request, an employee may inspect his or her personnel file. Such inspection shall occur at a time and in a manner mutually agreed upon by the employee and ESTA. An employee who provides an authorization may have a representative or counsel of his or her choice inspect the personnel file.

(b) Receipt of Copies of Records Copies of materials in an employee's personnel file shall be provided to the employee upon request. The employee shall bear the cost of duplication.

(c) Pre-employment Information Pre-employment information, such as reference checks and responses, or information provided ESTA with the specific request that it remain confidential, shall not be subject to inspection or copying by the employee or applicant.

(d) Placement in File Upon request of the employee, an employee may place documents in his or her personnel file that commend his or her job performance with ESTA or demonstrate educational attainment. Disciplinary documents shall be placed in the personnel file. An employee shall be provided a copy of any documents placed in his or her personnel file.

(e) Retention of Records. The files of all employees who have separated from ESTA employment, regardless of reason, shall be retained for a minimum of three (3) years after the employee's date of separation. All employment applications of persons who are not offered employment with ESTA shall be retained for a minimum of three (3) years.

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3.11 Release of Information. No person other than the employee, his or her designated representative, ESTA Executive Director, ESTA Counsel, special legal counsel, the employee's supervisor, or their designated representatives, shall have access to an employee's personnel file, unless required by law.

3.12 Disclosure of Information. Except as provided above, as is authorized by law, or upon receipt of a duly executed written authorization from an employee, the only information that shall be disclosed from the personnel file of a current or former ESTA

employee will be the employee's current or final job title and inclusive dates of employment with ESTA.

3.13 Reference Checks. It is the policy of ESTA that all reference checks and requests for information concerning current or former employees be responded to only by the ESTA Executive Director, or designated representative. No ESTA employee shall provide any information concerning a current or former employee of ESTA to anyone seeking information concerning such current or former ESTA employee. All such requests for information, whether received personally, by telephone or in writing, shall be directed to the Executive Director. Any violation of the above shall be considered grounds for disciplinary action.

3.14 Use in Disciplinary Proceedings Nothing herein other than as provided in Section 3.11 shall preclude or specifically deny the use of any information in an employee's personnel file where relevant in any phase of a disciplinary or probationary action, by either ESTA or the employee.

3.15 Smoking Policy. Smoking and chewing tobacco is prohibited in all ESTA facilities and ESTA vehicles. Smoking means inhaling, exhaling, burning or carrying a lighted cigar, pipe, cigarette, e-cigarette, or other plant.

3.16 Bulletin Boards Space shall be provided on ESTA designated bulletin boards for posting of notices and bulletins of the following types:

- (a) Notice of recreational, social affairs and related business news.
- (b) Notices of elections; provided that this shall not include campaign materials.
- (c) Notices of recognized employee organization appointments and results of their elections.
- (d) Notices of employee organization.
- (e) Employee organization constitution, by-laws and proposed amendments thereto.
- (f) Such other notices as may be mutually agreed upon by an employee organization and the ESTA Executive Director.
- (g) There shall be no postings on ESTA building doors or windows or vehicles.

All materials posted on such bulletin boards shall indicate the name of the employee organization responsible for the material and clearly indicate the author's identity, preferably by signature by an official of the organization. It must be clearly understood that such material is neither official material nor endorsed by ESTA, and the material may not contain anything that would identify it as such.

In no case shall obscene material or personal attacks on anyone be placed on any bulletin board. Copies of all information posted on any bulletin board pursuant to this rule shall be submitted to the Executive Director at the time of posting. In the event objectionable material is posted, the Executive Director will so inform the organization representative, stating the basis for the objection, and such material shall be removed from the bulletin board immediately.

No employee organization shall post, or authorize any of its members to post, any material anywhere upon ESTA property except as provided in this rule. ESTA may remove or relocate any of its bulletin boards in the event of violations of this section or for reasons such as alterations in physical facilities, etc., and will inform the employee organizations whenever ESTA removes such bulletin boards.

Excluding meal and break periods, in no case shall the distribution of literature at the work place of employees be allowed during regular working hours.

3.17 Search of Lockers, Desks and Other Containers. Lockers, desks and other containers provided to employees for their convenience are and remain ESTA property. Such lockers, desks and other containers are to be secured by ESTA locks. No personal locks are to be used. Employees have no right to privacy in utilizing any such lockers, desks and other containers. ESTA specifically retains the right to open and search any such locker, desk or container at any time for any purpose. These will not be opened and inspected without ESTA having given the employee prior notice and the opportunity to be present at the time of opening and inspection.

3.18 Safety and Health. ESTA and each employee shall comply with all applicable safety laws, rules and regulations. All employees shall follow safety practices, use personal protective equipment as required, render every possible aid to safe operations, and report to proper authority all unsafe conditions or practices. All workplace injuries shall immediately be reported to the supervisor, department head and risk manager. Any violation of this requirement shall be a basis for disciplinary action.

3.19 Personal Property Damage. Any employee who suffers damage to his or her personal property while in the scope of employment shall be reimbursed for said damage upon certification by the ESTA Executive Director that such damage occurred in the course of his or her employment and that the amount claimed is reasonable. For this provision to apply, the employee must first have received written authorization from the

ESTA Executive Director that such personal property may be in the possession of and/or utilized by the employee while in the scope of employment.

3.20 Conflict of Interest All ESTA employees and officials required to do so by the Political Reform Act of 1974, as amended (Government Code § 87100 et seq.), or by the ESTA Conflict of Interest Code shall comply with all statutes, regulations and ordinances regarding conflict of interest and incompatible activities. Failure to do so may constitute grounds for disciplinary action up to and including termination.

3.21 Fitness for Duty. The Executive Director, or Immediate Supervisor, who has reasonable cause to believe that an employee is not capable of properly performing the essential functions of his/her position may require such employee to submit to a fitness for duty examination. The medical professional performing the fitness for duty examination shall inform ESTA whether or not the employee is fit to perform his or her essential functions. No other information shall be provided to ESTA without a release signed by the employee which release shall not be required. An employee who knowingly and deliberately makes a false claim or charge that another employee is not fit for duty will be subject to disciplinary action, up to and including termination.

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ARTICLE IV

CLASSIFICATION PLAN

4.1 Preparation, Adoption and Amendment. The ESTA Executive Director shall ascertain and record the duties and responsibilities of all ESTA positions in the classified service for inclusion in the classification plan. The classification plan shall be so developed and maintained to ensure that all positions which are substantially similar with respect to duties, responsibilities, authority and character of work are included within the same class, and that the same schedules of compensation shall apply to all positions in the same class. Each classification shall have a written specification. Classification specifications are explanatory, but not restrictive. The listing of particular tasks shall not preclude the assignment of other related kinds of tasks or related jobs requiring lesser skills. The classification plan shall be amended or revised, as required.

4.2 Allocation of Positions. Positions shall be as approved by the Board of Directors in the annual budget. The ESTA Executive Director shall approve the appointment of employees to positions in the classification plan. Only allocated positions which have been approved by the Board may be filled, except that emergency and part-time positions, temporary positions, seasonal position may be approved and filled by the ESTA Executive Director without prior Board approval.

4.3 New Positions. When a new position is created, no person shall be appointed or employed to fill the position prior to the position's assignment to a class of position, unless otherwise provided by these Rules.

4.4 Reclassification. The duties of positions, which have been changed substantially over time so as to require reclassification, shall be allocated to an appropriate class. Reclassification shall not be used for the purpose of avoiding rules governing demotions or promotions. Should the duties of a position change over time, the Immediate Supervisor may request the reclassification of the position. After proper review or study by the ESTA Executive Director or designee, the position may be allocated to a higher or lower classification by the Board. The wage level of any employee holding a reclassified position shall remain at the same step within the new range. No change in the title of any job classification shall affect the tenure of the holder thereof where the position is, in effect, continued in existence. A reclassification will not cause a change in an employee's anniversary date.

4.5 Types of Appointments. Except for temporary vacancies and provisional appointments, all vacancies shall be filled by transfer, promotion, demotion, re-employment, and reinstatement or from candidates recruited from outside of the Agency. In the absence of eligible candidates in one of the above categories, temporary appointments may be made in accordance with these rules.

4.6 Emergency Appointments. To meet immediate requirements of an emergency condition as defined in 2.32 of these Rules which threatens life or property or the suspension of scheduled bus services, the ESTA Executive Director may create positions and employ such persons as temporary employees as may be needed for the duration of the emergency. The method of hiring for emergency appointments shall be subject to the discretion of the ESTA Executive Director. All such appointments shall be reported to the Board as soon as possible and shall be compensated at an hourly rate as approved by the ESTA Executive Director. Emergency appointees shall not be entitled to appeal disciplinary actions and have no rights to continued employment beyond the duration of the emergency for which they are employed.

4.7 Acting Appointments. If deemed to be in the best interest of ESTA, the ESTA Executive Director may authorize and approve an acting appointment.

- (a) An acting appointment may be authorized for a period not to exceed six (6) months from the date of appointment, subject to an extension for an additional six (6) months on written approval of the ESTA Executive Director. All acting employees must meet the minimum qualifications for the vacant position.
- (b) Employees filling temporary appointments serve at the will of the Executive Director and may be removed at any time without cause or right to appeal.
- (c) During the acting period, the employee will be assigned the title of the acting position and will be paid at the salary range of the acting position for the duration of the acting assignment.
- (d) No employee in a temporary appointment shall receive a merit increase except after accrual of 1040 hours as provided in Section [8.2 (3).]
- (e) While serving in an acting appointment, the employee shall continue to receive regular ESTA benefits. In addition, the employee shall receive any benefits of the temporary position. However, if an employee receiving overtime benefits is assigned to an acting position, which does not receive overtime benefits, the employee shall not receive overtime pay for the duration of the assignment. An employee, shall continue to accrue seniority in his or her position and shall be eligible to receive merit increases in the position.
- (f) If an employee serving a temporary appointment is

permanently appointed to the position, time served in the temporary appointment will be applied toward fulfilling the required probationary period.

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4.8 Working Out of Class. Unless otherwise provided in a memorandum of understanding, any employee assigned work in a higher classification will have his/her salary increased by a minimum of 5% or be increased to the higher classification for the time worked, which-ever is greater, after five (5) working days, effective the first day worked.

Nothing herein shall be construed as limiting management's authority to assign ESTA employees temporarily to different or additional work duties and responsibilities for the purpose of responding to emergencies or necessary special, limited time assignments.

- a. Out of class assignments shall be recorded as an employee's regularly assigned workday.
- b. An employee assigned some but not all of duties of a higher-class position shall have his/her salary increased by a minimum of 5%.
- c. To qualify for the full salary of the out of class position, an employee must be assuming substantially the full range of duties and the responsibility of the higher-level position.
- d. Time worked out of class shall not be credited toward the completion of probationary requirements in the higher class.

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ARTICLE V

COMPENSATION PLAN

5.1 Preparation of Plan The ESTA Executive Director shall prepare a compensation plan that will be incorporated In whole or in part into a Memorandum of Understanding (MOU) with any employee group.

5.2 Adoption of Plan The Board shall review the proposed compensation plan, make any changes the Board believes necessary or desirable and in its discretion approve the plan by incorporating it in a salary resolution.

5.3 Application of Rates An employee shall be paid a salary within the range or established for the class or position to which he or she has been appointed.

5.4 Salary Payment Procedure.

(a) Schedule of Payments. Employees shall be paid on a schedule of dates approved by the Board.

(b) Certification. Each supervisor or authorized designee shall, at the time he or she submits the payroll to the Auditor or authorized designee, certify that each employee has performed the number of days of work shown. The Auditor shall not issue a payroll warrant unless there is an authorized position supported by a valid personnel action form to substantiate the rate shown on the department payroll for each employee. The Supervisor shall determine and certify the payroll of the employees to the Auditor before warrants are issued to such employees.

(c) Time/Payroll Sheets: Time/payroll sheets showing hours worked and leave taken must be completed by each ESTA employee. Such sheets must be signed by the individual employee, the employee's supervisor, or designee. Time/payroll sheets will be reviewed and audited by the ESTA Auditor. Notice of any correction(s) to the time/payroll sheet will be sent to the employee and the Supervisor. Such corrections will be deemed final unless questioned by the employee within thirty (30) days after notice of correction has been given to the employee. Unresolved matters may be taken to the Executive Director for determination, which shall not preclude the filing of a grievance should the employee wish to do so after review by the Executive Director.

(d) Separation. Employees who leave ESTA employment for any reason, shall receive their final pay with the next regularly scheduled payroll cycle.

5.5 Compensation for New Employees. New employees shall be at the first step of the salary range for the class to which appointed. The ESTA Executive Director may approve an appointment to a higher step in the range depending upon the experience and qualifications (e.g. level of driver's license held by the applicant) of the applicant.

5.9 Promotion. An employee promoted to a position in a class with a higher salary range may be paid either at the minimum rate of the new range or at the nearest higher rate to that which he or she would otherwise be entitled to in his or her former position on the date his or her promotion is effective, whichever is greater. However, the pay rate shall be at least 5% above the present rate of pay, or at the highest step in the promoted salary range, if less than 5% higher.

5.10 Demotion. An employee demoted to a position in a class with a lower salary range shall be paid at the step currently held unless the appointing authority directs placement in a different step.

5.11 Transfer. An employee transferred to a different work site in a class with the same range shall receive the same salary.

5.12 Change in Range Allocation. The salary of an employee in a position in a class which is reallocated to a new salary range shall be adjusted to the corresponding step of the new range, i.e., step to step.

5.13 Position Reclassification. The salary of the incumbent in a position which is reclassified shall be adjusted to the corresponding step of the new classification, i.e. step to step.

5.14 Overtime. Overtime may be worked only when approved in advance by the Executive Director, except in the case of an emergency or when reasonable, unforeseeable operational needs prohibit advance notice.

Payment for overtime shall be made to FLSA non-exempt employees at either the rate of time and one-half the employee's regular hourly rate, or at one and one-half hour of compensatory time for each hour of overtime worked. The ESTA Executive Director shall determine which employees and position classifications are FLSA exempt for purposes of entitlement to overtime compensation. Overtime shall be paid or compensatory time off given for all hours worked by non-exempt employees in excess of 40 hours in the work week unless otherwise provided in an applicable Memorandum of Understanding.

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Deleted: When an employee is involuntarily terminated from ESTA employment (dismissed), his or her supervisor should immediately prepare a special payroll, certify it as provided in this section and submit it to the Administrative Analyst, who shall process the employee's final pay. Such final pay shall include all compensation due to the employee up to and including the employee's final workday, including all accrued but unused leave time and any other amounts due to the employee.

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Deleted: 5.6 Anniversary Date. Each employee in the classified service shall have an anniversary date to be determined as follows:¶

New Employees. For a new employee, the salary anniversary date shall be the first day of the pay period following completion of both one year and 1,000 hours worked after the date of hire. Thereafter, the salary anniversary date shall be the first day of the pay period following completion of both one year and 1,000 hours worked from the current salary anniversary date.¶

Promotion or Demotion. An employee who is promoted or demoted shall have a new anniversary date which shall be the effective date of his or her promotion or demotion. Thereafter, the salary anniversary date shall be the first day of the pay period following completion of both one year and 1,000 hours worked.¶

Transfer. An employee who is transferred shall have no change in anniversary date.¶

Change in Range Allocation. If the salary range of a class is changed, the anniversary date of an employee holding a position allocated to said class shall not change.¶

Reclassification. If the position held by an employee is reclassified to a new class with a higher salary range, the employee shall not have a new anniversary date. ¶

Service Interruptions. The granting of any leave of absence without pay exceeding fifteen (15) calendar days shall cause the employee's anniversary date to be postponed the number of calendar days in such leave.¶

Modified Duty. Where an employee is assigned to modified duty in order to make a reasonable accommodation when required by state or federal law the employee's anniversary date shall not be affected thereby.¶

5.7 Merit Advancement Within Range. An employee may be advanced on his or her anniversary date to the next higher step of the salary range if he or she has earned such advancement. ¶

5.8 Progression on Merit Steps¶
Benefitted, Non-Benefitted, Temporary. ¶
Normal Progression. 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 1,000 hours worked following either the date of hire, or the last salary anniversary date.¶

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Overtime: Paid Time. For positions which do not meet one of the Fair Labor Standards Act (FLSA) exemption categories, overtime hours worked shall be compensated in one of the following ways for time worked (pursuant to rule 5.16) in excess of forty (40) hours in the work week:

1. as paid time at the rate of one-and-one-half times the rate of pay; or
2. as compensatory time accrued at the rate of one-and-one-half hours for each hour worked

5.15 Standby, Call-Out and Extra Work Policy

Compensation for standby duty shall be as set forth in duly adopted memoranda of understanding.

An employee assigned to standby duty must be available to work at all times during the period of time they are in standby mode. The employee must refrain from consuming alcoholic beverages or other substances which could impair his or her effectiveness or safety on the job. Violation of this policy shall result in disciplinary action, as outlined in Chapter XII of these rules.

Nothing herein shall be construed to require that ESTA establish standby duty for employees.

(a) Call-Out Compensation.

Compensation for callout duty shall be as set forth in duly adopted memoranda of understanding.

Unless otherwise provided in a memorandum of understanding, employees eligible for callout compensation are those who have ended their workday and left their place of employment and have performed duties outside of normal working hours.

5.16 Work Week. For purposes of applying the overtime requirements of the Fair Labor Standards Act (FLSA), the work week for ESTA employees shall begin at 12:01 a.m. Monday and end at 12:00 a.m. (midnight) Sunday night. Comprehensive leave, holiday hours or other leave time will not be included as time worked for purposes of calculating FLSA overtime.

5.17 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. [The holiday premium](#)

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[overtime pay applies to either the ESTA designated holiday, or the official holiday, but not both.](#)

ARTICLE VI

RECRUITMENT AND SELECTION

6.1 Employment Goals and Policies. In adopting these rules, it is the goal of ESTA to employ the most qualified individuals and to achieve excellence in serving the needs of ESTA stakeholders. Employment and promotions in ESTA shall be based upon merit and shall be free from political influence and discrimination based upon religious creed, age, sex, marital status, race, color, national origin, ancestry, medical condition, physical or mental disability, sexual orientation and political affiliation.

6.2 Job Announcements Job announcements providing information about the position, its title and pay, location of workplace, its major responsibilities and duties, qualifications, where and when to apply, and the last day on which applications will be accepted shall be prepared and distributed by the ESTA Executive Director or designee. All positions to be filled will be publicized by posting announcements on ESTA's official bulletin boards and in such other places deemed advisable by the ESTA Executive Director or designee. Employees may suggest additional locations.

Notice of opening shall be posted a minimum of ten (10) working days before the filing deadline for applications. Notice of promotional openings shall be posted a minimum of ten (10) working days before the filing deadline for applications.

A job announcement is not and shall not be construed as an offer of employment.

6.3 Employment Applications. Applications for employment or promotion with ESTA shall be made on forms approved by the ESTA Executive Director. All information required by the application shall be provided and the applicant shall certify under penalty of perjury as to the truth thereof. A materially false statement or omission on an application may disqualify the applicant and may be cause for termination or other discipline if the applicant is or subsequently becomes an employee of ESTA. Resumes and other supplementary information may be submitted and attached to the application for consideration, but may not be used as a substitute for the application. In order to be considered, an application must be actually received at the ESTA office by the final day of the advertised recruitment period. Postmarks shall not be accepted. All employment applications shall be kept confidential by ESTA as permitted by law.

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The ESTA Executive Director may, at his or her discretion, establish a maximum number of applications to be accepted by ESTA for employment vacancies in cases where the ESTA Executive Director determines that the number of applications anticipated will be so numerous as to preclude an effective evaluation of each such application. Where such maximum number has been established, such facts shall be set forth in the job announcement.

6.4 Recruitment. It is the ESTA's policy to recruit the best qualified persons available regardless of religion, creed, age, sex, marital status, race, color, national origin, ancestry, political affiliation, medical condition, sexual orientation and physical or mental handicap, unless sex or physical ability is a bona fide occupational qualification.

In order to assure equal opportunity for employment, it is ESTA's policy to accept applications on an open and continuous basis. Therefore, applications shall be received notwithstanding the existence of current vacancies and shall be kept on file for a period of six months for future consideration if and when appropriate vacancies exist.

6.5 Types of Examinations. Except as specifically provided otherwise in these rules, selection for a position in ESTA employment shall be by one of the following types of examinations:

(a) Open Competitive. Examinations which are open to all persons who possess the indicated minimum qualifications as set forth in the job announcement. Applicants for open competitive examinations may, but are not required to be, employees of ESTA.

(b) Promotional Competitive Examinations which are open only to ESTA employees who possess the indicated minimum qualifications as set forth in the job announcement. This shall exclude contract employees.

Final decisions as to the type of examination to be utilized shall be made by the Executive Director.

6.6 Evaluation of Applications Each application shall be reviewed to determine if the applicant satisfies the minimum requirements.

(a) Selection technique shall be impartial and relate to those areas which will adequately and fairly indicate the relative capacity of the applicants successfully to perform the duties and responsibilities of the position in which they seek employment. The selection procedure will be determined by the ESTA Executive Director or designee.

6.7 Driving Safety Check A verifiable and acceptable driving record may be required of each final candidate for employment whose position will or does require driving an ESTA vehicle or if the employee will receive a vehicle allowance or mileage reimbursement. Verification of acceptable driving records of all employees may be conducted periodically.

6.8 Eligibility Lists. Lists of applicants to be considered for job openings in a particular position may be established for open competitive or promotional competitive positions. An eligibility list shall be a list of persons who have taken an open competitive or promotional competitive examination and have qualified for said position. Each such list shall bear an expiration date. Placement of a person's name on an eligibility list does not guarantee employment with or an offer of employment from the ESTA.

Eligibility lists will normally remain in effect for one year from the date of certification or until exhausted, whichever occurs first. The ESTA Executive Director shall have the right to extend an eligibility list, from time to time, for a period not to exceed two (2) years from the date of first certification. The ESTA Executive Director shall also have the right to decertify a list in his or her discretion prior to the expiration thereof and to request the establishment of a new list.

6.9 Removal of Names From Lists. The ESTA Executive Director may remove a name from an eligibility list for any of the following reasons:

- (a) If the eligible person accepts an appointment with ESTA to a career position of the same level. Acceptance of a temporary appointment at any level will not in itself be cause for removal from an eligibility list. An eligible person may refuse an appointment to a particular position and request to remain on the eligibility list.
- (b) If the eligible person requests in writing that his or her name be removed from the list.
- (c) If the eligible person fails to respond within ten (10) calendar days to a notification or letter which has been mailed to the person's last address on file with ESTA.
- (d) If a non-employee eligible person is unable or unwilling to accept any offered position.
- (e) If an employee refuses promotional appointment on three separate occasions.
- (f) If a person on a promotional eligibility list resigns from ESTA employment.
- (g) If other circumstances, such as conviction of a crime, loss of a required license or other reason as determined by the ESTA

Executive Director make the person ineligible for appointment from the list.

6.10 Final Decision on Selection. The Executive Director or designee will select the most qualified person for each open position. If the selected candidate accepts the appointment and reports for duty within the agreed upon time, the applicant shall be deemed appointed to the position. If the selected candidate does not report to duty within the agreed upon time, the candidate shall be deemed to have declined the appointment. By mutual agreement the ESTA Executive Director and the candidate, the date of the appointment may be changed. In making selections due regard shall be given to the ESTA's obligations to make reasonable accommodations to mental or physical disabilities except where there is clear indication that to do so would result in an undue hardship.

- (a) Veterans Preference - Veterans who have receive an honorable discharge from the military service and whom meet the minimum qualifications for the job will receive 4 additional points on the interview score.

6.11 Pre-employment Physical. Each person to whom employment with ESTA is offered, shall be required to pass a pre-employment physical at an ESTA designated medical facility and at ESTA cost before appointment to such employment becomes effective. The Executive Director shall have the authority to waive this requirement for certain positions which do not require a physical examination by regulation, or have limited physical demands. This rule shall also apply to changes of employment within ESTA when the new position has substantially more physical demands upon the employee. Employment shall be conditioned upon the results of said examination. Said examination shall include a screening for unlawful drugs and controlled substances. No person shall be denied employment or shall be failed on a pre-employment physical because of a physical or mental disability where such person could perform the essential duties of the job with or without a reasonable accommodation except when the applicant cannot perform the job without presenting a direct or threat to the health and safety of himself/herself or others.

- (a) Medical reports shall not be accessible to unauthorized persons. Access to employee or applicant medical information shall be strictly limited to only those with a legitimate need to have such information for ESTA business reasons. In the case of an employee with a disability, managers and supervisors may be informed regarding necessary restrictions on the work or duties of the employee and necessary accommodations. ESTA will not provide employee or applicant medical information to a third party/person (except as permitted under the California Confidentiality Medical Information Act and or HIPAA unless the employee signs an

authorization. If the employee's authorization indicates any limitations regarding the use of the medical information, the ESTA will communicate those limitations to the person or entity to which it discloses the medical information.

- (b) No person who has ever been disqualified from ESTA employment by medical examination shall be appointed to any classified position without written approval of the ESTA Executive Director.
- (c) An applicant who has been selected for appointment but who has disqualifying medical conditions which are temporary or correctable may, upon proof from his or her personal physician that such condition has been remedied, subject to verification by the ESTA designated physician, be reinstated on the same eligibility list, provided it is not expired or been decertified.
- (d) All pre-employment medical examination lab work will be done by an approved laboratory as determined by the ESTA Executive Director.

(e) ~~The~~ Executive Director, or designee, will determine whether a candidate has passed or failed the pre-employment medical examination. The candidate is not to be appointed until the supervisor is notified by the Executive Director that the candidate has passed the medical examination.

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(f) (1) If the candidate fails the pre-employment medical examination, he or she will be notified of such failure by the Executive Director or designee

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- (2) A candidate failing the pre-employment medical examination will be given all written documentation of the examination and reasons for failure. The candidate will also receive a written statement that medical records are confidential and not available for release without a signed written statement of release by the candidate.
- (3) A candidate failing a pre-employment medical examination will be provided a written statement that he/she is entitled to obtain a second opinion, at his/her expense, for review by the Executive Director or

designee. All costs associated with the second opinion, including any medical tests or procedures will be at the expense of the candidate. The candidate must notify the Executive Director or designee in writing within 30 days of receipt of failure notification that a second opinion is requested. Such a second opinion must address the specific reason(s) for failure of ESTA's pre-employment examination. The result of this second examination will be reviewed by an independent medical examiner if such review is recommended by the Executive Director or designee.

- (g) Job analyses shall identify and document the job-related physical tasks. All candidates will be permitted to participate in examination procedures regardless of existing disability, unless the disability is specifically stated in the recruitment announcement as disqualifying. Cases will be evaluated on an individual basis with respect to the ability to perform the tasks of the specific position.

6.12 Compliance with U.S. Immigration and Nationality Laws. In hiring employees ESTA shall comply with all applicable laws relating to immigration and nationalization. ESTA shall complete the "I-9 form" required by the Immigration Reform and Control Act of 1986 and each person hired by ESTA shall, as a condition of employment, be required to provide, prior to commencing work, proper documentation required by said law indicating either United States citizenship or legal entitlement to hold employment within the United States.

ARTICLE VII

PROBATIONARY PERIODS

7.1 Purpose. The probationary period is deemed to be a part of the examination process, affording the appointing authority an opportunity to evaluate those factors and qualities affecting competence and fitness. It is a basis for determining the eligibility of an employee for regular status in a classified position.

Deleted: 6.13 Loyalty Oath or Affirmation All persons hired by ESTA as employees shall be required to subscribe in writing to the following oath or affirmation:¶

¶
"During such time as I am a member or employee of the Eastern Sierra Transit Authority, I, _____, do solemnly swear (or affirm) that I will support and defend the Constitution of the United States and the Constitution of the State of California against all enemies, foreign and domestic, that I will bear true faith and allegiance to the Constitution of the United States and the Constitution of the State of California; that I take this obligation freely, without any mental reservation or purpose of evasion, and that I will well and faithfully discharge the duties upon which I am about to enter.

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7.2 Initial Probation All persons hired into the classified service shall serve an initial probation period of six months of service from their most recent date of appointment before becoming eligible for regular status. An employee serving an initial probation period may be separated from ESTA employment at any time and at the discretion of the appointing authority without cause and without right of appeal. The probationary period may be extended for up to an additional six (6) months on written approval of the ESTA Executive Director obtained prior to the expiration of the initial period.

7.3 Promotional Probation An employee who is promoted from one classification to another classification with a higher salary range shall serve a promotional probation period of six (6) months of actual and continuous service. An employee who does not satisfactorily complete the promotional probationary period shall be returned to the classification from which promoted, provided the employee has sufficient seniority to retain a position. If such a position was filled, the probationary employee may be separated from ESTA employment or returned to a prior position if ESTA would otherwise be over the authorized level of personnel.

7.4 Effect of Leaves of Absence. Any period of absence from regular duty or assignment in excess of ten (10) working days, for any reason during the probationary period, except scheduled vacations, shall cause the probationary period to be extended for a period equal to the total number of days absent.

7.5 Reinstated and Re-employed Employees. An employee in good standing who has been laid off and re-employed within a one (1) year period in the same classification shall not be subject to a new probationary period provided the employee successfully completed a probationary period prior to the time of layoff. The probationary period for employees reinstated within one (1) year of separation may be waived at the discretion of the appointing authority, provided the employee has previously successfully served a probation period with ESTA in that classification.

7.6 Effect of Reclassification. If a position is reclassified, the employee shall not be required to serve a new probation period.

ARTICLE VIII

PERFORMANCE EVALUATIONS & SALARY ADJUSTMENTS

8.1 Initial Appointments. All new employees shall be appointed at the first step of the salary range unless the ESTA Executive Director approves placement at a higher step in the range.

8.2 Performance Evaluations. ~~Except for drivers, utility, and trainers,~~ regular performance reports shall be made at times and on forms prescribed by the ESTA

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Executive Director as to the efficiency, competence, conduct and merit of all employees in the classified service. In addition to the formal performance evaluation before the conclusion of the probationary period, one or more formal or informal performance evaluations may be made during an employee's probationary period.

- (a) As part of the performance evaluation, the employee and his/her Supervisor shall meet to review and discuss the employee's significant accomplishments, training, areas needing attention or improvement, and future development and objectives. After reviewing the job description, duties and any established performance standards for that position, an evaluation shall be made by the Supervisor as to whether the employee's performance has been acceptable or unacceptable. An explanation must accompany any unacceptable or conditional rating. The employee shall have an opportunity to review his or her performance evaluation report and agree or disagree with it. The employee shall have the right to attach a written response to the performance evaluation which shall be attached to the performance evaluation report and placed in his or her personnel file. Based upon the performance evaluation report, the Executive Director may, at his or her discretion, make appropriate recommendations regarding a merit increase, promotion or other action.
- (b) The employee and Supervisor must sign and date the performance report. If the employee refuses to sign the report, the Supervisor shall note this fact on the performance evaluation report and any circumstances surrounding the employee's refusal. Copies of the report shall be distributed to the employee and the Executive Director.
- (c) If an employee is not in agreement with a performance evaluation which results in a less than acceptable rating, the employee may, within ten (10) working days after receipt of the evaluation, request a review of such evaluation by the Executive Director whose decision shall be final and conclusive and not subject to further appeal or grievance.

ARTICLE IX

TRAINING AND CONTINUING EDUCATION

9.1 Training The ESTA recognizes the importance of training. Training may be provided in house or by outside trainers.

9.2 Seminars and Conferences Employees may attend seminars or conferences covering current issues and areas relevant to their positions under the following conditions.

- (a) Employees must submit their request on forms prescribed by the Auditor and follow all applicable procedures.
- (b) Budgeted funds must exist for all such training and any travel. Out of ESTA attendance shall require written approval of the ESTA Executive Director and in conformance with the ESTA's travel policy.
- (c) Employees must comply with the ESTA travel policy and provide necessary receipt documentation as required by the Auditor.
- (d) Employees who have recently received such training must be willing to provide "in-house" training to other employees if so requested.

9.3 Training and Travel Reimbursement In accordance with the Fair Labor Standards Act (FLSA), employees who are not exempt from FLSA shall receive training and travel reimbursement as provided in this rule.

Time spent in attending lectures, meetings, training programs, and similar activities shall not be counted as time worked where such attendance is outside of the employee's regular working hours, except in situations where the employee is directed by his or her department head to attend such lecture meeting, training program, or similar activity. Leisure and meal times are not considered time worked unless they are part of the seminar.

Time spent by an employee traveling between the employee's residence and the primary worksite is not work time and shall not be treated as hours worked. **When an employee is assigned by his or her supervisor to work in an area that is outside of their primary worksite, time spent traveling between the employee's home and assigned destination shall be treated as time worked only to the extent that it exceeds the amount**

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of time normally taken by the employee to travel between his or her residence and regular workplace.

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When an employee, who is assigned to work outside their primary worksite and return the same day, utilizes public transportation, the time spent traveling on the public carrier (i.e. airport or bus station) shall be treated as time worked. Also, time spent traveling to a final destination via public carrier is considered time worked.

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Employees assigned to work outside of their primary worksite, and the work-related destination exceeds 75 miles from the primary worksite, shall receive mileage and travel reimbursement in accordance with provisions outlined in ESTA's travel policy. Management may authorize the use of an ESTA vehicle for use by the employee and if so, the employee shall not receive mileage reimbursement.

In general, training time during working hours shall be considered part of the job. Training after hours shall be considered voluntary, and no additional pay, overtime or compensatory time shall be given by ESTA, unless advance special written approval is granted. Study time shall be considered completely voluntary.

9.4 Tuition Reimbursement. Subject to Executive Director approval and available funding, employees may attend and be reimbursed for part or all of the costs of educational and other training courses which provide a benefit to the ESTA. The Board may establish an amount limitation per employee per fiscal year, or as designated by memorandum of understanding. Payments shall be subject to all applicable federal and state tax laws.

Notwithstanding the tuition reimbursement amount set by the Memorandum of Understanding, if the employee voluntarily leaves ESTA employment within two (2) years after such date of completion, he/she shall refund to ESTA the amount of such reimbursement in pro-rated amounts up to a period of two (2) years; i.e. if employee leaves ESTA one (1) year after completing a Bachelor Degree program, employee shall reimburse ESTA 50% of all costs reimbursed.

Any educational or training course that is a requirement for continuation of employment or is an identified part of a job evaluation shall be paid for by the ESTA. Any other educational or training course that is job-related shall, if prior approval for reimbursement is given by the ESTA Executive Director, be reimbursed at 1/2 (50%) after successful completion. All college or other graded classes shall require a minimum grade of a "C" in order to receive such reimbursement. Books or other materials shall only be paid if some defined benefit can be shown to the ESTA (i.e., course books become part of a ESTA reference library).

No reimbursement shall occur if an educational class does not provide a benefit to ESTA. There shall be no mileage reimbursement for travel to and from

educational classes. Required forms must be completed and necessary documentation (receipts and grades) must be provided in order to receive reimbursement. Final and conclusive determinations of the reimbursement amount shall be made by the ESTA Executive Director after review of the request and recommendations by the supervisor.

Time spent in attending lectures, meetings, training programs, and similar activities during an employee's regular work hours shall be counted as time worked only if authorized in advance and in writing by the employee's department head. No such authorization shall be given unless the lecture, meeting, program or other activity is directly related to improving the employee's ability to perform his or her job.

ARTICLE X

LEAVES

10.1 Jury Duty and Witness Leave. No employee shall be dismissed, suspended or in any manner discriminated against for taking time off from work to serve as a juror or witness when required by law provided such an employee complies with the provisions of this rule. An employee called to serve as a juror or witness shall notify his or her Supervisor at least one (1) week prior to the commencement of such service, unless extenuating circumstances exist.

- (a) Any employee of ESTA called as a courtroom juror shall be entitled to be absent from his or her duties with ESTA as long as required by the court system or other tribunal. The employee shall obtain a jury calendar or assignment sheet weekly during such service. The employee shall have the jury calendar or assignment sheet signed by the jury clerk or commissioner and shall deliver this sheet to his or her Supervisor at the end of each week to verify jury duty or witness service. Time off for courtroom jury duty shall be with pay if the employee submits jury duty fees to the ESTA Auditor. Submission of mileage fees is not required.
- (b) If an employee is required to serve on courtroom jury duty while on probation, his or her probationary period shall be extended the same length of time as the jury duty. Such extensions of salary anniversary dates and probationary periods which arise as a result of this policy shall not reflect negatively on any employee's performance.

Any employee required to appear as a witness by proper subpoena issued by a court or other legally empowered agency in a matter arising out of his or her ESTA employment shall be required and paid to attend the trial or hearing as a regular part of job duties. In such case, any fees, including mileage, must be deposited with ESTA. An employee required to be present as a witness in any other matter shall not be entitled to be paid during such absence.

- (c) An employee who is released by the court from jury duty on any regularly scheduled work day shall contact his or her Supervisor to find out whether he or she is required to return to work.
- (d) If jury duty is cancelled before the work shift is scheduled, the management may reassign the employee to work an original shift.

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- (e) An employee may become a member of the County Grand Jury if selected by the Superior Court. However, participation on the County Grand Jury is without pay except to the extent that the employee may cover any absences from work with the use of accrued and scheduled vacation time. If approved in advance by the Supervisor, and based upon the needs of ESTA, an employee may be allowed to alter his or her regular work hours in order to accommodate Grand Jury service.

10.2 Pregnancy Disability Leave. Any female employee will be entitled to take an unpaid leave on account of pregnancy, child birth or related medical conditions for the period of disability up to four (4) months pursuant to the Pregnancy Disability Leave law set forth in Government Code Section 12945 and the rules related to Pregnancy Disability Leave as provided in 2 CCR Sections 7291.2 et seq, and as that statute and those rules may be amended from time to time. The employee may elect to use accrued sick leave, and may elect to use accrued comprehensive leave or other accrued paid leave during this period of time. An employee will not accrue additional vacation or sick leave during any unpaid portion of this leave. ESTA may, but is not required to, allow an employee to commence the use of CFRA leave prior to the birth of the child if the employee has used four months of pregnancy disability leave prior to the child's birth and the employee's health care provider determines that a continuation of the leave is medically necessary.

10.3 Military Leave Military reserve leave is defined as: military duty ordered for purposes of active military training, encampment, naval cruises, special exercises, or like activity as a reserve member of the U.S. Armed Forces or National Guard, provided that the period of ordered duty does not exceed one hundred eighty (180) calendar days, including time involved in going to and returning from the duty, but not for inactive duty (for training) such as scheduled reserve drill periods.

For the purposes of this section, "active military training" shall be defined as a period of training (i.e., encampment, naval cruises, special exercises, or like activities) which normally occurs once a year over a two-week interval. "Inactive duty for training" and "scheduled reserve drill periods" shall be defined as the weekend periods of training, which are scheduled once a month.

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Employees must submit a copy of military orders to the Executive Director prior to the beginning of the military leave period and as soon as the employee knows of the need to request such leave, except where military necessity dictates.

Regular and probationary employees shall receive their full regular pay and benefits for the first thirty (30) days of military leave in any one fiscal year. After the first thirty (30) days of military leave in a fiscal year, employees may take a leave of absence without pay or they may utilize their comprehensive leave in order to fulfill their military

duties. Regular and probationary employees on a military leave of absence shall receive the same comprehensive leave, and holiday privileges and the same rights and privileges to promotions, continuance in office, employment, reappointment to office, or re-employment that they would have enjoyed had they not been absent therefrom. Contributions to retirement, life insurance, and medical and dental plans shall be suspended after thirty (30) days of military leave until the employee is reinstated. However, upon approval of a leave of absence without pay, the employee may elect to continue benefits coverage at his or her own expense, with the exception of retirement.

If an employee is required to perform military reserve duties while on probation, his or her probationary period shall be extended the same length of time as the military leave. Such extensions of salary anniversary dates and probationary periods which arise as a result of this policy shall not reflect negatively on any employee's performance.

ESTA shall reinstate those employees returning from a military leave of one hundred eighty (180) days or less to the position they occupied prior to taking a military leave of absence or to a position of comparable seniority, status, and pay, upon presentation of a certificate of satisfactory completion of service and if such employees are qualified to return to their former positions.

If an employee is required to perform active military duty for a period in excess of one hundred eighty (180) days as part of his or her military obligation as a reserve member of the U.S. Armed Forces or National Guard, upon expiration of the one hundred eighty (180) days of military leave, such employee will be released from ESTA employment subject to such rights to re-employment.

10.4 Leave of Absence Without Pay.

A. Eligibility. Other than emergency, temporary or seasonal employees, all employees or officers of ESTA who have been employed for one (1) year or more may be granted a leave of absence without pay upon the following conditions:

1. The employee or officer has submitted a request in writing to his or her Executive Director indicating clearly and concisely:
 - a. That the leave of absence is made voluntarily by the employee or officer;
 - b. That there is a date certain on which the leave will commence;
 - c. That there is a date certain on which the employee will return to work and an acknowledgement that failure of the officer or employee to return to work on that date constitutes cause for

dismissal of said employee or said officer should the employee or officer not utilize the procedure for extension as set forth below;

d. The reason for the requested leave of absence and all facts, events or occurrences that the employee or officer is relying upon to support the request are stated.

B. Extension of Leaves. Should the officer or employee desire an extension of the leave of absence, said officer or employee must submit a request, in writing, to the Executive Director, whose approval is required pursuant to Subsection C of this section. The request will be considered by the Executive Director, whose approval is required, only in the event that:

1. The request is received by the Executive Director at least seven (7) working days prior to the date scheduled for termination of the leave;
2. The request contains an address to which a note of approval or denial of the extension may be sent; and
3. The request gives facts which would support a determination by the Executive Director that the circumstances which caused the leave to be granted initially still exist.

C. When Granted. A leave of absence without pay may be granted only in the event that the facts, events and occurrences that support the request of the officer or employee establish:

1. There is an illness, injury or disability of the officer or employee, or a member of his/her immediate family, and the officer or employee has exhausted all available accrued leaves and has exhausted all leave pursuant to CFRA, the Pregnancy Disability Leave Law, and FMLA;
2. The employee or officer is to receive some training, education or experience which will materially increase the ability of said officer or employee to perform his or her duties as an ESTA employee;
3. That the leave is requested for personal reasons acceptable to the Executive Director;

D. Authority. A leave of absence requested by an officer or an employee for a period not exceeding thirty (30) calendar days after the exhaustion of all other leaves may be granted by the Executive Director.

E. Leave Requests for Period in Excess of Thirty Days. A leave of absence requested by an officer or employee for a period in excess of thirty (30) calendar days, shall be processed as follows:

1. The request shall be submitted to the Executive Director.
2. Upon the approval of the Executive Director, the request shall be submitted to the Board of Directors for consideration at the next regularly scheduled Board meeting. The Board of Directors may approve the request, approve the request upon the imposition of conditions the Board deems appropriate, including but not limited to, a reduction in the period of time requested, or deny the request.

F. Time Limitation. Leave without pay is not to exceed one (1) year.

G. No Accrual of Comprehensive Leave. Comprehensive Leave and other paid leaves will not be earned during an unpaid leave of absence. Holidays with pay will not be given. Contributions to monthly premium costs for medical insurance will be suspended after one (1) calendar month. After one (1) month the employee must make arrangements to continue to pay his/her normal monthly premium costs for insurance under COBRA provisions or lose coverage.

10.5 Leave of Absence With Pay. Leave of absence with pay may be directed by the ESTA Executive Director for either of the following reasons. Duration of such leave should not exceed six (6) weeks without approval of the Board of Directors.

- (a) Where the ESTA Executive Director determines that it is in the best interest of the ESTA that an employee be removed from the work place pending resolution of the "Skelly" process.
- (b) Where the ESTA Executive Director determines that it is in the best interest of ESTA that an employee be removed from the work place pending investigation of allegations which could lead to disciplinary action.

10.6 On-the-Job Injuries and Workers' Compensation Coverage. When an employee experiences an injury or illness arising out of and in the scope of employment, worker's compensation leave and benefits will be provided as required by law. Procedures to be followed in the event of an industrial injury or illness shall be governed by Section 6, Item 6.1 of the Eastern Sierra Transit Authority Injury and Illness Prevention Plan. An employee shall receive full compensation for the date of injury and shall be allowed to use accrued and unused sick, vacation or flex leave for any waiting period required by law. Employees incapacitated by reason of an injury or illness arising out of and in the course and scope of employment shall be allowed to receive a sum which,

when combined with the amount of temporary disability payments results in a payment equal to but not exceeding such employee's regular compensation, up to the total amount of the employees accrued but unused -or comprehensive leave. An employee's salary, anniversary date and, where appropriate, probationary period shall be adjusted as provided elsewhere in these rules.

10.7 Retirement. All employees in the classified service, excluding non-benefited, Seasonal and Temporary employees shall be members of the Public Employees Retirement System as provided by law and terms of the contract in effect between ESTA and the Public Employees Retirement System. The Board may amend the contract as provided by law. The ESTA Executive Director shall advise the Board regarding policy matters concerning the contract or amendments to it.

10.8 Comprehensive leave. Comprehensive leave may be used for any purpose by the employee (vacation, sick time, etc.). All benefitted employees shall be entitled to Comprehensive Leave and shall earn comprehensive leave at levels corresponding to their Employment Category Level, as defined below. The accrual rates shall be as defined in the MOU.

- 100% Employee – earns 100% of their accrual rate
- 75% Employee – earns 75% of their accrual rate
- 50% Employee – earns 50% of their accrual rate

- (a) Comprehensive Leave used for vacation shall be taken only with the consent of the Executive Director or designee. Such consent shall not be unreasonably denied. However, vacations may be scheduled so as to ensure that ESTA services are adequately staffed at all times.
- (b) Supervisors shall have full responsibility and discretion for setting scheduled time off periods for all employees under their supervision. In doing so they shall be guided by the good of ESTA service, the desires of the individual employee and the orderly conduct of the work and functions of ESTA.
- (c) Upon termination, the employee shall receive pay for comprehensive leave time accrued but which remains unused as of the date of termination.
- (d) Employees entitled to comprehensive leave shall have the option at fiscal year-end to receive cash for leave hours not used with the restriction that a minimum of 240 leave hours must remain after the leave pay out.

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10.9 Sick Leave ESTA employees who are entitled to Comprehensive Leave may use such leave for purposes of sick leave. Use of Comprehensive Leave for purposes of sick leave shall be governed by the policies listed below.

- (a) Doctor's Certificate Any employee of the ESTA excluding Supervisors, absent from work on sick leave for any period in excess of five (5) consecutive work days shall furnish his Supervisor (at the employee's own expense) a certificate signed by a licensed physician or dentist that said employee or member of his immediate family was medically unable to work. Said certificate shall be furnished to the Executive Director. Before an employee returns to work, a return to duty physical examination by the ESTA designated clinic, at the ESTA's discretion, be required at ESTA expense.
- (b) Consent. Sick leave with pay shall be granted only upon the approval of the Supervisor in the case of an actual and verifiable illness or injury.
- (c) Use of Sick Leave. Sick leave may be taken only for the following reasons:
 - (1) illness or injury of the employee;
 - (2) illness or injury of a member of the employee's family member or domestic partner;
 - (3) employee's receipt of medical or dental care which is not available except during working hours;
 - (4) death of a family member pursuant to these rules;
 - (5) approval of the use of sick leave beyond the restrictions stated in these rules may be granted by the Executive Director for specific cases;
 - (6) in connection with the provisions of these Rules governing family or medical care leave.
- (d) Abuse of Sick Leave. Sick leave is a privilege, not a right, and may only be used for the purposes enumerated in these rules. The ESTA reserves the right to require any employee utilizing sick leave to provide medical verification of the illness, injury

or treatment at ESTA expense, for which sick leave is requested or granted. Abuse of sick leave shall be considered a basis for disciplinary action up to and including termination.

- (e) Coordination of Benefits. If applicable and available, an employee may coordinate the use of comprehensive leave with State short-term disability program benefits such that an employee's accrued sick leave would be charged only for the difference between the regular rate of pay and the amount of State short-term disability benefits received.

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10.10 Bereavement Leave Due to Death of Family Member

A. When any employee or officer is absent from duty by reason of the death of his or her father, mother, brother, sister, wife, husband, domestic partner, child, grandparent, grandchild, or the mother or father of the employee's or officer's spouse or domestic partner, he or she shall be entitled to be absent, with pay, for no more than five (5) working days per year total, regardless of the number of triggering events.

B. Eligible Employees. All benefitted employees who have completed their initial probationary period are entitled to this employer paid leave. 100% employees shall be entitled to no more than 40 hours of bereavement leave per year, 75% employees shall be entitled to no more than 30 hours of bereavement leave per year, and 50% employees shall be entitled to no more than 20 hours of bereavement leave per year.

C. Documentation of Death. ESTA may require confirmation of death within thirty (30) days after the employee or officer returns to work.

Deleted: <#>Inyo County Sick Leave Carryover. ESTA employees who transferred sick leave from their employment with Inyo County prior to the initiation of ESTA are expected to use such sick leave in place of comprehensive leave for the reasons defined in 10.10 (c). ¶

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10.11 Family or Medical Care Leave. Leave under this rule shall only be available to persons employed by ESTA for at least one year who have worked at least 1,250 hours within the twelve (12) months immediately preceding the commencement of the leave time. Employees who qualify shall be entitled to family or medical care leave as provided by state and federal law. When receiving State government-provided cash benefits for FMLA leave, employees required use of Comprehensive Leave, if any is available, shall be limited to that amount required to make their paycheck whole. Employee is responsible for providing ESTA with official documentation to show what amount of Comprehensive and/or Sick Leave will be utilized for each pay period so that, in conjunction with any State government-provided cash benefits, the employee attains their employment category minimum compensation.

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(a) Reason for Leave. Employees may be entitled to such leave for any of the following reasons:

1. The birth of a child of the employee or to care for such child.
2. The placement of a child with the employee in connection with adoption or foster care.
3. To care for a parent, spouse or child of the employee who has a serious illness or health condition.
4. Because of a serious health condition of the employee which prevents the employee from performing the functions of the employee's position with ESTA.

(b) Definitions:

Child – includes a biological, adopted, or foster child, a stepchild, a legal ward, or a child of person standing “in loco parentis”.

Parent – includes biological, foster, or adoptive parent, a stepparent, legal guardian, or a person having stood in loco parentis.

Serious health condition or illness – is limited to an illness, injury, impairment, or physical or mental condition which warrants the participation of a family member to provide care during a period of treatment or supervision and involves either 1) inpatient care in a hospital, hospice, or residential health care facility; or 2) continuing treatment or continuing supervision by a health care provider. It specifically does not include short-term minor injuries and illness for which sick leave may be utilized.

Twelve-month period – a rolling twelve month period measured backward from the day leave is taken and continuous with each additional leave.

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- (c) Amount of Leave Subject to the limitations set forth herein, an eligible employee shall be entitled to a total of 12 work weeks of leave during any twelve (12) month period for one or more of the covered reasons. The amount of leave available to an employee shall depend upon the amount of family or medical care leave taken by the employee during the twelve (12) month period immediately preceding the date the leave is to commence.

An employee's option to take leave to care for a newborn, adopted, or foster child expires one year after the birth or placement of the child with the employee. Thus, an employee must conclude leave within a year of the child's birth or placement or else forfeit the option.

In the event both parents are employed by the ESTA, they are limited to a combined leave which does not exceed the maximum amount available to one employee, if leave is requested with regard to the birth, adoption, or foster care of the employees' child. In addition, the ESTA may refuse to grant one parent employee's request for leave if it would result in both parent employees being on leave at the same time.

These limitations do not apply, however, to leave requested by either spouse to care for the other who is seriously ill and unable to work, to care for a child with a serious health condition, or in the event of the employee's own serious illness. Under these circumstances, each employee may simultaneously take the maximum amount of leave available.

- (d) Status While on Leave/Pay and benefits Such leave shall be without pay, subject to the following:
1. The employee must use accrued leave during the period of family or medical leave. All ESTA benefits will continue during the use of accrued leave.
 2. During a leave granted pursuant to this section, the employee's group health plan insurance benefits shall be maintained as if the employee had not been on such leave. However, should an employee voluntarily terminate from the

ESTA while on Family or Medical Care Leave (for reasons other than the need to provide continuing care for an ongoing serious health condition affecting the employee's spouse, child, or parent, or in the event an ongoing serious health condition affecting the employee, prevents his/her return to work), then the ESTA may collect the cost of the premiums from the employee.

If after the first 12 weeks of Family Care or Medical Leave, an employee is granted additional leave by the ESTA, the employee may at his or her own expense continue his/her health insurance.

3. During Family or Medical Care Leave, continuance in all other employee benefits (e.g., pension) shall be under the same conditions as apply to any other unpaid leave of absence from ESTA employment.
 4. In the event an employee has taken the maximum four-month maternity leave that California law requires employers to provide, the total amount of family or medical care and maternity leave granted to the employee combined shall not exceed seven months.
- (e) Intermittent or Reduced Leave - Employees need not take leave continuously when leave is considered "medically necessary" for the purpose of caring for a seriously ill spouse, parent, or child, or in the event of the employee's own serious illness. Under such circumstances leave may be taken intermittently (hours, days, weeks, etc.) or on a reduced leave schedule (half days, half weeks, etc.).
- (f) Job Protection - Family Care and Medical Leave does not constitute a break in service. The employee will be returned to the same or to a comparable position upon completion of the leave. Moreover, the employee shall retain that same seniority that the employee possessed at the time the leave commenced for the purpose of

layoff, recall, promotion, job assignment, and seniority related benefits. Seniority shall not continue to accrue during the leave period. ESTA may deny reinstatement to any "key" employee if necessary to prevent substantial and grievous economic injury to ESTA. A "key" employee refers to any employee who, on the date of the request for leave, is either one of the five highest paid employees, or whose gross salary is among the top ten percent of employees. An employee will be notified of his/her status as a key employee if there is any possibility that reinstatement may be denied at the end of the leave period. Should the employee still decide to take leave, ESTA will continue to pay the employee's health benefits until the expiration of the maximum leave period.

- (g) Procedure for Requesting Family or Medical Care Leave - To the extent that leave is foreseeable or based on planned medical treatment, an employee is required to notify ESTA as soon as he/she is aware of the need to take leave, and if practical, must try to schedule the leave so as to minimize disruption to ESTA operations. The leave request should be written to the Executive Director and include the anticipated date and duration of the family care or medical leave. Upon request, the employee will be required to obtain a medical certification of the serious health condition requiring leave from the "health care provider" treating the individual. A health care provider includes any licensed physician, osteopath, or other health care provider designated by the Secretary of Labor. An acceptable certification will include:

- (1) the date on which the serious health condition commenced;
- (2) the probable duration of the condition;
- (3) the health care provider's estimate of the amount of time needed for family or medical leave;

- (4) the health care provider's assurance that the health care condition requires family or medical leave.

If the employee's Family or Medical Care Leave extends beyond the period indicated in the original medical certification, ESTA may request an updated certification. In addition to a medical certification, the employee shall be responsible for informing ESTA, as far in advance as possible, of the date upon which the leave is expected to be completed, or any extensions of the anticipated leave completion date.

Should the employee fail to return to work upon the expiration of the leave period without obtaining an extension, the employee will be considered to have voluntarily separated from his/her employment with ESTA.

10.13 School Visit Leave Any employee who is a parent, guardian or grandparent having custody of one or more children in kindergarten or grades 1-12 or attending a licensed day care facility shall be allowed up to forty (40) hours each school year, not to exceed eight (8) hours in any calendar month of a school year, without pay to participate in activities of the school of their child. Such employee must provide reasonable advanced notice of the planned absence. The employee shall utilize accrued leave, if any, for purposes of this absence. ESTA may require documentation from the school as verification that the employee participated in school activities on a specific date and at a particular time. If both parents, guardians or grandparents having custody, work for ESTA at the same work site, only the first parent requesting shall be entitled to the leave under this provision.

10.14 Holidays.

- (a) ESTA designates the following as official Authority holidays:

- Independence Day
- Labor Day
- Veteran's Day
- Thanksgiving Day
- Day after Thanksgiving
- Christmas Eve *
- Christmas Day

New Year's Eve *
New Year's Day
[Martin Luther King Day](#)
President's Day
Memorial Day

*Benefitted employees receive holiday pay for either the Christmas Eve holiday or the New Year's Eve holiday, but not both.

- (b) Benefitted employees will be entitled to holiday pay as set forth in Article II, Paragraph 2.37.
- (c) All employees in the classified service other than non-benefitted part-time ~~shall be~~ entitled to a one (1) day holiday with pay on their last working day preceding either December 25 or January 1 of each year. Each employee's immediate supervisor shall determine upon which of the alternative days the employee may take such leave. Supervisors shall schedule such leaves in a manner which ensures continuation of regular ESTA business with a minimum degree of disruption. If an employee cannot be excused on either such day, the employee shall be entitled to the leave at some other time convenient to the Authority.
- (d) If any of the holidays designated in section 10.14 (a) fall on a Saturday, the preceding Friday shall be recognized as the holiday. If any of such designated holidays fall on a Sunday, the following Monday shall be recognized as the holiday.
- (e) In addition to the official Authority holidays listed above, benefitted employees will be entitled to holiday pay as set forth in Article II, Paragraph 2.37 for one additional non-working holiday (a "floating holiday"), per year, to be observed as reasonably requested by the employee and approved by ESTA. The floating holiday does not accrue if not used. Approval of a qualified employee's request for use of a floating holiday shall not unreasonably be denied.

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10.15 Voting Time If an employee does not have sufficient time outside of his or her work hours to vote at a statewide election, the employee may take off enough working time which, when added to the voting time available outside of work hours, will enable the employee to vote. However, only two (2) hours of the time taken off for voting shall be

with pay. Such time off for voting shall be only at the beginning or ending of the regular working shift, whichever allows the most free time for voting and the least time off from the regular working shift, unless otherwise mutually agreed between the employee and Supervisor. If the employee on or before the third working day prior to the day of the election knows or has reason to believe that time off will be necessary in order to enable the employee to vote on election day, such employee shall give their Supervisor at least two (2) working days' notice that time off for voting is desired, in accordance with the provisions on this rule.

Not less than ten (10) days before every statewide election, a notice shall be posted setting forth the provisions of this rule. Such notices shall be posted at locations where they may be seen by ESTA employees as they come or go to their places of work.

10.16 Debiting of Employee Accrued Leave. Where an employee takes comprehensive leave time for less than one (1) work day, such employee's accrued Comprehensive Leave, as applicable, shall be charged only for the amount of time actually taken. In the case of employees exempt from the receipt of overtime pursuant to the Fair Labor Standards Act, and where such employee does not have adequate sick leave or vacation to cover an absence of less than one (1) day, such employee's salary shall not be docked.

10.17 Union Leave. Employee will be granted unpaid leave to conduct Union business. The Union shall pay the employee's actual salary and cost of benefits. This leave shall not constitute a break in service. Upon completion of leave the employee(s) shall return to his/her former position and shift. This request will be treated like a comprehensive leave request.

ARTICLE XI

LAYOFFS AND REDUCTIONS IN FORCE

11.1 Layoff - Reduction in Work Force. If a position is abolished because of administrative reorganization or lack of appropriation, as determined by the Board upon recommendation from ESTA Executive Director, employees shall be laid off as provided in these Rules.

- (a) The Supervisor shall notify the employee(s) of the layoff at least thirty (30) calendar days before the effective date of the layoff. If any such employee has regular status, the Executive Director shall make a reasonable effort to certify him or her as being qualified for other employment with the ESTA.
- (b) Layoffs shall be made by classification and/or employment category level. The Executive Director shall determine the classification(s) from which layoffs are to be made, and the number of employees to be laid off. Layoffs shall be made in the following order of categories: 1. Temporary and seasonal employees in such classification, 2. Probationary employees in such classification, 3. Regular employees within such classification and/or category level with a less than satisfactory performance evaluation, 4. Regular employees in such classification and/or category level having satisfactory or satisfactory but improvement needed evaluations. Within each category of layoff priority, layoffs shall be on a seniority basis within the classification; that is, the employee with the least seniority in the classification and/or category level from which layoffs are to be made shall be laid off first. Seniority shall be determined by uninterrupted continuous employment in the classification.
- (c) An employee whose position is subject to layoff may displace an employee in a lower classification or employment category level when the employee in the lower classification or employment category level has less uninterrupted continuous employment in the organization.
- (d) Whenever there is a reduction in work force the Executive Director shall offer to transfer any regular employee to be laid off to another geographic location, if any, for which the employee is qualified.

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Whenever two (2) or more employees have identical classification seniority in the department, the order of lay off will be determined by the Executive Director.

- (e) Employees who transferred to a lower classification as a result of a reduction in force shall have their names placed on an employment list for the classification from which they were transferred, in the order of their classification seniority. Vacant positions within a classification series shall first be offered to employees on this list.
- (f) Employees who are laid off and who held regular ESTA status at the time of layoff shall have their names placed on a re-employment list for classifications in which they previously held regular status and for classifications at the same or lower salary range for which they qualify in the order of their classification seniority. Vacant positions in such classifications will be offered to eligible candidates on the re-employment list from which the employee was laid off. If the vacancy is in the classification from which the employee was laid off the offer is automatic.

The eligibility of individuals on the reinstatement and re-employment lists shall extend for a period of one year from the date of transfer or layoff. Eligible candidates not responding to written notification by certified mail, return receipt requested, of an opening within fifteen (15) working days shall have their names removed from the re-employment list. If an eligible individual will be out of the ESTA region for more than fifteen (15) calendar days, he/she may notify the Executive Director, in writing, as to how he/she may be contacted.

- (g) Upon re-employment following a reduction in force, an individual will have the following benefits restored:
 - (1) prior unused sick leave accruals;
 - (2) seniority at time of layoff for purposes of determining merit increases, leave accruals, and future reduction in force.
- (h) The salary paid to an employee who is re-employed shall be equivalent to that which the employee was receiving immediately prior to layoff. If the employee chooses to be re-employed in a classification which has a salary range lower than the classification from which he or she was laid off, then salary placement will be made

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at a point either equivalent to his or her salary immediately prior to the layoff, or, if the maximum of the salary range of the position to which the employee is to be re-employed is less than the employee's salary immediately prior to the layoff, then the employee will receive the maximum of the salary range contingent upon Executive Director approval.

- (i) Laid off employees are to be paid all accrued comprehensive leave time when separated as a result of a layoff.

ARTICLE XII

DISCIPLINARY ACTIONS AND APPEALS PROCEDURES

A. Disciplinary Procedures.

12.1 Application This article relating to disciplinary actions and appeals procedures applies only to regular and seasonal employees in the classified service of ESTA. It does not apply to ESTA management employees appointed by the Board of Directors,

12.2 General Authority and Purpose. An employee in the classified service may be disciplined whenever the employee's work or conduct so warrants. Any such action shall be in accordance with the procedures as set forth in these provisions.

An employee's length of service with ESTA, his or her prior disciplinary record, if any, and the quality of performance shall be taken in account.

12.3 Reasonable Cause for Action Disciplinary action may be imposed upon any employee subject to this Article whenever reasonable cause exists justifying disciplinary action. The following conduct constitutes cause for disciplinary action, but shall not necessarily be limited to one or more of the reasons listed:

- a. Incompetency, i.e., inability to comply with the minimum standard of an employee's position.
- b. Inefficiency or inexcusable neglect of duty, i.e., failure to perform duties required of an employee within his/her position.
- c. Excessive tardiness.
- d. Preventable accidents.
- e. Loss or suspension of License: Revocation or suspension of a Driver's License/Certificate by the appropriate issuing authority.
- f. Dishonesty.
- g. Fraud in securing employment or making a false statement on application for employment.
- h. Discourteous treatment of public or other employees.

- i. Being under the influence of alcohol or illegal drugs or narcotics while on duty, being impaired by alcohol or illegal drugs in your biological system while on duty which could impact your ability to do your job.
- j. Abuse of sick leave, i.e., taking sick leave without a doctor's certificate when one is required, or misuse of sick leave.
- k. Conviction of a crime involving moral turpitude.
- l. Damage or waste of public property.
- m. Conduct unbecoming an employee.
- n. Inexcusable absence or absence without leave.
- o. Violation of applicable provisions of the federal or state Constitution statutes, or laws, or ESTA rules, or regulations, including these Rules and Regulations.
- p. Violation of policies and procedures set forth in the ESTA's Injury and Illness Prevention Plan.
- q. Willful or negligent exposure of others to significant risk or harm.
- r. Acts which are incompatible with or inimical to public service.
- s. Failure of good behavior.
- t. Willful disobedience and insubordination, a willful failure to submit to duly appointed and acting supervision or to conform to duly issued orders or directions of person in a supervisory position or insulting or demeaning the authority of a supervisor or manager.
- u. Excessive absenteeism.
- v. Improper or unauthorized use of agency property.
- w. Any willful act or conduct undertaken in bad faith, either during or outside of duty hours which is of such nature that it causes discredit to the ESTA.
- x. Violation of Article 3.7.

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y. Improper political activity. Example: Those campaigning for or espousing the election or non-election of any candidate in national, state, County or municipal elections while on duty and/or during working hours or in uniform.

z. Making false or malicious statements concerning any employee, ESTA policies or practices.

aa. Unauthorized possession of weapons on ESTA property.

bb. Working overtime without authorization.

12.4 Types of Disciplinary Action The following are the types of discipline that may be imposed:

a. Oral Warnings and Written Reprimands. Whenever an employee's performance falls below the required level or when an employee's conduct constitutes a basis for disciplinary action the supervisor may orally inform the employee promptly and specifically of such instances. Written documentation shall be created and maintained in the employee's personnel file concerning the oral warning and the reasons therefore. A copy of this written documentation shall be given to the employee, and he/she shall have the right to attach a rebuttal statement. In situations where an oral warning has not resulted in the correction of the condition or where more severe initial action is warranted, a written reprimand may be delivered to the employee and a copy placed in the employee's personnel file. In such a case, the employee shall have the right to respond in writing within ten (10) days or to a personal interview with the Executive Director. The response shall be placed in the employee's personnel file as a permanent record if received within ten (10) days. (or a specified time period as determined by the Executive Director.)

b. Suspensions/Reduction in Pay In those cases where one or more written reprimands has not proven to be effective, or in those cases where the seriousness of the conduct so warrants, the Supervisor, after review by the ESTA Executive Director, may suspend an employee without pay for a period not to exceed thirty (30) calendar days. In those cases where circumstances warrant, the department head, after review by the ESTA Executive Director may, in lieu of suspension without pay, reduce the compensation of the employee up to an amount equal to one-half (1/2) of the employee's salary for a period not to exceed sixty (60) calendar days.

c. Demotions and Dismissals When other forms of disciplinary action have proven ineffective, or where the seriousness of the conduct so warrants, the

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Supervisor after review by the ESTA Executive Director and ESTA Counsel, may demote or dismiss the employee.

12.5 Suspension Pending Investigation. Pending investigation an employee may be suspended with pay by the appointing authority for a period of up to 4 weeks in accordance with Rule 10.6.

12.6 "Skelly" Procedure The following actions shall be taken by the appointing authority when the disciplinary action of suspension, reduction in pay, demotion and/or dismissal is being considered against an employee in the classified service.

- a. The employee shall be served with formal written notice of the proposed disciplinary action ("Skelly" notice) within 30 days of the discovery of a violation. Extensions will be made when reasonable.
- b. The notice will inform the employee of:
 - i. the discipline proposed and the date upon which the proposed action is to become effective;
 - ii. A clear and concise statement of the reasons for which the disciplinary action is proposed to be taken, including a statement delineating the acts or admissions on which the proposed discipline is based;
 - iii. copies of all documents upon which the proposed discipline is based or a statement that such materials are available for inspection upon request; and
 - iv. A statement informing the employee of his/her right to respond, either orally or in writing, within five working days from the date on which the notice of proposed action is personally served on said employee.
- c. The employee shall be given the right to respond, either orally or in writing, within five (5) work days to the ESTA Executive Director or his designee, prior to the disciplinary action being taken. The notice shall so inform the employee and set forth the time period and procedure for submitting or scheduling such a response.
- d. The time period set for the employee to respond, either orally or in writing, is jurisdictional and is to be strictly adhered to by the employee, unless an extension of such time is requested by the employee in writing and granted by the ESTA Executive Director or his designee in writing. An employee

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who fails to respond in the time period specified waives the right to respond either orally or in writing.

12.7 Emergency Situations In the event that emergency circumstances exist which require the immediate removal of an employee to avoid potential harm to ESTA or to the public, the appointing authority may immediately suspend the employee pending completion of a full investigation after giving the employee, by whatever means may be reasonably available, notice which meets the requirements of Rule 12.6(b)(1) through (b)(4) and offering the employee an opportunity to respond immediately. If the employee cannot reasonably be found at his or her place of work or residence, the Supervisor may thereafter immediately suspend the employee. Such suspension may only be for such period as is reasonably necessary for the appointing authority to complete a full investigation and, if warranted, initiate additional disciplinary action in accordance with these Rules.

12.8 Notice of Disciplinary Action Taken Prior to an employee being dismissed, suspended, demoted or reduced in pay, and after the employee has either exercised the procedures afforded by Rule 12.6 or has not availed himself or herself of such rights within the time allowed to do so, the appointing authority shall serve on the employee a formal written order informing the employee of: (1) the discipline being imposed (2) the charges for which the discipline is imposed; (3) the reasons for imposing the discipline. Each order of dismissal, suspension, demotion or reduction in compensation shall also contain, in substantially the following language, notice of the employee's right to appeal (only regular employees in the classified service have the right to appeal):

"If you wish to appeal this order, you must file such appeal in writing with the ESTA Executive Director within ten (10) calendar days of the date of this order."

Any order of termination shall direct the employee to return at or prior to the effective date of termination all ESTA property which has been entrusted to the employee such as but not limited to keys, vehicles, identification cards, credit cards, books, manuals, etc. The order shall also advise the employee of rights and procedures to be allowed concerning the employee's pension rights, "COBRA" rights, etc.

Any order of suspension shall advise the employee of the period of suspension and the date upon which he or she is to return to work.

12.9 Development of Further Information If after the "Skelly" notice is delivered to the employee pursuant to rule 12.5 further information comes to the attention of the appointing authority which requires amendment, revision or supplement to such "Skelly" notice, the notice may be revised but must thereupon be promptly served upon the employee. The employee shall be given additional time and an additional opportunity to

submit a "Skelly" response pursuant to rule 12.6 when served with an amended or revised "Skelly" notice.

B. Appeals Procedure.

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12.10 Right to Appeal. An employee who has been disciplined by reduction in pay, suspension, demotion or dismissal, may appeal such discipline to a in accordance with the procedures set forth below. Denials of merit advancement within range, oral or written reprimand, warning or counseling, and performance evaluations may not be appealed pursuant to these procedures.

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- a. Compliance With Time Limitations. The time periods set forth in this Article are jurisdictional and are to be strictly adhered to by an appellant. An employee who fails to act within any time period specified waives any right to appeal to the Hearing Officer.

12.11 Appeal to Neutral Decision Maker. For all matters, a "Hearing Officer" shall be selected from a standing pool of five individuals. The individuals in the pool shall be current or former employees of one of ESTA's member entities and shall have training and/or significant experience in handling personnel matters. In the event that ESTA and the Union cannot mutually agree on a Hearing Officer from the pool, the Hearing Officer will be selected by a process of striking names from the list in alternating order until one name remains.

12.12 Timeline and Procedures for Appeal to Neutral Decision Maker. In the event the appellant desires to appeal the written order of discipline issued pursuant to Rule 12.8, he or she must do so within ten (10) calendar days following the date of such written order of discipline. The appellant must submit to the ESTA Executive Director a written appeal and a request for a hearing before a Neutral Decision Maker. The written appeal must set forth the reasons why the discipline should not have been imposed. The ESTA Executive Director shall immediately notify the Neutral Decision Maker of the request and submit to the Neutral Decision Maker copies of the written order of discipline and the written appeal of the appellant.

12.13 Neutral Decision Maker Procedures. Hearings before the Neutral Decision Maker shall be governed by the following procedures:

- (a) Private or public hearings: All hearings shall be private; provided that the employee may request a hearing open to the public. Any request for an open hearing shall be submitted five workdays prior to the hearing date or the hearing will be closed.
- (b) Pre-hearing procedure:

- (1) Subpoenas: Before the commencement of the hearing, the ESTA Executive Director or his designee is authorized to issue subpoenas at the request of either party prior to the commencement of the hearing. After the commencement of the hearing, subpoenas shall be issued by the Neutral Decision Maker and only for good cause. The Executive Director will prepare subpoenas for all witnesses however, they will only serve subpoenas on individuals who are currently employed by the ESTA. It will be the responsibility of the employee and the ESTA to submit the names of current ESTA employees to be subpoenaed at least ten (10) working days before the date of the hearing at which they are requesting the witnesses to appear.
- (2) Exhibits and Witness List: Five working days prior to the date of hearing, each party shall serve upon the other party and submit to the Executive Director a list of all witnesses and a list and a copy of all exhibits. The ESTA's exhibits shall be designated by number. The employee's exhibits shall be designated by alphabetical letter. Neither party will be permitted to call during the hearing, a witness not identified pursuant to this section nor use any exhibit not provided pursuant to this section unless that party can show that they could not reasonably have anticipated the prior need for such witness or such exhibit.
- (c) Record of Proceeding and Cost. All disciplinary appeal hearings may, at the discretion of either party or ESTA, be recorded by a court reporter. Any hearing which does not utilize a court reporter, shall be recorded by audiotapes. If a court reporter is requested by either party, that party shall pay the cost of the court reporter. If both parties request a court reporter the cost will be split equally.
- (d) Right of Inspection. The appellant and/or his or her designated representative shall have the right to inspect documents in the possession of, or under the control of, ESTA which are relevant to the appeal, and that are not protected from such disclosure by applicable Federal or State law. The Neutral Decision Maker shall determine whether access shall be provided to any such document in the event of a

disagreement between appellant and ESTA.

(e) Evidence and Procedure.

- (1) The appellant shall be entitled to appear and testify personally, to produce evidence both oral and documentary, to obtain issuance of subpoenas for the production of witnesses and evidence, to be represented by counsel or other representative of his or her choice, and to have a public hearing.
- (2) The appointing authority may be represented by counsel.
- (3) Technical rules of evidence shall not apply to such hearings.
- (4) The burden of proof shall be on the appointing authority. The burden shall be met by a preponderance of the evidence.
- (5) A record of the hearing shall be made by tape recording, or court reporter.
- (6) The ESTA Executive Director and Neutral Decision Maker shall be authorized to issue subpoenas for the attendance of witnesses and production of documents at the hearing.
- (7) The Neutral Decision Maker shall administer oath and receive evidence in its discretion consistent with the general rules applicable to administrative proceedings.
- (8) Stipulations of fact may be introduced into evidence with respect to any issue. (9) The Neutral Decision Maker shall rule on all evidentiary disputes.

- (g) Postponement and Dismissal. If the appellant or his or her representative fails to appear at the hearing, the Neutral Decision Maker may order that the hearing be stayed until the appellant or his or her counsel or representative appears, or may dismiss the appeal and thereby affirm the order of discipline.

- (h) Decision by the Neutral Decision Maker. Within thirty (30) days following the conclusion of the hearing, the Neutral Decision Maker shall make written findings of fact and conclusions of law and issue a written decision affirming, modifying or revoking the discipline imposed on the appellant. The decision of the Neutral Decision Maker shall be final and binding on the parties. The Neutral Decision Maker shall promptly deliver an original decision to the ESTA Executive Director, and the appellant or the appellant's representative.

The award of the Neutral Decision Maker shall be final and binding.

The Neutral Decision Maker will have no power to add to, subtract from, or modify the terms of any Memorandum of Understanding, these rules or any other written policies, rules, regulations, and procedures of the ESTA; nor shall the Neutral Decision Maker be empowered to render a decision on issues not before the Neutral Decision Maker or on facts not supported by the evidence.

If any question arises regarding the appeal ability of an appeal, the party raising the question of appeal ability may, upon request, have such question first ruled upon and decided by the Neutral Decision Maker prior to any other hearing on the merits of the appeal.

By submitting the appeal to the Neutral Decision Maker, the appellant expressly waives any right to statutory remedies or to the exercise of any legal process other than as provided by this procedure. The appeal of discipline pursuant to Rule 12.10 shall constitute an express election on the part of the appellant that this procedure is the chosen forum for resolving the issues contained in the appeal, and that the appellant will not resort to any other forum or procedure for resolution or review of the issues. The parties do not intend by the provisions of this paragraph to preclude the enforcement of any award in any court of competent jurisdiction.

12.14 Judicial Review/Enforcement of Award. Judicial review of the award by the Neutral Decision Maker shall be made in accordance with Section 1094.5 of the California Code of Civil Procedure.

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12.15 Time Limits of Judicial Review/Enforcement of Award. The time within which a party may seek review shall be governed by Code of Civil Procedures Section 1094.6 which requires filing not later than the (90th) day following the date on which the officer gives written notice of the final decision.

ARTICLE XIII

GRIEVANCES

13.1 Reviewable and Non-Reviewable Grievances

(a) Reviewable Grievances. A written claim by an employee or recognized employee organization on behalf of an employee or group of employees, that ESTA has violated, misinterpreted or misapplied a provision of these rules, a memorandum of understanding applicable to such employee or a written ordinance or resolution. All grievances must be signed by the employee or each employee of a group on whose behalf the grievance is submitted. The grievance must be submitted as herein specified.

(b) Non-reviewable Grievances. The following shall be excluded from the grievance procedure:

- (1) oral or written counseling, warnings or reprimands, suspensions, reductions in pay, demotions, and dismissals;
- (2) complaints or requests for changes regarding wages, hours and working conditions;
- (3) to challenge reclassifications, lay off, transfer, denial of a merit advancement, denial of reinstatement or denial of re-employment;
- (4) to challenge violations of law or past practice unless the personnel rules or applicable memorandum of understanding expressly refers to same;
- (5) to challenge examinations or appointment to positions;
- (6) any act or omission that occurred more than 45 days prior to the initiation of the grievance process.

(c) Time Periods. The time periods set forth in this Article are to be strictly adhered to by grievant and any failure to act within any specified time period will result in the grievance being rejected. Grievances which are rejected will not be processed further. A grievance must be filed no later than forty five (45) days from the act

or occurrence giving rise to the alleged grievance. Any failure by ESTA to act within a specified time period shall allow the grievant the option to proceed to the next level of the grievance procedure.

13.2 Grievance Procedure - Oral Presentation; Written Submission. The employee concerned (hereinafter called "grievant") shall first informally discuss his or her grievance with the immediate Supervisor in an attempt to resolve the matter. In the event the grievance is not resolved, the grievant shall reduce the grievance to writing within 10 days of the meeting with the immediate Supervisor. The written grievance shall set forth all facts necessary to understand the issues involved in the grievance. The grievance shall be signed by the grievant and shall be submitted to his or her immediate Supervisor. Within ten (10) calendar days of receiving his/her Supervisor's response, or in the case where the Supervisor failed to respond, within twenty (20) calendar days of the informal meeting the grievant shall appeal to the Transit Operations Supervisor. The Supervisor immediately shall forward a copy to the appointing authority.

13.3 Transit Operations Supervisor's Response Within ten (10) calendar days of the receipt of the grievance, the Transit Operations Supervisor shall make such investigation of the facts and issues as is required and shall reply in writing to the grievant stating ESTA's position.

13.4 Meeting With ESTA Executive Director. If the grievant wants to review the grievance further, he or she shall, within ten (10) calendar days of receipt of the Transit Operations Supervisor's reply, submit a written request for a meeting with the ESTA Executive Director. The request shall include the grievance, the decision of the Transit Operations Supervisor and the reason for the request for further discussion of the matter.

A meeting shall be held by the ESTA Executive Director within ten (10) calendar days of the receipt of the written request. The meeting shall be attended by the grievant, the grievant's representative (if requested by the grievant), the Supervisor and any other persons invited by the ESTA Executive Director. The ESTA Executive Director shall provide a written decision on the matter to the grievant and the Supervisor within ten (10) calendar days following the meeting. In the event the ESTA Executive Director is prevented by conflict of interest from considering the grievance, the meeting shall be conducted and the decision issued by an uninvolved party, (ie; personnel director or administrator from a member jurisdiction).

13.5 Appeal to Hearing Officer In the event the grievant desires to appeal the decision of the ESTA Executive Director, he or she must do so within ten (10) calendar days following the date of the written notification of the ESTA Executive Director's decision by submitting to the ESTA Executive Director a written appeal and a request for a hearing before a Hearing Officer. The written appeal shall set forth all facts necessary to understand the issues involved in the grievance. The ESTA Executive Director shall immediately take steps to schedule a hearing before a Hearing Officer.

13.6 Scheduling the Hearing. The hearing shall be heard as soon as the Hearing Officer and all parties are available.

- (a) Procedure The grievant, or a representative designated by the grievant, shall have the right to inspect any documents in the possession of or under the control of ESTA which are relevant to such appeal and that are not protected from disclosure by applicable Federal or State law. Determinations as to relevance of any document shall be made by the Hearing Officer if there is a disagreement between the grievant and ESTA.
- (b) Hearing A record of the hearing shall be made by tape recording or court reporting. Stipulations of fact may be introduced into evidence with respect to any issue. The Hearing Officer shall administer oaths and rule on all evidentiary disputes. The appointing authority and the grievant may be represented by counsel. Technical rules of evidence shall not apply to such hearings. The burden of proof shall be on the grievant based on a preponderance of the evidence. The ESTA Executive Director and Hearing Officer shall be authorized to issue subpoenas for the testimony of witnesses and production of documents at such hearing in the same manner the ESTA Executive Director and Hearing Officer are authorized to issue subpoenas in disciplinary appeals.
- (c) Grievant's Rights. The grievant shall be entitled to appear personally, to testify on his or her behalf, to produce evidence, to obtain issuance of subpoenas for the attendance of witnesses and production of evidence, to be represented and to have a public hearing. The hearing shall be closed to the public unless the grievant requests in advance that the hearing be open.

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If the grievant fails to appear at the hearing, the Hearing Officer may order that the hearing on the appeal be stayed until the grievant appears or may dismiss the appeal and thereby affirm the decision of the ESTA Executive Director

- (d) Hearing Officer Decision. Within thirty (30) days after the conclusion of the hearing, the Hearing Officer shall issue a decision on the grievance. The decision of the Hearing Officer

shall be final and shall be delivered in writing to the ESTA Executive Director and the grievant.

The Hearing Officer will have no power to add to, subtract from, or modify the terms of any Memorandum of Understanding, these rules or any other written policies, rules, regulations, and procedures of ESTA; nor shall the Hearing Officer be empowered to render a decision on issues not before the Hearing Officer or on facts not supported by the evidence.

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If any question arises regarding the appeal ability of a grievance, the party raising the question of appeal ability may, upon request, have such question first ruled upon and decided by the Hearing Officer prior to any other hearing on the merits of the grievance.

By submitting the grievance to appeal, the grievant expressly waives any right to statutory remedies or to the exercise of any legal process other than as provided by this procedure. The grievance shall constitute an express election on the part of the grievant that this procedure is the chosen forum for resolving the issues contained in the grievance, and that the grievant will not resort to any other forum or procedure for resolution or review of the issues. The parties do not intend by the provisions of this paragraph to preclude the enforcement of any award in any court of competent jurisdiction.

RESOLUTION 2023 - 03

A RESOLUTION OF THE BOARD OF DIRECTORS, EASTERN SIERRA TRANSIT AUTHORITY (ESTA), ADOPTING AND APPROVING THE REVISED PERSONNEL RULES

WHEREAS, the Authority is authorized to establish such rules and procedures as appropriate to implement and administer the provisions of Resolution 2016-05 governing Employer-Employee organization relations after meeting and conferring with the recognized employee organizations; and

WHEREAS, the Authority is required by the Meyers-Milias-Brown Act (Section 3500 et seq. of the Government Code) to meet and confer with recognized employee organizations before changing the terms and conditions of employment applicable to the employee classifications represented by those organizations; and

WHEREAS, a representative of the Authority offered to meet and confer with the ESTA Employees Association (EEA) and, following such meeting the EEA indicated acceptance of the revisions to the Personnel Rules, a copy of which is attached hereto as an exhibit and incorporated herein by this reference.

NOW, THEREFORE, BE IT RESOLVED by the Eastern Sierra Transit Authority Board of Directors that the proposed Personnel Rules (revised January 2023) defining an equitable system of personnel management by ESTA including administration of the merit system, classification of positions, compensation of employees, recruitment and qualifications of applicants, appointment of employees, evaluation of performance, promotion, discipline and separation of employees, standards for attendance and leaves, and policies for services and records, a draft copy of which is attached hereto as an exhibit, is hereby adopted, and approved, and the provisions set forth in the Personnel Rules are hereby prescribed for the employees represented by the ESTA Employees Association, and the Management and Confidential Employees Association.

PASSED AND ADOPTED this 13th day of January, 2023, by the following vote of the Eastern Sierra Transit Authority Board of Directors:

AYES:

NOES:

ABSTAIN:

ABSENT:

Bill Sauser, Chairperson
Eastern Sierra Transit Authority Board of Directors

Attest: Linda Robinson
Secretary of the Board

By: _____
Linda Robinson

STAFF REPORT

Subject: ESTA Employee Association (EEA) MOU

Presented By: Phil Moores, Executive Director

Background

On December 23, 2022, the EEA voted to approve the attached MOU. We signed the final articles and concluded negotiations. Thanks are due to Dawn Vidal and Christy Milovich 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. Wage increases of 21.05% to achieve \$23/hr starting wage. Continued Mammoth Lakes premium (\$2/hr) and night premium (\$2/hr).
2. Years two and three include Cost of Living Allowance up to 4% dependent on inflation.
3. Continued and expanded Longevity Pay. 4% pay increases occur at 10, 15, 20, and 25 years.
4. Training wage is increased:
 - o \$20.00 Effective first full pay period January, 2023
 - o \$21.00 Effective first full pay period January, 2024
 - o \$22.00 Effective first full pay period January, 2025
5. The Vision/Dental/Hearing Reimbursement is increased 50%, and the annual rollover increase too. There is a maximum balance set to control Agency expenses.
6. New Martin Luther King holiday.

Financial Considerations

ESTA pays around 74,000 hours annually to this group and the increased wages affect benefits costs also. At \$4/hr, the offer amounts to around \$350,000 annually. Some contracts were boosted to meet the increased expenses, and ample reserves are available to insure ESTA's viability. Still, it may take a couple years for revenue to catch up to the dramatically increased expenses.

Recommendation

Approve negotiated MOU between ESTA and the EEA to be effective from January 3, 2023 through January 11, 2026.

**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
- Lead Transit Driver/Mammoth Maintenance

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 at least 72 hours prior to the meeting.
- 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) Executive Director, Eastern Sierra Transit Authority

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 Sunday 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.
 - f. Changes to the scheduling of work and methods of job assignment, as described above, remain at the sole discretion of Management, pursuant to Article III(9), and Article IIIB.
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:

All employees covered by this MOU will receive a 21.05% increase effective the second full pay period January 2023.

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All employees covered by this agreement will receive a Cost of Living Allowance (COLA) increase the first full pay period January, 2024, up to a maximum of 4% based on the available previous 12-month Consumer Price Index for the Los Angeles area on November 1, 2023. COLA may be less than maximum depending on the index, but never negative.

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All employees covered by this agreement will receive a Cost of Living Allowance increase the first full pay period January, 2025, up to a maximum of 4% based on the available previous 12-month Consumer Price Index for the Los Angeles area on November 1, 2024. COLA may be less than maximum depending on the index, but never negative.

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All employees covered by this agreement with lengths of service more than ten years are eligible for an additional 4% longevity pay increase. Further steps for 4% longevity pay increases occur at fifteen, twenty, and twenty-five year service achievements.

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All new hires to the positions below will start at the wage listed unless the Executive Director allows for a higher wage based on experience and qualifications.

	Starting Wage	Night Shift Premium	Mammoth Premium
Lead Transit Driver	\$ 23.00	\$ 2.00	\$ 2.00
Transit Trainer	\$ 24.00	\$ 2.00	\$ 2.00
Transit Driver	\$ 22.00	\$ 2.00	\$ 2.00
Transportation Dispatcher	\$ 24.00	\$ 2.00	\$ 2.00
Utility Worker	\$ 22.00	\$ 2.00	\$ 2.00
Passenger Service Agent	\$ 20.00	\$ 2.00	\$ 2.00
Account Clerk I	\$ 20.00	\$ 2.00	\$ 2.00
Transportation Operations Assistant	\$ 23.00	\$ 2.00	\$ 2.00
Lead Transit Driver/TOML Maintenance	\$ 23.00	\$ 2.00	\$ 2.00

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

- C. 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.
- D. 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.
- E. 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.
- F. 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).
- G. 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.

H. Incentive Pay. Beginning with the 2022/2023 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 who worked 400 hours or more for the entire calculation period and are on payroll at the time the Incentive Pay is calculated following acceptance of the Audited Financial Statements.

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. 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).
5. The total individual maximum bonus is \$2,200.
6. Each preventable accident an EEA employee has during the calculation period reduces that individual's total bonus by 25%.

7. The Incentive Pay will be paid out within 30-days of the acceptance of the Audited Financial Statements for each fiscal year.

- I. 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 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 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. Drivers and Dispatchers hired under these circumstances are given a new hire date, and thus must wait ten years for another Longevity Pay Bonus.

Training Wage

\$20.00	Effective first full pay period January, 2023
\$21.00	Effective first full pay period January, 2024
\$22.00	Effective first full pay period January, 2025

- J. Mammoth Premium Pay. Shifts that originate from the Mammoth Lakes location shall be paid an additional \$2.00 per hour.

Article IX. Seniority

- A. Defined –
1. Continuous Employment – employment by ESTA with service breaks no longer than one (1) year.
 2. Seniority Date - the original date of hire of continuous employment by ESTA.
- B. Application – 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

As addressed in 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

BENEFIT CATEGORY	100%	75%	50%	Non-Benefitted
PARS Retirement:				
<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. 				X
Comprehensive Leave:				
	100%	75%	50%	Non-Benefitted
Benefitted employees shall accrue hours of comprehensive leave according to the following monthly accrual rates based upon number of years of continuous employment:				
Through the first 3 years	14.67	11.00	7.33	
After 3 years and through the 10 th year	18.67	14.00	9.33	
After 10 years and through the 15 th year	20.67	15.50	10.33	
After the 15 th year	22.67	17.00	11.33	

PERS Retirement:	100%	75%	50%	Non-Benefitted
<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 December 1, 2011. Employees hired into a benefitted position, or promoted from a non-benefitted position to a benefitted position on or after December 1, 2011 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. 				
<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. 	X	X	X	
<ul style="list-style-type: none"> · Employer shall pay the employer required tax for Medicare as required by the IRS 				
<ul style="list-style-type: none"> · Unless countermanded by the Public Employees' Pension Reform Act of 2013 (PEPRS), PERS Benefit to consist of: 				
<ul style="list-style-type: none"> o Final compensation based on average monthly pay rate during the last (or highest) consecutive 36 months of employment 				
<ul style="list-style-type: none"> o Post retirement survivor benefit of \$500 (one time) 				

Holiday Pay:	100%	75%	50%	Non-Benefitted
Straight time pay for official Authority holidays.	8 hours	6 hours	4 hours	
Holiday Premium Pay:	100%	75%	50%	Non-Benefitted
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.	X	X	X	X
Short Term Disability Protection:	100%	75%	50%	Non-Benefitted
Provided through State SDI Program. Employee pays the premium	X	X	X	X
Deferred Compensation:	100%	75%	50%	Non-Benefitted
ESTA will provide a deferred compensation program 457(b) for all employees.	X	X	X	X
Health Insurance Deductible Reimbursement:				
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.	X	X	X	

Health Insurance:	100%	75%	50%	Non-Benefitted
<p>ESTA will contract with the California Public Employees Retirement System (PERS) for medical benefits during the term of this Agreement. 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. 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>	X	X	X	
<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 a cash payment in the amount of \$408.00, 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. Employees enrolled in Covered California health plans are not eligible for the stipend.</p>				

Vision/Dental/Hearing Reimbursement:	100%	75%	50%	Non-Benefitted
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.				
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.	1500 plus \$600 for one or more dependents	\$1,125 plus \$450 for one or more dependents	\$750 plus \$300 for one or more dependents	
Maximum amounts available to employees through the Vision/Dental/Hearing Reimbursement program shall be prorated for employees hired (or promoted to 50%, 75% or 100% status) during the fiscal year.				
The Vision/Dental/Hearing 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 100% of the prior year's remaining balance to a maximum balance of \$3000.	Maximum balance \$3,000	Maximum balance \$3,000	Maximum balance \$3,000	

Life Insurance:	100%	75%	50%	Non-Benefitted
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.	X 100%	X 75%	X 50%	
Employee Assistance Plan:	100%	75%	50%	Non-Benefitted
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. 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.	X	X	X	X

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 will meet quarterly, and 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 a 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 shall supersede all prior agreements, oral or written, expressed or implied, between the parties. Unless specifically modified by this MOU or the Personnel Rules, 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 2, 2023 and remain in full force and effect until and including January 11, 2026.

ESTA:

EEA:

Phil Moores, Executive Director

David Corkett, EEA

Dawn Vidal, Administration Manager

Michael Ahles, EEA

Christy Milovich, County Counsel

Gary Schmitt, EEA

Steve Irwin, EEA

STAFF REPORT

Subject: Resolution Authorizing Executive Director for the Eastern Sierra Transit Authority, to File and Execute Applications Pursuant to Section 5310, 5311, 5311(f), and 5339 of the Federal Transit Act

Initiated by: Phil Moores, Executive Director

BACKGROUND:

Applicants seeking rural grant funds under FTA Sections 5304, 5310, 531,5311(f), and/or 5339 must submit an annual application to request federal funds based on the transit system's needs. These programs provide capital, planning, and operating assistance to states and federally recognized Indian tribes to support public transportation in rural areas with populations less than 50,000, where many residents often rely on public transit to reach their destinations. Needs are evaluated relative to state performance standards consistent with National Transit Database reporting standards: passenger trips per service hour, cost per service vehicle mile, cost per passenger trip, passenger trips per service mile, and farebox recovery ratio. To receive federal funding, an applicant must be eligible to receive funding and must comply with all applicable federal, state, local laws, and regulations.

Caltrans is the agency designated to apply for, receive, and administer funds under FTA Sections 5304, 5310, 5311, and 5339. The grant application has been developed to assist applicants in applying for operating, administrative, and/or capital funding assistance under these programs. The information provided by eligible applicants is intended to justify their request for funding. It is used by Caltrans to evaluate all proposed projects and to complete its annual application to the FTA.

ANALYSIS/DISCUSSION:

Staff intends to submit grant applications to Caltrans seeking multiple fund sources for several projects: 5304, 5310, 5311 and 5311(f) funds for transit operations, 5339 funds for bus purchases and transit facility

FINANCIAL

All expenditures associated with this item will be included in the FY23-24 budget.

RECOMMENDATION

Approve Resolution 2023-01 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 5310, 5311, 5311(f), and 5339 of the Federal Transit Act.

AUTHORIZING RESOLUTION
RESOLUTION NO. 2023-01

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 5304,5310, 5311, 5311(f) AND 5339 (49 U.S.C. SECTIONS 5310, 5311, 5311(f) and 5339) 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 Sections 5304,5310, 5311,5311(f) and 5339 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 Sections 5304, 5310, 5311, 5311(f) and 5339 grants for transportation projects for the general public for the rural transit and intercity bus; and

WHEREAS, the 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 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 Sections 5304, 5310, 5311, 5311(f) and 5339 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 Sections 5304, 5310, 5311, 5311(f), and Section 5339 projects.

That the Executive Director is authorized to submit and approve request for reimbursement of funds from the Department for the Sections 5304, 5310, 5311, 5311(f), and Section 5339 projects.

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 Board Meeting held on January 13, 2023 by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

Name:

Title: **Chairperson**

Signature: _____

Date: _____

ATTEST:

By

Linda Robinson, Board Clerk

RESOLUTION 2023-02

A RESOLUTION OF THE BOARD OF DIRECTORS, EASTERN SIERRA TRANSIT AUTHORITY, ADOPTING AND APPROVING THE RECOGNITION AND APPRECIATION FOR BOARD DIRECTOR DAN TOTHEROH

WHEREAS, the Authority is authorized to publicly recognize and appreciate outstanding achievement by its employees and Board Members; and

WHEREAS, Dan joined the ESTA Board July of 2018, and remained a steady leader for the organization these past 4.5 years. We are all grateful for his service and commitment to ESTA's success. As he focuses on his health and retirement, our thoughts and prayers go out to him; and

WHEREAS, Dan always carefully thought about the words he spoke. Dan didn't always speak on every item, but when he did, you listened; and

WHEREAS, Dan's tireless commitment to public service was a gift to the Eastern Sierra community; and

WHEREAS, Dan has a great sense of humor that has made it easier for all of us to get through Board agendas; and

WHEREAS, Dan has consistently supported various ESTA actions that ensure we will have outstanding public transit in the Eastern Sierra; and

WHEREAS, Dan has also looked out both for the interest of ESTA riders as well as ESTA employees; and

WHEREAS, His Olympic bid as a race walker means Dan can literally walk circles around the rest of us! He has always been, and continues to be, an inspiration to all who know him. Live long and prosper my friend; and

NOW, THEREFORE, BE IT RESOLVED by the Eastern Sierra Transit Authority Board of Directors that Board Director Dan Tothoroh is hereby recognized for his four and a half years of service and dedication to the success of public transportation in both Inyo and Mono Counties.

PASSED AND ADOPTED this 13th day of January, 2023, by the following vote of the Eastern Sierra Transit Authority Board of Directors:

AYES: NOES: ABSTAIN: ABSENT:

Bill Sauser, Chairperson

Attest: Linda Robinson
Acting Secretary of the Board

By: _____
Linda Robinson

STAFF REPORT

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

Employee of the Quarter

ESTA’s recognition program is based on coworker nominations and decided by committee. Please join me in congratulating William Becking for being selected as Employee of the Quarter. William is an outstanding team player in Mammoth. One nomination read, “Will is positive and easygoing- never complains. He will help with any shift and is always willing to help with anything – even with short notice. He is just a good guy who does his job and never gripes.” THANK YOU WILLIAM!!

Service

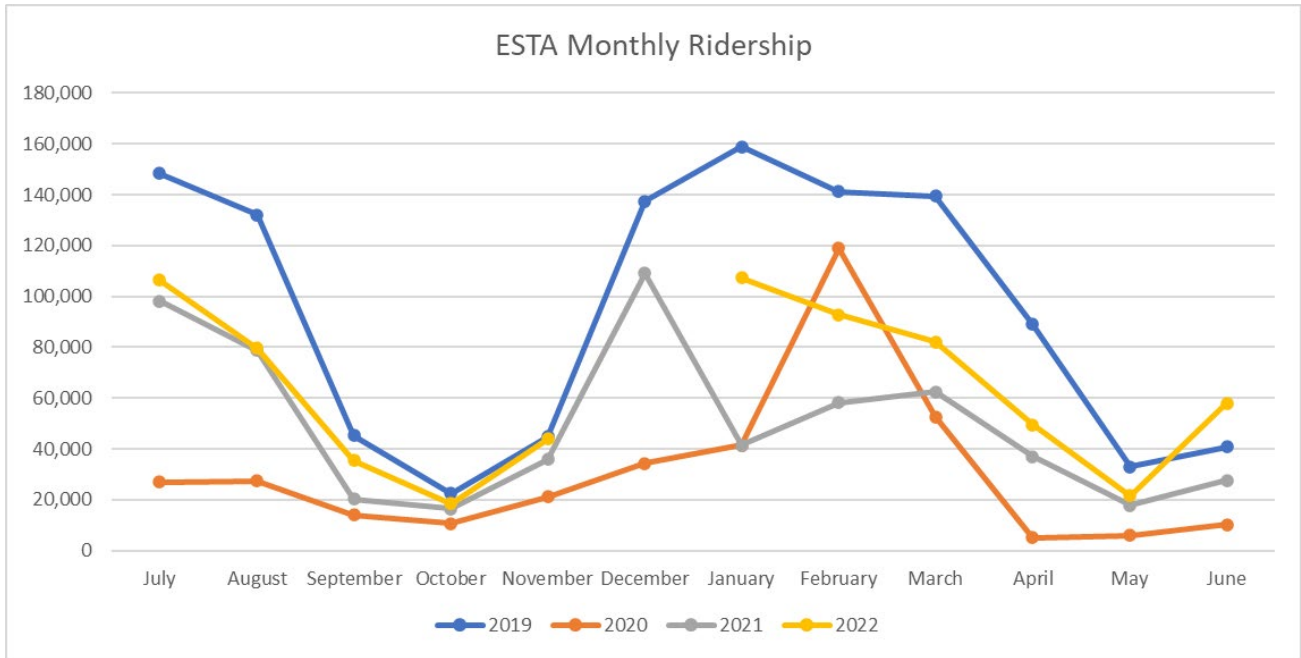
ESTA continues to deliver services despite driver shortages. This is due to the commitment of employees to make sure ESTA honors our promise to take people where they want and need to go. We have employees working long shifts and weekends in a typically selfless manner. Many thanks to all of them!

Ridership

Ridership is continuing to trend upwards with November 2022 nearly matching 2019 numbers. For the year, numbers are still down, but I am hopeful we will achieve the pre-Covid totals again in a couple years.

November Ridership Report						
Route	Pre-Covid 2019	2020	2021	2022	Change Current vs. Last year	% Change Current vs Pre-Covid
BEN	44.00	6.00	2.00	4.00	2	-91%
BISDAR	3,051.00	2,279.00	2,736.00	3,006.00	270	-1%
BPTCAR	10.00	12.00	4.00	30.00	26	200%
LANC	367.00	183.00	306.00	306.00	0	-17%
LP/BIS	231.00	162.00	175.00	227.00	52	-2%
LPDAR	311.00	336.00	332.00	416.00	84	34%
MAMFR	14,112.00	8,974.00	12,028.00	14,202.00	2,174	1%
MDAR	107.00	110.00	100.00	166.00	66	55%
MMSA	25,370.00	8,541.00	19,292.00	24,347.00	5,055	-4%
MXP	377.00	175.00	207.00	288.00	81	-24%
NRIDER	357.00	59.00	184.00	253.00	69	-29%
RENO	436.00	275.00	428.00	580.00	152	33%
WLK	25.00	10.00	0.00	10.00	10	100%
Total	44,798	21,122	35,794	43,835	8,041	-2%

The chart below shows the ridership by month since pre-Covid. The blue line is 2019, and the yellow line is 2022. Things are looking up!



STAFF REPORT

Subject: Financial Report – FY 2022/23

Initiated by: Dawn Vidal, Administration Manager

The year-to-date roll-up and year end forecast for the 2022/23 fiscal year are included on the following pages. Reports are as of January 6, 2023.

Much of ESTA's revenue is claimed on a reimbursement basis so it is normal to see low revenue amounts early in the year. All revenue is coming in as expected.

Gas was budgeted at \$5.75 per gallon and averaged \$4.78 in November, 20% below budget. FY to date average is \$5.10 per gallon.

Fuel and vehicle maintenance do not reflect Town of Mammoth Lakes invoicing for September-December.

5045, Compensated Absence Expense reflects annual PTO payout option for employees with more than 240 hours accrued. We had a number of folks take advantage of this program.

Financial information as of: 1/6/2023 % of Fiscal Year: 52% Revenue & Expenses Still Outstanding

153299 - EASTERN SIERRA TRANSIT - ROLL UP

OPERATING Revenue		FY 22/23 Budget	YTD Actual	Balance	% of Budget	Year End Forecast	YE Forecast Variance	Comments
4061	LOCAL TRANSPORTATION TAX	1,590,020	879,552	710,468	55%	1,590,020	-	
4065	STATE TRANSIT ASST	478,666	160,164	318,502	33%	478,666	-	
4301	INTEREST FROM TREASURY	35,000	9,858	25,142	28%	35,000	-	
4498	STATE GRANTS	80,044	125,243	-	156%	125,243	45,199	
4499	STATE OTHER	78,839	25,910	52,929	33%	78,839	-	
4555	FEDERAL GRANTS	961,740	29,254	932,486	3%	961,740	-	Generally billed at end of FY
4599	OTHER AGENCIES	1,078,792	284,877	793,915	26%	1,078,792	-	
4747	INSURANCE PAYMENTS	-	-	-		-	-	
4819	SERVICES & FEES	2,405,107	1,005,536	1,399,571	42%	2,405,107	-	
4959	MISCELLANEOUS REVENUE	24,000	30,296	(6,296)	126%	24,000	-	Lefever Advertising
4999	PRIOR YEARS REIMBURSEMENTS	0	0	0		0	-	
Revenue Total:		6,732,208	2,550,690	4,226,717	38%	6,777,407	45,199	

Operating Expenditure:		FY21/22 Budget	YTD Actual	Balance	% of Budget	Year End Forecast	YE Forecast Variance	Comments
5001	SALARIED EMPLOYEES	1,709,481	690,776	1,018,705	40%			
5003	OVERTIME	125,820	71,704	54,116	57%			
5005	HOLIDAY OVERTIME	124,726	57,802	66,924	46%			
5012	PART TIME EMPLOYEES	535,472	209,219	326,253	39%			
	Wages subtotal	2,495,499	1,029,501	1,465,998	41%	2,495,499	-	
5021	RETIREMENT & SOCIAL SECURITY	61,898	20,984	40,914	34%	61,898	-	
5022	PERS RETIREMENT	260,870	115,723	145,147	44%	260,870	-	
5025	RETIREE HEALTH BENEFITS	3,720	-	3,720	0%	3,720	-	
5031	MEDICAL INSURANCE	329,850	102,581	227,269	31%	329,850	-	Rate Increase 1/1/23
5043	OTHER BENEFITS	37,983	11,854	26,129	31%	37,983	-	
5045	COMPENSATED ABSENCE EXPENSE	204,239	86,470	117,769	42%	204,239	-	
5046	OPEB EXPENSE	60,000	-	60,000	0%	60,000	-	
5047	EMPLOYEE INCENTIVES	7,400	3,673	3,727	50%	7,400	-	
5111	CLOTHING	2,500	1,631	869	65%	2,500	-	
5152	WORKERS COMPENSATION	100,638	105,028	(4,390)	104%	100,638	-	Prepaid
5154	UNEMPLOYMENT INSURANCE	40,000	-	40,000	0%	40,000	-	
5158	INSURANCE PREMIUM	195,440	190,893	4,547	98%	195,440	-	Prepaid
5171	MAINTENANCE OF EQUIPMENT	727,333	258,391	468,942	36%	727,333	-	Does not include Sept-December TOML
5173	MAINTENANCE OF EQUIPMENT-M	18,400	10,750	7,650	58%	18,400	-	

		FY21/22			% of	Year End	YE Forecast	
Operating Expenditure:		Budget	YTD Actual	Balance	Budget	Forecast	Variance	Comments
5191	MAINTENANCE OF STRUCTURES	5,000	-	5,000	0%	5,000	-	
5211	MEMBERSHIPS	1,400	1,089	311	78%	1,400	-	
5232	OFFICE & OTHER EQUIP < \$5,000	16,900	7,408	9,492	44%	16,900	-	
5238	OFFICE SUPPLIES	9,000	3,603	5,397	40%	9,000	-	
5253	ACCOUNTING & AUDITING SERVIC	51,168	25,313	25,855	49%	51,168	-	
5260	HEALTH - EMPLOYEE PHYSICALS	7,001	3,869	3,132	55%	7,001	-	
5263	ADVERTISING	45,902	13,962	31,940	30%	45,902	-	
5265	PROFESSIONAL & SPECIAL SERVICE	312,595	90,795	221,800	29%	312,595	-	
5291	OFFICE, SPACE & SITE RENTAL	229,740	99,784	129,956	43%	224,528	-	
5311	GENERAL OPERATING EXPENSE	89,376	48,466	40,910	54%	89,376	-	
5326	LATE FEES & FINANCE CHARGES	300	10	290	3%	300	-	
5331	TRAVEL EXPENSE	17,099	2,882	14,217	17%	17,099	-	
5332	MILEAGE REIMBURSEMENT	28,000	11,045	16,955	39%	28,000	-	
5351	UTILITIES	81,846	17,472	64,374	21%	81,846	-	
5352	FUEL & OIL	895,964	296,842	599,122	33%	895,964	-	Does not include Sept-Dec TOML
5539	OTHER AGENCY CONTRIBUTIONS	52,000	-	52,000	0%	-	-	
5901	CONTINGENCIES	128,350	-	128,350	0%	128,350	-	
	Expenditure Total:	6,517,411	2,560,018	3,957,393	39%	6,460,199		

TRANSFERS		FY21/22			% of	Year End	YE Forecast	
Expenditure		Budget	YTD Actual	Balance	Budget	Forecast	Variance	Comments
5798	CAPITAL REPLACEMENT	145,781	-	145,781	-	145,781	-	
5801	OPERATING TRANSFERS OUT	-	-	-	-	-	-	
	Expenditure Total:	145,781	-	145,781	-	145,781	-	
NET	TRANSFERS		-					

Projected Revenue less Projected Expenses: 317,208
 Less Capital Trolley Match: 69,000
 Less Capital Replacement Transfers: 145,781
 Less Capital Structures & Improvements: 13,801
 Operating Balance: 88,626

CAPITAL ACCOUNT		FY 22/23			% of	Year End	YE Forecast	
Revenue		Budget	YTD Actual	Balance	Budget	Forecast	Variance	Comments
4066	PTMISEA	92,000	-	92,000	0%	92,000	-	
4067	STATE TRANSIT ASST-CAPITAL	377,707	15,835	361,872	4%	377,707	-	Vehicle matching funds
4495	STATE GRANTS - CAPITAL	45,209	-	45,209	0%	45,209	-	LCTOP Electric Vehicle
4557	FEDERAL GRANTS - CAPITAL	1,376,575	189,167	1,187,408	14%	1,376,575	-	Vehicles(5310, 5339a)
4911	SALE OF FIXED ASSETS						-	

Capital Expenditures

5640	STRUCTURES & IMPROVEMENTS	13,801	685	13,116	5%	13,801	-	
5650	EQUIPMENT						-	
5655	VEHICLES	2,266,219	396,029	1,870,190	17%	2,266,219	-	New Vehicles (5310, 5339(a))
	Expenditure Total:	2,280,020	396,714	1,883,306	17%	2,280,020	-	

Projected Capital Revenue Less Projected Expenses :	(388,529)
Plus Trolley Funding in Operating Revenue:	69,000
Plus Reds Radio Funding in Operating Revenue:	
Plus Structures & Improvements in Operating Revenue:	13,801
Plus LCTOP fund balance for Electric Vehicle:	162,989
Capital Balance:	(142,739)

Breakdown of 4819 Service & Fees Revenue	
MMSA Fees	164,374
Red's Revenue	594,693
All Other Passenger Fares	246,469
Total 4819	1,005,536

COUNTY OF INYO
Budget to Actuals with Encumbrances by Key/Obj

Ledger: GL

As of 1/6/2023

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						
NET CAPITAL ACCOUNT		0.00	0.00	0.00	0.00	
Key: 153299 - EASTERN SIERRA TRANSIT						
OPERATING						
Revenue						
4061	LOCAL TRANSPORTATION TAX	1,590,020.00	941,302.12	0.00	648,717.88	59.20
4065	STATE TRANSIT ASST	478,666.00	160,164.00	0.00	318,502.00	33.46
4301	INTEREST FROM TREASURY	35,000.00	9,857.80	0.00	25,142.20	28.16
4498	STATE GRANTS	80,044.00	125,243.00	0.00	(45,199.00)	156.46
4499	STATE OTHER	78,839.00	25,910.46	0.00	52,928.54	32.86
4555	FEDERAL GRANTS	961,740.00	29,253.58	0.00	932,486.42	3.04
4599	OTHER AGENCIES	1,078,792.00	284,877.19	0.00	793,914.81	26.40
4819	SERVICES & FEES	2,405,107.00	1,006,268.39	0.00	1,398,838.61	41.83
4959	MISCELLANEOUS REVENUE	24,000.00	30,295.84	0.00	(6,295.84)	126.23
	Revenue Total:	6,732,208.00	2,613,172.38	0.00	4,119,035.62	38.81
Expenditure						
5001	SALARIED EMPLOYEES	1,709,481.00	736,492.67	0.00	972,988.33	43.08
5003	OVERTIME	125,820.00	81,906.40	0.00	43,913.60	65.09
5005	HOLIDAY OVERTIME	124,726.00	91,522.40	0.00	33,203.60	73.37
5012	PART TIME EMPLOYEES	535,472.00	221,443.75	0.00	314,028.25	41.35
5021	RETIREMENT & SOCIAL SECURITY	61,898.00	22,634.42	0.00	39,263.58	36.56
5022	PERS RETIREMENT	260,870.00	115,722.92	0.00	145,147.08	44.36
5025	RETIREE HEALTH BENEFITS	3,720.00	0.00	0.00	3,720.00	0.00
5031	MEDICAL INSURANCE	329,850.00	104,519.34	0.00	225,330.66	31.68
5043	OTHER BENEFITS	37,983.00	11,854.12	0.00	26,128.88	31.20
5045	COMPENSATED ABSENCE EXPENSE	204,239.00	96,459.58	0.00	107,779.42	47.22
5046	OPEB EXPENSE	60,000.00	0.00	0.00	60,000.00	0.00
5047	EMPLOYEE INCENTIVES	7,400.00	3,673.45	0.00	3,726.55	49.64
5111	CLOTHING	2,500.00	1,631.05	0.00	868.95	65.24
5152	WORKERS COMPENSATION	100,638.00	105,028.00	0.00	(4,390.00)	104.36
5154	UNEMPLOYMENT INSURANCE	40,000.00	0.00	0.00	40,000.00	0.00
5158	INSURANCE PREMIUM	195,440.00	190,893.00	0.00	4,547.00	97.67
5171	MAINTENANCE OF EQUIPMENT	727,333.00	258,391.03	0.00	468,941.97	35.52
5173	MAINTENANCE OF EQUIPMENT-	18,400.00	10,750.03	0.00	7,649.97	58.42
5191	MAINTENANCE OF STRUCTURES	5,000.00	0.00	0.00	5,000.00	0.00
5211	MEMBERSHIPS	1,400.00	1,089.00	0.00	311.00	77.78
5232	OFFICE & OTHER EQUIP < \$5,000	16,900.00	7,408.17	0.00	9,491.83	43.83
5238	OFFICE SUPPLIES	9,000.00	3,602.66	0.00	5,397.34	40.02
5253	ACCOUNTING & AUDITING SERVICE	51,168.00	25,312.51	0.00	25,855.49	49.46
5260	HEALTH - EMPLOYEE PHYSICALS	7,001.00	3,868.68	0.00	3,132.32	55.25
5263	ADVERTISING	45,902.00	13,961.84	0.00	31,940.16	30.41
5265	PROFESSIONAL & SPECIAL SERVICE	312,595.00	90,794.83	0.00	221,800.17	29.04
5291	OFFICE, SPACE & SITE RENTAL	229,740.00	99,783.70	0.00	129,956.30	43.43

COUNTY OF INYO
Budget to Actuals with Encumbrances by Key/Obj

Ledger: GL

As of 1/6/2023

Object	Description	Budget	Actual	Encumbrance	Balance	%
5311	GENERAL OPERATING EXPENSE	89,376.00	48,465.96	0.00	40,910.04	54.22
5326	LATE FEES & FINANCE CHARGES	300.00	10.00	0.00	290.00	3.33
5331	TRAVEL EXPENSE	17,099.00	2,881.58	0.00	14,217.42	16.85
5332	MILEAGE REIMBURSEMENT	28,000.00	11,044.78	0.00	16,955.22	39.44
5351	UTILITIES	81,846.00	17,472.41	0.00	64,373.59	21.34
5352	FUEL & OIL	895,964.00	296,842.00	0.00	599,122.00	33.13
5539	OTHER AGENCY CONTRIBUTIONS	52,000.00	0.00	0.00	52,000.00	0.00
5901	CONTINGENCIES	128,350.00	0.00	0.00	128,350.00	0.00
	Expenditure Total:	<u>6,517,411.00</u>	<u>2,675,460.28</u>	<u>0.00</u>	<u>3,841,950.72</u>	<u>41.05</u>
NET OPERATING		<u>214,797.00</u>	<u>(62,287.90)</u>	<u>0.00</u>	<u>277,084.90</u>	
NON-OPERATING Revenue						
NET NON-OPERATING		<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	
CAPITAL ACCOUNT Revenue						
4066	PTMISEA	92,000.00	0.00	0.00	92,000.00	0.00
4067	STATE TRANSIT ASST-CAPITAL	377,707.00	15,835.00	0.00	361,872.00	4.19
4495	STATE GRANTS - CAPITAL	45,209.00	0.00	0.00	45,209.00	0.00
4557	FEDERAL GRANTS - CAPITAL	1,376,575.00	189,167.00	0.00	1,187,408.00	13.74
	Revenue Total:	<u>1,891,491.00</u>	<u>205,002.00</u>	<u>0.00</u>	<u>1,686,489.00</u>	<u>10.83</u>
Expenditure						
5630	LAND IMPROVEMENTS	13,801.00	0.00	0.00	13,801.00	0.00
5640	STRUCTURES & IMPROVEMENTS	13,801.00	685.02	0.00	13,115.98	4.96
5655	VEHICLES	2,266,219.00	396,028.97	0.00	1,870,190.03	17.47
	Expenditure Total:	<u>2,293,821.00</u>	<u>396,713.99</u>	<u>0.00</u>	<u>1,897,107.01</u>	<u>17.29</u>
NET CAPITAL ACCOUNT		<u>(402,330.00)</u>	<u>(191,711.99)</u>	<u>0.00</u>	<u>(210,618.01)</u>	
TRANSFERS Revenue						
Expenditure						
5798	CAPITAL REPLACEMENT	145,781.00	0.00	0.00	145,781.00	0.00
	Expenditure Total:	<u>145,781.00</u>	<u>0.00</u>	<u>0.00</u>	<u>145,781.00</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>(333,314.00)</u>	<u>(253,999.89)</u>	<u>0.00</u>	<u>(79,314.11)</u>	

COUNTY OF INYO
UNDESIGNATED FUND BALANCES

AS OF 06/30/2023

	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	5,271,577	(3)	24,907		27,342			5,269,139		5,269,139
1533 ESTA ACCUMULATED	1,532,112							1,532,112		1,532,112
1534 ESTA GENERAL RESERVE	537,375							537,375		537,375
1535 ESTA BUDGET STAB	214,948							214,948		214,948
1536 REDS MEADOW ROAD	152,069							152,069		152,069
6809 SRTP TRANSPORT PLAN	46,028							46,028		46,028
6814 JARC-MAMMOTH EXPRESS	3,235					5,000		(1,765)		(1,765)
6820 NON-EMERGENCY TRAN REIM	1,425					7,500		(6,075)		(6,075)
6821 BISHOP YARD-ESTA	2,072					7,000		(4,928)		(4,928)
6822 LCTOP-ELECTRIC VEHICLE						5,407		(5,407)		(5,407)
6824 ESTA-LCTOP	52,935	3			3			52,935		52,935
6825 BISHOP ADMIN BUILDING	71,339							71,339		71,339
ESTA Totals	7,885,115		24,907		27,345	24,907		7,857,770		7,857,770
Grand Totals	7,885,115		24,907		27,345	24,907		7,857,770		7,857,770

STAFF REPORT

Subject: Election of 2023 Chairperson and Vice-Chairperson

Presented By: Phil Moores, Executive Director

Background:

Section 2.1 of the Joint Powers Agreement provides that the Board of Directors shall elect a Chair and Vice-Chair from among its members. The ESTA By-Laws specify that the representative elected to the Chair position shall alternate between Inyo and Mono Counties each year, and that the persons elected to the Chair and Vice-Chair positions shall not be from the same county.

Analysis/Discussion:

In keeping with the provisions outlined in the ESTA By-Laws, the Chair for the 2023 year should be from Bishop or Inyo County. Past practice has been that the Vice-Chair has been elected to the position of Chair in the year following their term as Vice-Chair. Director Totheroh from the Inyo County was elected to the position of Vice-Chair last year. Unfortunately, Director Totheroh will not be on the ESTA Board after December 2022. Also, in keeping with the By-Laws, the Vice-Chair for 2023 should be from either Mono County or the Mammoth Lakes.

Recommendation:

It is recommended the Board elect a Chairperson and Vice Chairperson for 2023.

STAFF REPORT

Subject: Dial-a-Ride Fare Increase

Presented By: Phil Moores, Executive Director

Background

Dial-a-Ride (DAR) fares were last increased in September of 2011. Since that time expenses have increased and fares have been subsidized to keep them low. Recent labor, fuel, and maintenance costs have risen dramatically, which has forced us to evaluate all revenue sources.

Financial Impacts

The fares, both current and proposed, are described in the public notice attached, and we expect around \$30,000 increase in annual revenue from the adjustment.

Analysis/Discussion

We are sensitive to some of our passenger's financial challenges, and increasing the discounted fares by a smaller margin than the regular fare is meant to address that need.

A byproduct of the fare proposal is a time savings in counting fares. The odd dollar amounts in the current fare structure makes our manual counting process cumbersome.

A March 1, 2023, effective date of the new fares will give us time to alert our partners and passengers of the changes.

Recommendation

Approve the dial-a-ride fare increase as described in the public notice effective March 1, 2023.

PUBLIC NOTICE

Eastern Sierra Transit Authority is proposing to:

1. Increase Dial-a-Ride fares, excluding Walker Dial-a-Ride

The comment period is December 27, 2022 to January 13, 2023

ESTA Dial-a-Ride - The following fares are proposed:

	<u>Current</u>	<u>Proposed</u>
Regular Zone 1:	\$3.00	\$4.00
Regular Zone 2:	\$4.20	\$5.00
Youth, Disabled, Senior (Discount):		
Discount Zone 1:	\$2.40	\$3.00
Discount Zone 2:	\$3.60	\$4.00
Child (<5 years old):	Free	Free
Regular 30-day Pass:	\$108.00	\$144.00
Discount 30-day Pass:	\$86.40	\$108.00
Regular 10-Punch Pass:	\$27.00	\$36.00
Discount 10-Punch Pass:	\$21.60	\$27.00
Multi-Zone 10-Punch Pass:	\$37.80	\$45.00
Multi-Zone 10-Punch Discount Pass:	\$32.40	\$36.00

To provide comment, use the following opportunities:

- Attend Public Meeting:

January 13, 2023, 9:00am,

Join Zoom

Meeting: <https://us02web.zoom.us/j/7608711901?pwd=VS9TeE4rU0NleWFCY0JTOVhzajEyQT09>

Meeting ID: 760 871 1901

Passcode: 753752

OR

Call in by Phone: 1-669-900-9128

Meeting ID: 760 871 1901

Passcode: 753752

- Contact ESTA Directly on or before 5pm, January 12, 2023:

Email – info@estransit.com

Phone – 760-872-1901

Facebook – Eastern Sierra Transit