



BOARD OF DIRECTORS OF THE EASTERN SIERRA TRANSIT AUTHORITY

Special Meeting
Wednesday, March 28, 2018
1:30 p.m.

Meeting Location:
City of Bishop Council Chambers
301 West Line St, Bishop, California

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)

DISPOSITION

1. CALL TO ORDER

2. PLEDGE OF ALLEGIANCE

3. ROLL CALL

4. PUBLIC COMMENT

INFORMATION

5. APPROVAL OF MINUTES:

ACTION

- a. Regular meeting of March 16, 2018
- b. Special meeting of March 16, 2018

6. INCREASE TO PETTY CASH FUND

ACTION

Staff recommendation: It is recommended the Board approve an increase in the Authority's petty cash fund from \$100.00 to \$200.00.

7. APPROVE EFFECTIVE DATE FOR BOARD STIPEND

ACTION

Staff recommendation: The Board is requested to approve March 17, 2018 as the effective date for the Board stipend policy, or to determine an alternate effective date for the policy.

8. REPORTS

INFORMATION

- a. Board Members
- b. Executive Director

9. FUTURE AGENDA ITEMS

10. CLOSED SESSION

DISCUSSION/POSSIBLE ACTION

- a. Conference with Labor Negotiators. (Pursuant to Government Code Section 54957.6) – Authority designated representatives; John Helm, John Vallejo. Bargaining Groups; ESTA-MCEA, ESTA-EEA.
- b. Public employment, employee recruitment. (Pursuant to Government Code Section 54957(b)(1)). Position: Executive Director.

11. REPORT ON CLOSED SESSION AS REQUIRED BY LAW

12. APPROVAL OF MOU WITH MCEA

ACTION

Staff recommendation: The Board is requested to adopt and approve the Memorandum of Understanding between ESTA and the Eastern Sierra Transit Authority Management and Confidential Employees Association (MCEA), and to authorize such action by resolution.

13. ADJOURNMENT

ACTION

The next regular meeting will be April 13th in Bishop at 11:00 am.

EASTERN SIERRA TRANSIT AUTHORITY

Minutes of Friday, March 16, 2018 Regular Meeting

The meeting of the Board of Directors of the Eastern Sierra Transit Authority was called to order at 8:38 a.m. on Friday, March 16, 2018 at the Town of Mammoth Lakes Council Chambers, Mammoth Lakes, California. The following members were present: Bob Gardner, Karen Schwartz, Jeff Griffiths, Kirk Stapp, Cleland Hoff, Matt Kingsley, Jim Ellis and Bill Sauser. Director Sauser lead the pledge of allegiance.

Public Comment	None.
Approval of Minutes	Moved by Director Hoff and seconded by Director Sauser to approve the minutes of the regular meeting of January 19, 2018. Motion carried 6-0, with Directors Ellis and Kingsley abstaining.
Consent Agenda	Moved by Director Griffiths and seconded by Director Ellis to approve the following Consent Agenda: a. Ratification of unpaid leave extension b. Renewal of lease agreement with Inyo County for office space at the Bishop Airport c. Renewal of lease agreement with Inyo County for bus parking area. d. Federal Fiscal Year 2018 Certifications and Assurances Motion carried 8-0.
Amendment of Legal Services Agreement	Moved by Director Kingsley and seconded by Director Ellis to approve the agreement with Inyo County for the provision of legal services, which authorizes an increase in compensation for these services, and to authorize the Chair to sign the agreement on behalf of the Board. Motion carried 8-0.
Board Member Stipend	Moved by Director Griffith and seconded by Director Sauser approve a policy authorizing the payment of a stipend to Eastern Sierra Transit Board members. Motion carried 6-2 with Directors Schwartz, Griffiths, Stapp, Kingsley, Ellis and Sauser voting in favor, and Directors Hoff and Gardner opposed.
Financial Reports	Mr. Helm presented the Financial Report for FY 2017/18 for the period ending March 13, 2018.
Operations Reports	Mr. Helm presented the Operations Report for the month of February 2018.

FY 2016/17 Audited Financial Report Explanation	This item was tabled until the next regular meeting scheduled for April 13, 2018.
Preliminary 2018/19 Budget	Mr. Helm presented the Preliminary 2018/19 Budget.
Bi-Annual Service Analysis	Moved by Director Ellis and seconded by Director Griffiths to approve the proposed Eastern Sierra Transit services to be operated from April through September 2018. Motion carried 8-0.
Board Member Reports	<p>Director Griffiths thanked Mr. Helm and other Eastern Sierra Transit staff for their work while recovering from recent staff turn-over and preparing for a new director.</p> <p>Director Ellis inquired about music on busses. Mr. Helm indicated a policy is in place.</p> <p>Director Kingsley is glad to be serving on Eastern Sierra Transit's board and indicated his past service on the Local Transportation Commission board has provided background on transit matters.</p> <p>Director Sauser inquired about whether the Historical Society was planning a program on Lakes Basin Trolley this year. Mr. Helm will find out.</p>
Executive Director Report	No report.
Future Agenda Items	None.
Closed Seccession	<p>Open session was recessed at 9:42 a.m. to convene in closed session to consider Agenda item #16:</p> <p>a. Conference with Labor Negotiators. (Pursuant to Government Code Section 54957.6) – Authority designated representatives; John Helm, John Vallejo. Bargaining Groups; ESTA-MCEA, ESTA-EEA.</p> <p>b. Public employment, employee recruitment. (Pursuant to Government Code Section 54957(b)(1)). Position: Executive Director</p>
Report on Closed Session	Closed session was recessed at 11:23 a.m. Director Stapp indicated there was nothing to report from the closed session.

Adjournment	The Chairperson adjourned the meeting at 11:24 a.m. The next regular meeting of the Eastern Sierra Transit Authority Board of Directors is scheduled for April 13, 2018 in the City of Bishop.
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Recorded & Prepared by:

Karie Bentley
Board Clerk
Eastern Sierra Transit Authority

Minutes approved:

EASTERN SIERRA TRANSIT AUTHORITY

Minutes of Friday, March 16, 2018 Special Meeting

The special meeting of the Board of Directors of the Eastern Sierra Transit Authority was called to order at 11:24 a.m. on Friday, March 16, 2018 at the Town of Mammoth Lakes Council Chambers, Mammoth Lakes, California and by teleconference from the City of Bishop Council Chambers, Bishop California. The following members were present at the Town of Mammoth Lakes Council Chambers: Bob Gardner, Karen Schwartz, Kirk Stapp Jim Ellis, Cleland Hoff and Bill Sauser. Directors Matt Kingsley and Jeff Griffiths were absent.

Public Comment	None.
Agenda items 5-17	Agenda Items 5- 17 were addressed at the Friday, March 16, 2018 Regular Meeting.
17/18 Low Carbon Transit Operations Funding Approval	Moved by Director Gardner and seconded by Director Hoff to approve Resolution 2018-03 allocating \$66,147 of FY 2017/18 LCTOP funds for three projects (Mammoth Express expansion; Mammoth Express pass price reduction, and; purchase of electric bus). Motion carried 6-0 with Directors Kingsley and Griffiths absent.
Future Agenda Items	None.
Adjournment	The Chairperson adjourned the meeting at 11:26 a.m. The next regular meeting of the Eastern Sierra Transit Authority Board of Directors is scheduled for April 13, 2018, in the City of Bishop.

Recorded & Prepared by:

Karie Bentley
Board Clerk
Eastern Sierra Transit Authority

Minutes approved:

STAFF REPORT

Subject: Petty Cash Increase
Initiated by: John Helm, Executive Director

BACKGROUND:

The Inyo County Auditor's office currently allows Eastern Sierra Transit a petty cash fund in the amount of \$100.00. The fund is reconciled monthly, and receipts are submitted at least quarterly.

An increase to \$200.00 is requested as the current amount has been exhausted on several occasions resulting in difficulty when a small cash purchase is needed.

RECOMMENDATION

The board is requested to approve a petty cash fund in the amount of \$200.00 for Eastern Sierra Transit Authority.

STAFF REPORT

Subject: Board Member Stipend

Initiated by: John Helm, Executive Director

BACKGROUND:

The Board approved a policy to provide a stipend to ESTA Board members for participation at ESTA meetings at the March 16th regular meeting. Staff did not notice at that time that the approval action did not include the identification of an effective date.

RECOMMENDATION

The Board is requested to approve March 17, 2018 as the effective date for the Board Member Stipend policy, or to determine an alternate effective date.

STAFF REPORT

Subject: Approval of MOU with Eastern Sierra Transit Authority
Management & Confidential Employees Association (MCEA)

Initiated by: John Helm, Executive Director

BACKGROUND:

Last year, ESTA and the Management and Confidential Employees Association (MCEA) entered into a one-year Memorandum of Understanding effective August 1, 2017.

ANALYSIS/DISCUSSION:

Subsequent to the approval of a one-year Memorandum of Understanding with MCEA, and in conjunction with the completion of the draft of the Organizational Assessment of ESTA, representatives from the Association and ESTA met and conferred to develop a Memorandum of Understanding to govern wages, hours, and other terms and conditions of employment. A tentative agreement was reached earlier this month, which has been ratified by the MCEA membership. The substantive changes to the terms and conditions of employment from the current MCEA MOU include:

- Article I (Recognition):
 - Adds the word “Reorganization” to the title
 - Deletes the position of Transit Analyst, Administrative Analyst/Board Clerk, and Account Clerk II.
 - Adds the positions of Administration Manager, and Administrative Specialist I, II, and III
 - Adds job descriptions for all MCEA positions as an attachment to the MOU
 - Reclassifies the existing Administrative Analyst to the position of Administration Manager
 - Documents that ESTA may utilize an independent contractor to provide any and/or all required Information Technology services

- Article VIII.A (Salaries): Change the effective dates for the salary scale to read; “the first full pay period following ratification of this MOU by all parties”. The wage scale table is revised as follows:

Hourly	A	B	C	D	E	F	G
Administration Manager	\$32.69	\$33.67	\$34.68	\$35.72	\$36.80	\$37.90	\$39.04
Transportation Operations Supervisor	\$26.44	\$27.24	\$28.05	\$28.89	\$29.76	\$30.65	\$31.57
Administrative Specialist III	\$22.12	\$22.78	\$23.46	\$24.17	\$24.89	\$25.64	\$26.41
Administrative Specialist II	\$20.19	\$20.80	\$21.42	\$22.06	\$22.73	\$23.41	\$24.11
Administrative Specialist I	\$18.27	\$18.82	\$19.38	\$19.96	\$20.56	\$21.18	\$21.81

- Article VIII.B (Management Incentive Pay): Deletes this provision.
- Article VIII.C (Longevity Pay): Deletes this provision.
- Article VIII.E (Mammoth Premium Pay): Adds a new section defining that Mammoth Premium Pay shall be paid to MCEA employees working shifts that originate from the Mammoth Lakes location.
- Article IX
 - Adds a new first item to define Continuous Service to be consistent with the ESTA Employees Association (EEA) MOU.
- Article XI (Benefits):
 - Adjusts employee contribution formulas for health insurance benefits to be fully consistent with the EEA MOU.
- Term: First full pay period subsequent to ratification by all parties through March 31, 2021.

A copy of the MOU is included on the following pages

FINANCIAL CONSIDERATIONS

The financial impact of the terms and conditions of the proposed Memorandum of Understanding with MCEA adds approximately \$50,000 per year in additional administrative compensation expense. The reorganization of the administrative structure and associated expense are consistent with the recommendations of the Organizational Assessment draft and are believed to be necessary to effectively address the ongoing administrative requirements of the Authority. This additional expense will be incorporated in the FY 2018/19 budget.

RECOMMENDATION

The Board is requested to pass and approve Resolution 2018-04, adopting and approving a Memorandum of Understanding between ESTA and the Eastern Sierra Transit Authority Management & Confidential Employees Association (MCEA).

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. Association Rights

- A. Reasonable Access. ESTA shall allow Association Officers and Representatives reasonable access to ESTA work locations, facilities, equipment and other ESTA resources.
- B. Advance Notice. ESTA shall provide reasonable advance notice to the Association 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 Association as to allow for the Association's response and to meet and confer, if necessary. Said notice shall be sent to the Association representatives designated in paragraph 8 of this Article.
- C. Dues Deductions. Upon the approval of the majority of the eligible voting bargaining unit employees, the following 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, agree to a mandatory deduction of \$10.00 per pay period.
 - 2) ESTA shall deduct and transmit the monthly dues and fees by direct

deposit on a fortnightly basis to a bank account to be identified by the Association.

- 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 Association, except that intentional failure of ESTA to transmit to the Association monies deducted from the employees pursuant to this Article.

D. Release Time. ESTA will release with no loss of compensation Association members (maximum two (2) employees at any one time) assigned to establish Association 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.

E. Authorized Agents. Authorized agents for the purpose of administering the terms and provisions of the Agreement shall be:

1. Eastern Sierra Transit
Authority Executive Director
P.O. Box 1357 Bishop, CA 93515
2. Management & Confidential Employees
Association President
P.O. Box 1357 Bishop, CA 93515

Article V. Personnel Rules

The Eastern Sierra Transit Authority Personnel Rules dated December 26, 2016 and as may be subsequently amended, are hereby incorporated by reference. Notwithstanding any other provision of this MOU, the parties agree that ESTA may during the term of this MOU propose revisions to such rules and/or additional personnel rules, provided that ESTA allows an appropriate opportunity for affected Association members and their bargaining unit to “meet-and-confer” in compliance with the Meyers-Milias- Brown Act. Association agrees that once ESTA has duly adopted any such new and/or revised personnel rules, such rules shall apply to all employees covered by this MOU.

Article VI. Work Schedules

- A. **Hours of Work and Work Schedules.** The work week begins at 0001 hours each Monday and ends at 2400 hours the following Sunday (one minute after 12 midnight Monday through 12 midnight on Sunday).

Article VII Overtime and Compensatory Time

- A ESTA will comply with the Fair Labor Standards Act (FLSA) and shall compensate all non-exempt management & confidential employees at the pay rate of time and one half for all overtime worked over 40 hours within a work week. Non-exempt employees covered by this Agreement shall be compensated for overtime at the rate of one and one-half times his or her equivalent hourly rate of pay.
1. All overtime must be scheduled with the employee in advance, except in the case of an emergency or when reasonable, unforeseeable operational needs prohibit advance notice.
 2. Overtime may be converted to compensatory time off at the rate of time and one half (1-1/2). The compensatory time may be banked as provided in paragraph (4) below. The conversion of overtime shall be at the option of the employee. Overtime shall be paid in accordance with current procedures unless an employee requests compensatory time.
 3. Positions exempt from overtime and compensatory time under FLSA may be added to or deleted from in accordance with the definitions of the FLSA. If issues of dispute arise between ESTA and the Association, a letter of ruling will be sought from the U.S. Dept. of Labor, which administers FLSA, to determine if the position meets the appropriate criteria for inclusion or exclusion from the list.
 4. ESTA will allow non-exempt employees to carry 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.
 5. Other provision of overtime shall be addressed as described in the Personnel Rules.

Article VIII. Salaries

Salaries (hourly wage rates) for the first full pay period following ratification of this MOU by all parties shall be as set forth in Attachment 2 to this MOU. Except for the currently employed Mammoth Lakes Operations Supervisor, who shall start at B-step, all Association-represented employees shall be at the A-step with a new anniversary date.

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

- C. Call-Out Compensation: A non-exempt 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. All such time worked shall be subject to the overtime provisions of the Personnel Rules.
- D. Mileage Reimbursement: An employee who uses his/her own vehicle in the course of assigned work shall be reimbursed for said use at the current Internal Revenue Service rate for this area.
- E. Mammoth Premium Pay: Shifts that originate from the Mammoth Lakes location shall be paid an additional fifty cents (\$ 0.50) per hour.

Article IX. Seniority

A. Defined –

1. Continuous Employment – employment by the County of Inyo prior to the formation of ESTA, and/or ESTA with service breaks no longer than one (1) year
2. Seniority - the original date of hire of continuous employment by the County of Inyo and/or the original hire date of continuous employment by ESTA, which ever occurred first.
3. Classification Seniority – the original date of continuous employment in the current classification by the County of Inyo and/or by ESTA whichever occurred first.
4. Category Seniority - the original date of continuous employment in the current employment category by the County of Inyo and/or by ESTA whichever occurred first.

- B. Application – Seniority and Classification Seniority as defined shall be applied to all Articles and/or Sections of this Agreement where seniority is identified as a qualifying and/or eligibility factor.

Article X. Discipline and Discharge

Letter of Reprimand, Warning or Counseling: Any employee who receives a letter of reprimand, warning, or counseling shall be entitled to submit a written response thereto, which shall be placed in such employee's personnel file, along with the written reprimand. Employees who receive a reprimand, warning, or counseling from other than the Executive Director may discuss the matter with the Executive Director, who shall have the authority to remove the letter. Employees who receive a reprimand, warning or counseling from the Executive Director may discuss the matter with a staff member from one of the Authority's JPA jurisdictions. The jurisdiction shall be chosen at random and the jurisdiction's CEO shall designate who within the organization shall discuss the reprimand with the employee. The review will include the review of the written

document and any written response submitted by the member, and may, in the discretion of the reviewer, include a limited investigation or an informal meeting with the Executive Director and the member to be conducted in a manner deemed appropriate by the reviewer in his or her sole discretion. Any advisory opinion prepared by the reviewer shall be included in the member's personnel file along with the written document and the employee's written response, if any was submitted. There shall be no right to grieve or appeal any reprimand, warning or counseling nor shall there be any formal hearings or review procedures concerning any reprimand, warning, or counseling. An employee shall not be prohibited from arguing and presenting evidence to the validity of the letter of reprimand, warning or counseling if said action(s) are used to justify a subsequent greater disciplinary action.

Article XI. Benefits

The benefits are defined in the following matrix:

EMPLOYMENT CATEGORY →	100%	75%	50%	Non-Benefitted
<p>PERS Retirement:</p> <ul style="list-style-type: none"> • ESTA provides 2.5% at 55 formula PERS retirement for miscellaneous members hired and promoted to a benefitted position prior to August 27, 2012. Employees hired into a benefitted position, or promoted from a non-benefitted position to a benefitted position on or after August 27, 2012 shall be eligible for a 2% at 55 formula retirement. Employees hired into a benefitted position, or promoted from a non-benefitted position to a benefitted position on or after January 1, 2013 shall be eligible for a 2% at 62 formula retirement. However, per CalPERS circular letter 200-006.15, employees hired between January 1, 2013 through December 29, 2014 will retain their classic retirement benefits for this period. • 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, however, employees hired between January 1, 2013 through December 29, 2014 will retain this benefit for this period of time. • Employer shall pay the employer required tax for Medicare as required by the IRS • Unless countermanded by the Public Employees' Pension Reform Act of 2013 (PEPRS), PERS Benefit to consist of: <ul style="list-style-type: none"> ○ Final compensation based on average monthly pay rate during the last (or highest) consecutive 36 months of employment ○ Post retirement survivor benefit of \$500 (one time) ○ Sick leave carryover from Inyo County will be converted to service credit upon retirement ○ ESTA shall report the value of Employer Paid Member Contributions as additional compensation upon retirement 	▲	▲	▲	

EMPLOYMENT 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. 				▲
Holiday Pay: Straight time pay for official Authority holidays.	8 hours	6 hours	4 hours	
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.	▲	▲	▲	▲
Short Term Disability Protection: Provided through State SDI Program. Employee pays the premium (currently 0.8%)	▲	▲	▲	▲
Flexible Benefit Program: ESTA shall provide a Section 125 plan, which provides a pre-tax benefit to employees for qualifying medical and/or dependent care expenses. ESTA shall pay the administration fee of \$5.25 per month for each employee who participates in the flexible benefits program	▲	▲	▲	
Deferred Compensation: ESTA will provide a deferred compensation program 457(b) for benefitted employees.	▲	▲	▲	▲

EMPLOYMENT CATEGORY →	100%	75%	50%	Non-Benefitted
<p>Health Insurance: ESTA will contract with the California Public Employees Retirement System (PERS) for medical benefits during the term of this Agreement. An Employee will receive a benefit stipend that may be used to pay for the PERS medical premium. ESTA will pay 83% of the premium for employees selecting PERS Choice, and 87% of the premium for employees selecting PERS Select. ESTA's contribution shall be prorated for 75% and 50% employment category employees. For example, the PERS Choice monthly premium for employee-only coverage is \$714.43. ESTA would pay \$592.98 for a 100% employee ($\\$714.43 * 83\%$); \$444.73 for a 75% employee ($\\$714.43 * 75% * 83\%$); and \$296.49 for a 50% employee ($\\$714.43 * 50% * 83\%$). The employee would be responsible to pay the balance of the monthly premium. 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. Benefitted employees who elect not to participate in the CalPERS health insurance program but who provide ESTA with proof of medical coverage under an insurance plan providing at least the same level of benefits available from ESTA above, shall receive as cash payment a monthly amount equal to \$408 which accounts for the minimum employer deduction as defined by state statute, which shall also be adjusted and earned by the employee based on the percentage of the monthly benefit stipend identified at right based upon the employee's employment category level (i.e. \$306.00 for 75% employees and \$204.00 for 50% employees).</p>	▲ 100%	▲ 75%	▲ 50%	

EMPLOYMENT CATEGORY →	100%	75%	50%	Non-Benefitted
<p>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.</p>	▲	▲	▲	
<p>Vision/Dental Reimbursement: ESTA shall reimburse employees for professional services and prescription eye products and/or frames, and for dental care and vision correction according to dollar amounts identified to the right. 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. Maximum amounts available to employees through the Vision/Dental Reimbursement program shall be prorated for employees hired (or promoted to 75% or 100% status) during the fiscal year. The Vision/Dental Reimbursement program runs from July 1 through June 30. Reimbursement receipts must be submitted by July 25 following the end of the program year on June 30.</p>	▲ \$1,000 plus \$400 for one or more dependents	▲ \$750 plus \$300 for one or more dependents	▲ \$500 plus \$200 for one or more dependents	

EMPLOYMENT CATEGORY →	100%	75%	50%	Non-Benefitted
<p>Comprehensive Leave: Benefitted employees shall accrue comprehensive leave hours according to the following monthly accrual rates based upon number of years of continuous employment:</p> <p style="text-align: right;">Through the first 3 years 14.6667 11.0000 7.3334 After 3 years and through the 10th year 18.6667 14.0000 9.3334 After 10 years and through the 15th year 20.6667 15.5000 10.3334 After the 15th year 22.6667 17.0000 11.3334</p>	▲	▲	▲	
<p>Life Insurance: 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 shall have a reduced life insurance policy amount, based upon the requirements of the insurer.</p>	▲ 100%	▲ 75%	▲ 50%	
<p>Employee Assistance Plan: 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 with the psychologist/counselor of the employee's choice. Employees may contact the Administration Manager in order to avail themselves of the EAP.</p>	▲	▲	▲	▲
<p>Compensated Family or Medical Care Leave: Association employees shall be eligible for paid leave for a qualifying Family or Medical Care Leave event up to a maximum of the hour amounts identified to the right. Said compensation shall not extend any guaranteed minimum leave periods as required by the FMLA or other applicable law.</p>	▲ 40	▲ 30	▲ 20	

Article XII. Health and Safety

A. 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.

B. 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 XIII. 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 XIV. 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 Transportation Analyst directly, or request an Association representative to request a confidential referral on the employee's behalf in order to arrange for EAP counseling. The Transit Analyst should contact the Executive Director directly, or request an Association representative to request a confidential referral on the employee's behalf if this individual desires assistance. ESTA will authorize and pay for a maximum of six (6) visits with the psychologist/counselor of the employee's choice.

Article XV. Uniforms

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

Transit Operations Supervisor – 2 shirts and 1 jacket

Administration Manager – 2 shirts and 1 jacket

B. Employees are responsible for the cleaning of their uniforms. Upon termination of employment, employees must return uniform shirts and jacket to ESTA. ESTA shall replace uniform shirts and jackets as necessary through normal and appropriate wear and tear.

Article XVI. 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 XVII. No Strike / No Lockout

- A. The Association, 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 provision of the MOU or applicable ordinance or law.

Article XVIII. 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 XIX. Total Agreement

Sole and Entire Memorandum of Understanding: It is the intent of the parties hereto that the provisions of this Memorandum of Understanding shall supersede all prior agreements, oral or written, expressed or implied, existing or expired, between the parties. Unless specifically modified by this MOU or the Personnel Rules (dated 12.26.16), 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 XX. Term of Agreement

The terms and conditions of this Agreement shall be effective the first full pay period subsequent to ratification by all parties and remain in full force and effect until and including March 31, 2021.

ACCEPTED AND APPROVED

For ESTA:

Date: _____

For MCEA:

Date: _____



JOB DESCRIPTION

POSITION: **ADMINISTRATION MANAGER**

LOCATION: Bishop

SALARY: **\$32.69 to \$39.04 per hour**

DEFINITION: Under the general supervision of the Executive Director, oversees administrative operations of ESTA including supervisor of Administrative Specialists and other staff performing administrative tasks. Performs or oversees a wide variety of accounting, statistical, and administrative activities of a highly responsible nature; and may serve as the Clerk of the Board of Directors of the Eastern Sierra Transit Authority.

ESSENTIAL FUNCTIONS include, but are not limited to the following:

- Manage all aspects of the day to day administration of the Eastern Sierra Transit Authority including payroll, benefits, human resources, financial, grants, procurement, marketing, board administration, and IT.
- Researches and implements new laws and regulations pertaining to the administration of ESTA with the assistance and direction of the Executive Director
- Assist in providing input on the design, implementation and operation of Authority services and processes. Serve as a member of the Authority's senior management team helping to guide the successful delivery of services and fulfillment of the Authority's mission statement. Provide input on the development and implementation of administrative, personnel and, as appropriate, operating policy for the Authority.
- Liaison with other community agencies relative to the delivery of transit services.
- Represent ESTA on various committees and meetings.
- Serve as, or supervise the Authority's Designated Employer Representative (DER) for the Authority's Drug & Alcohol Testing policy, performing all of the functions required of this position according to the regulations of the Department of Transportation
- Serve as, or supervise the Clerk of the Board of Directors including but not limited to the following functions; notice all Board meetings in compliance with applicable regulations, review and assemble information and documents for the ESTA Board of Director's agenda, and publish same; attend Board meetings, take and transcribe minutes of proceedings for permanent record; call roll; read correspondence into the record; mark exhibits; and administer the oath to witnesses when necessary; index and transcribe minutes and resolutions to official records along with other Board Clerk duties
- Assist Executive Director with development of new grant applications, submit grant applications, primary interface with grant officials

- Oversee administration of grants including but not limited to the following: tabulate and submit required reporting and invoicing; monitor timing, expenditures, and reimbursements relative to contract requirements
- Oversee procurement related activities including: writing requests for proposals and conducting proposal evaluation; developing contract agreements; develop methods for contract performance evaluation, monitor contracts for compliance and performance, and recommend appropriate corrective action if needed, insure compliance with purchasing policy for formal procurements.
- Oversees Information Technology including: liaison with software providers and outside contracted IT resources to resolve technical problems, internet issues, routing issues, and assist with upgrades. Provide general technical support to office staff, assist in evaluation, selection and implementation of new software.
- Oversee the administration of the Authority's website
- Supervises and assigns work to Administrative Specialists
- Oversee and, as necessary, perform duties of the Administrative Specialists including payroll, human resources, financial, grants, procurement, marketing or IT related duties.
- Assist Executive Director to advise, coach and counsel Operations Supervisors regarding sensitive HR matters including disciplinary action.
- Preparation and design of marketing strategies and public relations efforts for existing and new programs, develop information materials, advertisements, brochures and other materials to market the transit system and other related programs
- Perform risk management activities including submit accident reports to Third Party Administrator (TPA), submit workers compensation claims, follow up and coordinate with TPA on outstanding matters.
- Oversee the Authority's petty cash
- Manage and administer manual and automated document filing systems
- Maintain up to date policies and procedures, and facilitate staff cross training
- As needed, answer phone calls for demand-response trip requests, enter the trip requests into the dispatching software, and assign trips to drivers in the field
- Other duties as assigned by the Executive Director

Knowledge of: Operations and functions of public government; public and community relations; standard office procedures, methods and equipment; recordkeeping and filing principles; basic mathematical concepts; general practices of financial record keeping, accounting and budgeting practices; human resource regulations and practices, drug and alcohol policy administration, board clerk rules and procedures, personal computers and commonly used software for word processing, spreadsheets and internet access; English usage, grammar, punctuation and spelling.

Ability to: Maintain various records and files, including confidential materials; conduct research and compile and analyze data; read, interpret and apply applicable laws, rules and regulations; communicate effectively orally and in writing; establish and maintain effective work relationships with peers and other public and private agencies; operate a personal computer and utilize related software; effectively learn, interpret and apply ESTA

policies, rules and regulations; maintain composure in stressful situations and resolve complaints in a satisfactory manner; continually multi-task and prioritize work; handle matters of a confidential nature; supervise, teach and coach subordinates, resolve difficult personnel issues, operate standard office equipment; maintain accurate records; stay informed of changing governmental regulations.

Experience/Education/Training:

Any equivalent combination of experience and education that would likely provide the required skills, knowledge and abilities that would normally be obtained by:

- Bachelor's degree from an accredited college with major in public or business administration or a directly related field preferred.
- Four years of previous responsible administrative experience, preferably in transit administration, or a related field.
- Two years of prior supervisory experience.

Licensure and Certifications: Must possess or obtain and maintain a valid Class A, B, or C California Driver's License.

Special Requirements: Must successfully complete a background investigation and physical examination, including drug screen prior to employment. This position is subject to drug & alcohol testing requirements as identified in the Authority's Drug & Alcohol Testing Policy.

Physical Requirements: Must maintain the physical condition necessary to: 1) perform tasks in an office setting and operate standard office machinery, 2) safely drive a variety of staff vehicles, 3) frequently; stand, walk, stoop and bend; grasp, lift, hold and manipulate under 20 lb. items.



JOB DESCRIPTION

POSITION: **TRANSPORTATION OPERATIONS SUPERVISOR**

LOCATION: Bishop or Mammoth Lakes

SALARY: \$26.44 - \$31.57 per hour

DEFINITION: Under the supervision of the Executive Director, the Operations Supervisor is responsible for providing managerial and operational support for all of ESTA's transit operations in the assigned service area (Bishop or Mammoth Lakes) ensuring the delivery of quality service to every passenger, every day.

ESSENTIAL FUNCTIONS include, but are not limited to the following:

- Supervises subordinate personnel to include: conducting and approving the selection, training, scheduling, evaluation, and discipline of personnel; resolving personnel issues; and, providing guidance and direction. Creates a supportive environment that encourages subordinates to take initiative and to assume responsibility for providing consistently high-quality service.
- Provides program and project management support to include: supervising a variety of special projects; and, developing and implementing operating methods and procedures.
- Planning and development activities including: preparation of routes, schedules, transit rules and guidelines for safe and efficient operation of vehicles and services.
- Assist with labor relations, disciplinary matters, and grievance responses by coordinating and facilitating discussions with ESTA Executive Director, Administration Manager and Employee Association representatives. Administer work practices and procedures in compliance with applicable employee association MOU's.
- Responds to and resolves citizen questions and complaints expeditiously and provides public and media relations activities as directed.
- Participates in a variety of committees and meetings which includes proposing and evaluating service modifications.
- Oversees safety and training activities by determining and implementing specific training needs.
- Perform thorough accident investigations and ensure appropriate reporting is submitted to assigned risk management staff. Determine and implement appropriate corrective training.
- Administer ESTA Substance Abuse Program requirements as directed by the Executive Director and the Designated Employer Representative.
- Produces weekly schedules, time sheets, and on-call driver schedules of

employees as needed to maintain effective service within budget limits. Maintain accurate posted schedules. Responds to shift vacancies as necessary.

- Assists in the recruitment process of hiring drivers and dispatchers and assists in developing, presenting and overseeing their initial training, including behind the wheel and in-service training.
- Administer, or assist with the administration of the PULL Notice program.
- Assure that drivers perform proper pre-trip inspection and report problems promptly. Follow up as required.
- Insure that logs, summaries and reports are produced promptly and accurately.
- Assists with the development and preparation of the public timetables, applying knowledge of system routes, times, stops and transfer points; assists with proofing and editing.
- Payroll related functions including collecting, reviewing and correcting driver timesheets; and entering timesheet data into payroll system.
- Ensure buses and other vehicles are properly maintained, safe to operate, clean, and in compliance with all applicable regulations. Coordinate all vehicle maintenance requirements with vendors to ensure timely, thorough and compliant maintenance of the fleet.
- Administer and implement policies and procedures to include: determining if policies are up-to-date and appropriate; ensuring compliance with policies and procedures; and, recommending new or altered policies and procedures
- As a member of the Authority's senior management team, help to guide the successful delivery of services and fulfillment of the Authority's mission statement Assist in providing input on the development of plans and short and long-range goals and objectives which includes determining project needs and requirements, and establishing goals in accordance with regulatory requirements. Assist in the design, implementation and operation of Authority services and processes.
- Provide staff support for a variety of tasks including serving as a back-up dispatcher and/or driver as needed.
- Other duties as assigned by Executive Director.

Knowledge of: Transit operational and vehicle practices, procedures, regulation and laws; vehicle maintenance principles, including preventative maintenance; managerial principles; budgetary principles; accident investigation; local, state and federal regulations applicable to transit and personnel management; safety rules, regulations and procedures; FTA drug & alcohol program requirements, operations and functions of public government; public and community relations; standard office procedures, methods and equipment; recordkeeping and filing principles; basic mathematical concepts; personal computers and commonly used software for word processing and Internet access.

Ability to: Effectively supervise and direct subordinates to include conducting employee evaluations and administering discipline as necessary; communicate effectively orally and in writing with coworkers, supervisors, and the general public; establish and maintain effective work relationships with peers and other public and private agencies; effectively address operational requirements (e.g. emergencies) during all hours of operation; prepare and present group presentations; plan and organize projects; maintain various

records and files, including confidential materials; conduct research and compile and analyze data; read, interpret and apply applicable laws, rules and regulations; operate a personal computer and utilize related software; effectively learn, interpret and apply ESTA policies, rules and regulations; maintain composure in stressful situations and resolve complaints in a satisfactory manner; continually multi-task and prioritize work; handle matters of a confidential nature; operate standard office equipment; maintain accurate records; stay informed of changing governmental regulations.

Experience/Education/Training:

Any equivalent combination of experience and education that would likely provide the required skills, knowledge and abilities that would normally be obtained by:

- Bachelor's Degree in Transportation, Public Administration, Business Administration, Urban Planning, or related field;
- Three years of progressively responsible supervisory, management, transit or related experience;
- Or any equivalent combination of education and experience sufficient to successfully perform the essential duties of the job as listed above.

Licensure and Certifications: Must possess or be able to obtain the following:

- Valid State of California Commercial Driver's License with "B" or "A" designation, "P" endorsement, and Air Brake certification.
- GPPV certificate.
- Transportation Safety Institute Bus Driver Instructor certificate.

Special Requirements: Must successfully complete a background investigation and physical examination, including drug screen prior to employment. This position is subject to drug & alcohol testing requirements as identified in the Authority's Drug & Alcohol Testing Policy.

Physical Requirements: Must maintain the physical condition necessary to: 1) perform tasks in an office and mechanic shop setting and operate standard office machinery, 2) safely drive a variety of vehicles, 3) frequently stand, walk, stoop and bend; grasp, lift, hold and manipulate items up to 50 pounds.



JOB DESCRIPTION

POSITION: **ADMINISTRATIVE SPECIALIST**

LOCATION: Bishop

SALARY: Administrative Specialist I - \$18.27 to \$21.81 per hour
Administrative Specialist II - \$20.19 to \$24.11 per hour
Administrative Specialist III - \$22.12 to \$26.41 per hour

DEFINITION: Under the supervision of the Administration Manager, perform a wide variety of accounting, statistical, and administrative support activities of a highly responsible nature; and serve as the direct contact for financial and accounting matters for the Authority to the Auditor-Controller’s office. The Administrative Specialist position oversees and participates in the day-to-day administrative and financial operations of ESTA. The specific duties performed may vary based upon the assigned focus of the position (Human Resources, IT, Payroll, Fiscal, etc.) and employees may be cross-trained to provide backup support to other Administrative Specialists.

DISTINGUISHING CHARACTERISTICS:

Administrative Specialist I – This is the entry level and first working level. Incumbent initially works under closer supervision while performing duties.

Administrative Specialist II – This is the journey level of the series. Incumbents working at this level receive more limited supervision within a broad framework of policies and procedures and may be assigned more complex tasks and work at a more independent level performing duties for which guidelines have been established. Incumbent may provide supervision and training to junior administrative staff.

Administrative Specialist III – This is the advanced level of the series. Incumbents exercise independent judgement and are highly skilled and qualified to perform the more responsible and complex administrative, accounting, human resources, grant administration, and board administration activities within the Authority organization. Positions in this classification must also possess in-depth knowledge and expertise and serve as the primary resource in one or more significant and specialized administrative programs. Positions allocated to this job class may provide lead supervision to assigned staff and/or train other staff members in specialized administrative duties.

ESSENTIAL FUNCTIONS may include, but are not limited to the following:

Human Resources, Payroll

- Human Resources activities including: maintain job descriptions; recruitment, monitor employee benefit programs and educate employee of benefits; assist with benefit claims processing or resolution; maintain HR records and employee files
- Research and follow New Labor laws (including but not limited to PEPRA, Affordable Care Act)
- May serve as the Authority's Designated Employer Representative (DER) for the Authority's Drug & Alcohol Testing policy, performing all of the functions required of this position according to the regulations of the Department of Transportation
- Assist with the management and administration of payroll processes for the Authority
- Prepare and submit payroll deductions and payroll reports including State Controller Government Compensation Reports and Affordable Care Act Filings
- Assists with health enrollment, retirement enrollment and reporting of the same
- Coordinates employee recruitment activities including but not limited to development of recruitment advertising, processing and preliminary review of employee applications, candidate interviews and background reviews, and new-hire processing.

Accounting, Grants, Procurement

- Review and submit monthly bank account reconciliations to the Auditor-Controller
- Receives monies; prepare and disseminate receipts & bank deposits
- Prepare, process and monitor the status of accounts payable
- Issue accounts receivable invoicing, process pass orders and monitor the status of payments
- Grant management activities including: preparation of grant applications; grant oversight, monitoring and reporting; compiling and submitting grant reimbursement requests.
- Procurement related activities including: writing requests for proposals and conducting proposal evaluation; developing contract agreements; develop methods for contract performance evaluation, monitor contracts for compliance and performance, and recommend appropriate corrective action if needed

Information Technology

- IT Technical Support including: backup telephone system management; may configure & install new computers, assist with file server management, perform backup & restore activities; liaison with software providers and outside contracted IT resources to resolve technical problems, internet issues, routing issues, and assist with upgrades. Provide general technical support to office staff. Create queries and reports, perform data analysis.
- Assist with the update and administration of the Authority's website

Board Clerk

- May assist or serve as the Clerk of the Board of Directors with duties including but not limited to; review and assemble information and documents for the ESTA Board of Director's agenda, and publish same; attend Board meetings, take and transcribe

minutes of proceedings for permanent record; call roll; read correspondence into the record; mark exhibits; and administer the oath to witnesses when necessary; index and transcribe minutes and resolutions to official records

- Record orders and prepare legal notices for publication; checks resolutions, petitions, bids and other documents; record, prepare and maintain records including resolutions, minute orders, notices and other actions as needed, maintain and update Board files,
- Respond to inquiries by the public and other public and private agencies. Distribute information related to Board actions and completed business to the public and other public and private agencies
- Read, interpret and comply with laws and regulations requiring proper publication and notification for requisite agenda items and actions

Other Tasks

- Assist in the preparation and design of marketing strategies and public relations efforts, develop information materials, advertisements, brochures and other materials
- Monitor, order, and maintain office supplies and purchase miscellaneous supplies needed by operational department and offices.
- Assist with management of manual and automated document filing systems
- Prepare routine documents, performing data entry and word processing
- Pickup, deliver, sort and distribute a variety of correspondence, records, and information to appropriate personnel.
- As needed, answer phone calls for demand-response trip requests, enter the trip requests into the dispatching software, and assign trips to drivers in the field.
- Provided excellent customer service both to customers and co-workers
- Other duties as assigned by the Administration Manager or Executive Director.

Knowledge of: Operations and functions of public government; public and community relations; standard office procedures, methods and equipment; recordkeeping and filing principles; basic mathematical concepts; general practices of financial record keeping, accounting and budgeting practices; human resources processes and practices, information technology and personal computers and commonly used software for word processing, spreadsheets and internet access; English usage, grammar, punctuation and spelling.

Ability to: Maintain various records and files, including confidential materials; conduct research and compile and analyze data; read, interpret and apply applicable laws, rules and regulations; communicate effectively orally and in writing; establish and maintain effective work relationships with peers and other public and private agencies; operate a personal computer and utilize related software; effectively learn, interpret and apply ESTA policies, rules and regulations; maintain composure in stressful situations and resolve complaints in a satisfactory manner; continually multi-task and prioritize work; handle matters of a confidential nature; operate standard office equipment; maintain accurate records; stay informed of changing governmental regulations.

Experience/Education/Training:

Any equivalent combination of experience and education that would likely provide the required skills, knowledge and abilities that would normally be obtained by:

- Four years of previous responsible administrative experience, preferably in transit administration, or a related field.
- Bachelor's degree from an accredited college with major in public or business administration or a directly related field preferred.

Licensure and Certifications: Must possess or obtain and maintain a valid Class A, B, or C California Driver's License.

Special Requirements: Must successfully complete a background investigation and physical examination, including drug screen prior to employment. This position is subject to drug & alcohol testing requirements as identified in the Authority's Drug & Alcohol Testing Policy.

Physical Requirements: Must maintain the physical condition necessary to: 1) perform tasks in an office setting and operate standard office machinery, 2) safely drive a variety of staff vehicles, 3) frequently stand, walk, stoop and bend; grasp, lift, hold and manipulate under 20 lb items.

ATTACHMENT 2

Salary Schedule

(Hourly Rates of Pay)

Step →	A	B	C	D	E	F	G
Administration Manager	\$32.69	\$33.67	\$34.68	\$35.72	\$36.80	\$37.90	\$39.04
Transportation Operations Supervisor	\$26.44	\$27.24	\$28.05	\$28.89	\$29.76	\$30.65	\$31.57
Administrative Specialist III	\$22.12	\$22.78	\$23.46	\$24.17	\$24.89	\$25.64	\$26.41
Administrative Specialist II	\$20.19	\$20.80	\$21.42	\$22.06	\$22.73	\$23.41	\$24.11
Administrative Specialist I	\$18.27	\$18.82	\$19.38	\$19.96	\$20.56	\$21.18	\$21.81

RESOLUTION 2018 - 04

A RESOLUTION OF THE BOARD OF DIRECTORS, EASTERN SIERRA TRANSIT AUTHORITY (ESTA), ADOPTING AND APPROVING A MEMORANDUM OF UNDERSTANDING BETWEEN ESTA AND EASTERN SIERRA TRANSIT AUTHORITY MANAGEMENT & CONFIDENTIAL EMPLOYEES ASSOCIATION (MCEA), REPRESENTATIVE OF THE ESTA MANAGEMENT AND CONFIDENTIAL EMPLOYEES BARGAINING UNIT

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, Authority representatives and MCEA, who is the representative of the ESTA employees bargaining unit including management and confidential employees, met, conferred, and reached mutually-acceptable terms for a proposed Memorandum of Understanding (“MOU”), 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 MOU between the Eastern Sierra Transit Authority and MCEA, representative of ESTA management and confidential employees, a copy of which is attached hereto as an exhibit – effective for the period of the first full pay period following ratification by all parties through March 31, 2021 – is hereby ratified, adopted, and approved, and the terms and conditions of employment set forth in the MOU are hereby prescribed for the employees whose classifications are included in the bargaining unit. The Chair of the Board of Directors shall execute said MOU on behalf of the Authority.

PASSED AND ADOPTED this 28th day of March 2018, by the following vote of the Eastern Sierra Transit Authority Board of Directors:

AYES:
NOES:
ABSTAIN:
ABSENT:

Kirk Stapp, Chairperson
Eastern Sierra Transit Authority Board of Directors

Attest: Karie Bentley
Secretary of the Board

By: _____
Karie Bentley

Eastern Sierra Transit Authority Public Pay Schedule

Hourly Rates for MCE Bargaining Group - Revision Date 3/28/2018 - Base time, 40 hours per week

Step →	A	B	C	D	E	F	G
Administration Manager	\$32.69	\$33.67	\$34.68	\$35.72	\$36.80	\$37.90	\$39.04
Transportation Operations Supervisor	\$26.44	\$27.24	\$28.05	\$28.89	\$29.76	\$30.65	\$31.57
Administrative Specialist III	\$22.12	\$22.78	\$23.46	\$24.17	\$24.89	\$25.64	\$26.41
Administrative Specialist II	\$20.19	\$20.80	\$21.42	\$22.06	\$22.73	\$23.41	\$24.11
Administrative Specialist I	\$18.27	\$18.82	\$19.38	\$19.96	\$20.56	\$21.18	\$21.81

Approved by:
Eastern Sierra Transit Authority Board of Directors

Date