

ESTA BOARD AGENDA

Special Meeting

Thursday, March 5, 2026 at 9:00am

IN-PERSON MEETING: Town of Mammoth Lakes Council Chambers
437 Old Mammoth Rd., Ste. Z
Mammoth Lakes, CA

REMOTE LOCATION: City of Bishop Council Chambers
301 West Line St, Bishop, California

Chairperson: Chris Bubser

Vice-Chairperson: Dennis Freundt

Board Members:

Chris Bubser (Mammoth Lakes)
Karen Schwartz (Bishop)
Dennis Freundt (Bishop)
Trina Orrill (Inyo County)

Jeff Griffiths (Inyo County)
Lynda Salcido (Mono County)
Bill Sauser (Mammoth Lakes)
Paul McFarland (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 Wednesday, March 4. Email public comment: To submit an emailed public comment to the Board please email pmoores@estransit.com by 4pm Wednesday, March 4, 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.

Join the ZOOM meeting on your computer or mobile device by using this link:

<https://us02web.zoom.us/j/89396516543?pwd=slRYZC2p6Z3mbRChGUuahQM5vw34vu.1>

Meeting ID: 89396516543

Passcode: 010998

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.

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 Meeting Minutes of December 11, 2025
 - Meeting minutes from the last meeting of the ESTA Board of Directors
- A-2 Grant Application Resolution
 - Complete resolution required with grants

B. Information Agenda (Receive and File Only)

- B-1 Fiscal Audit FY24-25
 - Report on the results of the annual fiscal audit
- B-2 Executive Director Report
 - Report on activities and performance including ridership, staffing, maintenance, and marketing.
- B-3 Financial Report
 - Report on the FY25/26 budget
- B-4 Strategic Business Plan
 - Report on ESTA performance on key indicators
- B-5 Executive Director Recruitment
 - Discuss recruitment for replacing ESTA's Executive Director

C. Action Agenda

- C-1 Holiday Schedule
 - Consider adding service to holidays
- C-2 Airport Service
 - Board will consider approval of airport service

D. Closed Session The Board will meet with staff in closed session without the public present.

1. Public Comment on Closed Session Items
2. Public Employee Performance Evaluation, Pursuant to Government Code section 5495 – Title: Executive Director.

3. DISCUSSION/POSSIBLE ACTION. Conference with Labor Negotiators, Pursuant to Government Code Section 54957.6 – Authority designated representatives; Phil Moores, Dawn Vidal, and Christian Milovich. Bargaining Groups: Esta Employee Associations
4. Report on Closed Session as required by law.

E. Action Agenda and Reporting from Closed Session

- E-1 Executive Director Contract
 - Review and approve changes to the Executive Director’s contract
- E-2 ESTA Employee Association Memorandum of Understanding (MOU)
 - Review and approve changes to the employee MOU
- E-3 ESTA Management Confidential Association MOU
 - Review and approve changes to the employee association

F. Board Member Comments

- F-1 Board members comment on ESTA and home jurisdictions

G. Adjournment

The next meeting of ESTA’s board will be April 2026. Check the ESTA website for details on attending the meeting.

Eastern Sierra Transit Authority
Minutes of December 11, 2025 Meeting

Motion passes 7-0 with Boardmembers Schwartz absent.

Motion by Boardmember Griffiths and seconded by Chairperson Orrill to accept the nominations of:

Chairperson Christine Bubser

Vice Chairperson Dennis Freundt

Motion passes 7-0 with Boardmembers Schwartz absent.

Closed Session:

Reconvened at 12:43pm December 11, 2025 after closed session with nothing to report.

Adjournment

The meeting was adjourned at 12:43pm to the next meeting scheduled to be held February 18, 2026 at 11:00 am at Town of Mammoth Lakes Council Chambers, 437 Old Mammoth Rd Suite Z, Mammoth Lakes CA with a remote location to be held at City of Bishop Council Chambers, 301 W Line St, Bishop, CA 93514

Recorded & prepared by:

Karina Morales
Board Clerk
Eastern Sierra Transit Authority

Minutes approved:

STAFF REPORT

Subject: Resolution Authorizing Executive Director or their designee, for the Eastern Sierra Transit Authority, to File and Execute Applications Pursuant to Section 5304, 5310, 5311, 5311(f), and 5339 of the Federal Transit Act

Initiated by: Dawn Vidal, Administration Manager

BACKGROUND:

Applicants seeking rural grant funds under FTA Sections 5304, 5310, 5311, 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, 5311(f) 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 intend 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 FY26-27 budget.

RECOMMENDATION

Approve Resolution 2026-01 authorizing the Executive Director, or their designee, to file and execute applications and support 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 5304, 5310, 5311, 5311(f), and 5339 of the Federal Transit Act.

AUTHORIZING RESOLUTION
RESOLUTION NO. 2026-01

A RESOLUTION OF THE EASTERN SIERRA TRANSIT AUTHORITY BOARD OF DIRECTORS, STATE OF CALIFORNIA, AUTHORIZING THE EXECUTIVE DIRECTOR, OR THEIR DESIGNEE, TO SUBMIT GRANT APPLICATIONS UNDER FTA SECTION 5304, 5310, 5311, 5311(f) AND 5339 5311, 5311(f) and 5339) WITH CALIFORNIA DEPARTMENT OF TRANSPORTATION, AND TO AUTHORIZE THE EXECUTIVE DIRECTOR, OR THEIR DESIGNEE, 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, Or their designee, 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, or their designee, 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, or their designee, is authorized to provide additional information as the Department may require in connection with the application for Sections 5304, 5310, 5311, 5311(f), and Section 5339 projects.

That the Executive Director, or their designee, 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 February 18,2026 by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

Name:

Title: **Chairperson**

Signature: _____

Date: _____

ATTEST:

By

Karina Morales, Board Clerk

ESTA STAFF REPORT

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

Staffing

David Corkett, a trainer in Mammoth Lakes was voted by his peers as Employee of the Quarter. David has trained many drivers for ESTA and earned their respect with hard work during storms. He can be counted on when times are tough, and that's exactly the kind of employee ESTA needs. THANK YOU DAVID!

Hiring has slowed a little this season. We have a recruitment for Assistant Transportation Supervisor in Mammoth Lakes. The recruitment for a new Executive Director is also underway.

Reds Meadow

It looks like another limited summer for the Reds Meadow Shuttle. The most recent schedule duplicates last year with partial Thursday and full Friday-Saturday-Sunday service. This schedule reduces our revenue potential by several hundred thousand dollars.

Technology

We have technological goals set for future projects. Our current database is Microsoft Access and is in dire need of replacement. Carmichael Business is migrating the ESTA data to a MySQL database. MySQL (My Structured Query Language) is a relational database which organizes data into one or more data tables in which data may be related to each other; these relations help structure the data. SQL is a language that programmers use to create, modify and extract data from the relational database, as well as control user access. This change will stabilize our data and improve data usage for many years.

The Mammoth digital information signage is installing and promises to improve ridership and ease of system use. Watch these signs on Main Street in Mammoth Lakes.

A contactless payment system is planned for installation on all buses later this year. This style of payment will allow riders to use phones and prepaid cards on the buses. It involves special hardware and software solutions.

Marketing

The Bishop Airport bus stop is completed and looks fantastic. Revenue generating ads are already planned for the shelter.

Ridership

There were no significant service cancellations affecting ridership. The tables below show the ridership by month and year. The chart at the bottom shows the 2019 dark blue line which has served as our ridership goal for the last few years. With Reds Meadow Road still under

March 5, 2026

Item B-2

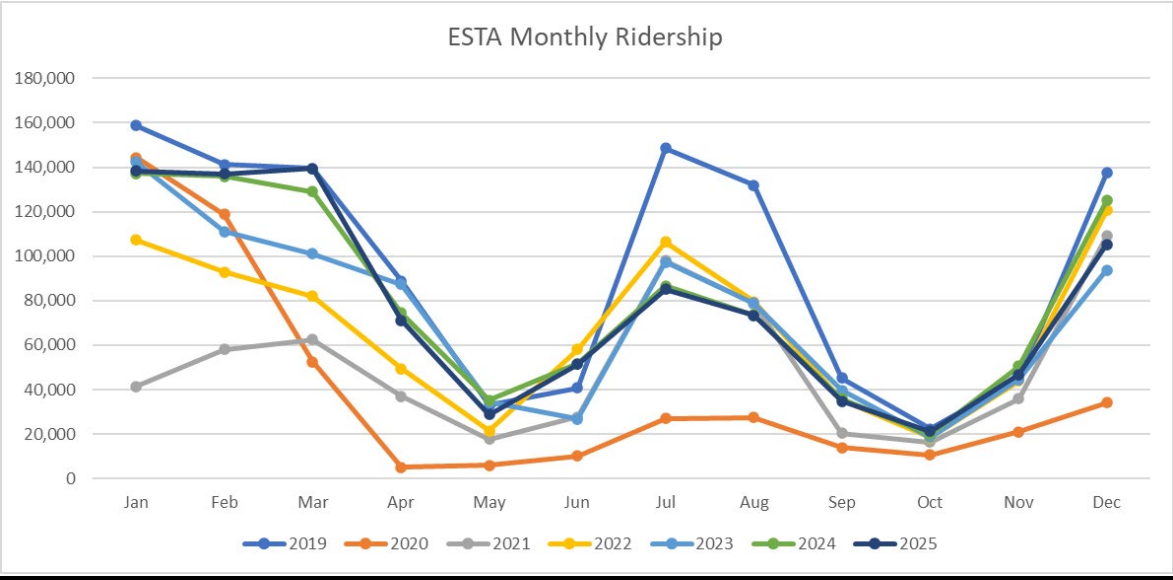
construction, ridership is strongly affected. Once the Reds Meadow Rd is fully open, a steep spike in ridership is expected.

October Ridership Report								
Route	2019	2020	2021	2022	2023	2024	2025	Change Current vs. Last year
Benton	54	6	5	14	11	9	5.00	-4
Bishop DART	3,792	2,439	2,762	3,590	3,646	3,904	3,942.00	38
Bridgeport-Carson	19	10	6	20	12	25	28.00	3
Lancaster	476	215	350	395	674	690	649.00	-41
Lone Pine-Bishop	289	158	228	291	328	391	382.00	-9
Lone Pine DART	473	312	396	501	465	581	674.00	93
Mammoth Fixed	15,620	6,795	11,569	12,191	12,125	12,340	11,095.00	-1,245
Mammoth DART	266	124	150	196	217	286	603.00	317
Mammoth Express	369	190	180	226	410	460	468.00	8
Night Rider	322	134	275	332	322	287	288.00	1
Reds Meadow	1,836	0	0	0	0	0	2,224.00	2,224
Reno	591	289	513	637	775	967	908.00	-59
Walker DART	27	12	5	16	17	66	70.00	4
Total	24,134	10,684	16,439	18,409	19,002	20,006	21,336	1,330

November Ridership Report								
Route	2019	2020	2021	2022	2023	2024	2025	Change Current vs. Last year
Benton	44.00	6.00	2.00	4.00	4	8.00	10.00	2
Bishop DART	3,051.00	2,279.00	2,736.00	3,006.00	3,552	3,451.00	3,612.00	161
Bridgeport-Carson	10.00	12.00	4.00	30.00	4	23.00	27.00	4
Lancaster	367.00	183.00	324.00	306.00	565	468.00	567.00	99
Lone Pine-Bishop	231.00	162.00	172.00	227.00	274	266.00	374.00	108
Lone Pine DART	311.00	336.00	332.00	416.00	366	364.00	496.00	132
Mammoth Fixed	14,112.00	8,974.00	12,028.00	14,202.00	8,945	11,724.00	12,307.00	583
Mammoth DART	107.00	110.00	100.00	166.00	190	304.00	544.00	240
Mountain Resort	25,370.00	8,541.00	19,292.00	24,347.00	29,208	32,219.00	27,198.00	-5,021
Mammoth Express	377.00	175.00	197.00	288.00	493	429.00	514.00	85
Night Rider	357.00	59.00	275.00	253.00	323	253.00	279.00	26
Reno	436.00	275.00	406.00	580.00	670	946.00	819.00	-127
Walker DART	25.00	10.00	0.00	10.00	14	83.00	73.00	-10
Total	44,798	21,122	35,868	43,835	44,608	50,538	46,820	-3,718

December Ridership Report								
Route	2019	2020	2021	2022	2023	2024	2025	Change Current vs. Last year
Benton	33	4	2	14	11	7.00	5.00	-2
Bishop DART	3,816	2,284	2,936	3,354	3,832	3,399.00	3,859.00	460
Bridgeport-Carson	24	5	12	28	5	16.00	35.00	19
Lancaster	419	139	323	320	363	509.00	761.00	252
Lone Pine-Bishop	222	151	139	241	279	330.00	349.00	19
Lone Pine DART	417	415	390	381	413	489.00	736.00	247
Mammoth Fixed	24,999	4,565	15,366	20,326	18,977	24,313.00	23,735.00	-578
Mammoth DART	183	88	148	233	281	338.00	541.00	203
Mountain Resort	105,606	26,001	88,698	92,360	67,993	91,944.00	72,416.00	-19,528
Mammoth Express	630	178	369	502	469	666.00	804.00	138
Night Rider	404	78	192	308	324	293.00	203.00	-90
Other	1,806	0	1,597	1,890	1,983	1,606.00	832.00	-774
Reno	625	308	434	570	784	956.00	1,013.00	57
Walker DART	26	13	0	9	13	72.00	72.00	0
Total	139,210	34,229	110,606	120,536	95,727	124,938	105,361	-19,577

Historical Annual Ridership Data							
Year	2019	2020	2021	2022	2023	2024	2025
Jan	158,754	144,341	41,512	107,382	142,382	137,144	138,412
Feb	141,240	118,822	58,171	92,870	111,066	135,978	136,960
Mar	139,505	52,582	62,457	82,051	100,995	128,995	139,458
Apr	88,883	5,086	37,046	49,395	87,321	74,479	71,091
May	32,963	5,970	17,744	21,511	34,378	35,293	28,876
Jun	40,859	10,175	27,664	58,080	26,893	51,591	51,495
Jul	148,430	27,061	98,102	106,363	97,231	86,605	85,026
Aug	131,970	27,404	78,722	79,686	78,931	73,509	73,360
Sep	45,200	13,952	20,362	35,385	39,788	35,921	34,797
Oct	22,493	10,684	16,439	18,409	18,715	20,006	21,336
Nov	44,798	21,122	35,868	43,835	44,608	50,538	46,820
Dec	137,404	34,229	109,009	120,536	93,774	124,938	105,361
Total	1,132,499	471,428	603,096	815,503	876,082	954,997	932,992



STAFF REPORT

Subject: Financial Report – FY 2025/26
Initiated by: Dawn Vidal, Administration Manager

The year-to-date roll-up and year end forecast for the 2025/26 fiscal year are included on the following pages. Reports are as of February 2, 2026 which is 59% of the fiscal year.

Fuel is budgeted at \$5.40 per gallon and average price per gallon was \$4.01 in December, 30% below budget. Fuel and maintenance expenses do not include Town of Mammoth Lakes invoice for January 2026.

Most of our revenue is collected through a reimbursement process, it is typical the year-to-date expenses are greater than revenue early in the fiscal year.

Expenses are coming in as expected. We continue to keep an eye on overtime. Travel expense is over- we had the opportunity to send an additional supervisor to train in Texas to become a certified trainer-a much-needed opportunity. We anticipate some additional travel expenses for training in the months to come.

Financial information as of:

2/2/2026

% of Fiscal Year:

59%

153299 - EASTERN SIERRA TRANSIT - ROLL UP

OPERATING

Revenue		FY 25/26 Budget	YTD Actual	Balance	% of Budget	Year End Forecast	YE Forecast Variance	Comments
4061	LOCAL TRANSPORTATION TAX	2,241,685	759,369	1,482,316	34%	2,241,685	-	
4065	STATE TRANSIT ASST	519,577	69,594	449,983	13%	519,577	-	
4301	INTEREST FROM TREASURY	85,000	50,157	34,843	59%	85,000	-	
4498	STATE GRANTS	-	-	-	0%	-	-	
4499	STATE OTHER	90,110	22,002	68,108	24%	90,110	-	
4555	FEDERAL GRANTS	821,434	3,977	817,457	0%	821,434	-	ESTA invoices after FY ending
4599	OTHER AGENCIES	1,189,665	664,482	525,183	56%	1,189,665	-	
4747	INSURANCE PAYMENTS	-	-	-	-	-	-	
4819	SERVICES & FEES	2,375,875	1,227,941	1,147,934	52%	2,375,875	-	
4959	MISCELLANEOUS REVENUE	89,000	3,570	85,430	4%	89,000	-	
4999	PRIOR YEARS REIMBURSEMENTS	-	-	0	-	-	-	
Revenue Total:		7,412,346	2,801,092	4,611,254	38%	7,412,346		

Operating Expenditure:		FY 25/26 Budget	YTD Actual	Balance	% of Budget	Year End Forecast	YE Forecast Variance	Comments
5001	SALARIED EMPLOYEES	2,463,232	1,126,226	1,337,006	46%	2,463,232	-	
5003	OVERTIME	173,184	146,674	26,510	85%	173,184	-	
5005	HOLIDAY OVERTIME	194,134	151,777	42,357	78%	194,134	-	
5012	PART TIME EMPLOYEES	664,856	500,339	164,517	75%	664,856	-	
	Wages subtotal	3,495,406	1,925,015	1,570,391	55%	3,495,406		
5021	RETIREMENT & SOCIAL SECURITY	85,815	38,716	47,099	45%	85,815	-	
5022	PERS RETIREMENT	246,040	181,076	64,964	74%	246,040	-	
5025	RETIREE HEALTH BENEFITS	-	-	-	0%	-	-	
5031	MEDICAL INSURANCE	360,030	171,016	189,014	48%	360,030	-	
5043	OTHER BENEFITS	57,661	24,581	33,080	43%	57,661	-	
5045	COMPENSATED ABSENCE EXPENSE	218,000	147,087	70,913	67%	218,000	-	
5046	OPEB EXPENSE	40,000	40,000	-	100%	40,000	-	Paid in Advance
5047	EMPLOYEE INCENTIVES	13,000	8,767	4,233	67%	13,000	-	
5111	CLOTHING	8,000	4,928	3,072	62%	8,000	-	
5152	WORKERS COMPENSATION	105,458	104,758	700	99%	104,758	700	Paid in Advance
5154	UNEMPLOYMENT INSURANCE	13,750	126	13,624	1%	13,750	-	
5158	INSURANCE PREMIUM	245,942	244,768	1,174	100%	244,768	1,174	Paid in Advance
5171	MAINTENANCE OF EQUIPMENT	861,190	535,939	325,251	62%	861,190	-	
5173	MAINTENANCE OF EQUIPMENT-MA	-	-	-	0%	-	-	
5191	MAINTENANCE OF STRUCTURES	-	-	-	0%	-	-	

Operating Expenditure:		FY 25/26 Budget	YTD Actual	Balance	% of Budget	Year End Forecast	YE Forecast Variance	Comments
5211	MEMBERSHIPS	1,775	1,353	422	76%	1,775	-	
5232	OFFICE & OTHER EQUIP < \$5,000	11,450	3,953	7,497	35%	11,450	-	
5238	OFFICE SUPPLIES	7,113	2,682	4,431	38%	7,113	-	
5253	ACCOUNTING & AUDITING SERVICE	70,850	57,050	13,800	81%	70,850	-	
5260	HEALTH - EMPLOYEE PHYSICALS	7,500	6,001	1,499	80%	7,500	-	
5263	ADVERTISING	61,953	18,425	43,528	30%	61,953	-	
5265	PROFESSIONAL & SPECIAL SERVICE	222,161	193,277	28,884	87%	222,161	-	Staynor
5291	OFFICE, SPACE & SITE RENTAL	218,010	106,923	111,087	49%	218,010	-	
5311	GENERAL OPERATING EXPENSE	109,557	82,084	27,473	75%	109,557	-	
5326	LATE FEES & FINANCE CHARGES	125	25	100	20%	125	-	
5331	TRAVEL EXPENSE	5,693	11,709	(6,016)	206%	11,709	(6,016)	TCI Training, Cal Act
5332	MILEAGE REIMBURSEMENT	15,000	7,177	7,823	48%	15,000	-	
5351	UTILITIES	122,840	40,772	82,068	33%	122,840	-	
5352	FUEL & OIL	719,259	345,741	373,518	48%	719,259	-	
5539	OTHER AGENCY CONTRIBUTIONS	44,118	-	44,118	0%	44,118	-	
5901	CONTINGENCIES	73,000	-	73,000	0%	73,000	-	
	Expenditure Total:	7,440,696	4,303,951	3,136,745		7,440,696	-	

TRANSFERS Expenditure		FY 25/26 Budget	YTD Actual	Balance	% of Budget	Year End Forecast	YE Forecast Variance	Comments
5798	CAPITAL REPLACEMENT	11,638	-	77,675	-	11,638	-	
5801	OPERATING TRANSFERS OUT	-	-	-	-	-	-	
	Expenditure Total:	11,638	-	77,675	-	11,638	-	

NET TRANSFERS

Projected Revenue less Projected Expenses: (28,350)
 -
 Less Capital Replacement Transfers: 11,638
 Less Capital Structures & Improvements: 50,000
 Operating Balance: (89,988)

**CAPITAL ACCOUNT
Revenue**

		FY 25/26 Budget	YTD Actual	Balance	% of Budget	Year End Forecast	YE Forecast Variance	Comments
4911	Sales of Fixed Assets	-	16,500	(16,500)	0%	-	-	
4067	STATE TRANSIT ASST-CAPITAL	10,550	-	(10,550)	0%	10,550	-	
4495	STATE GRANTS - CAPITAL	136,035	132,121	-	97%	136,035	-	
4557	FEDERAL GRANTS - CAPITAL	698,044	-	(698,044)	0%	698,044	-	
4911	SALE OF FIXED ASSETS						-	

Capital Expenditures

5640	STRUCTURES & IMPROVEMENTS	50,000	66,543	9,769	133%	50,000	-	Inyo County Bus Stops
5650	EQUIPMENT	-	5,386	(5,386)	#DIV/0!	-	-	
5655	VEHICLES	660,000	1,051,499	456,501	159%	660,000	-	8 Transit Vans
	Expenditure Total:	710,000	1,123,429	460,884	158%	710,000	-	

Breakdown of 4819 Service & Fees Revenue

MMSA Fees	358,247
Red's Revenue	488,383
Reno	141,287
Lancaster	69,454
Charter	31,266
All Others	139,304
Total 4819	1,227,941

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

Ledger: GL

As of 2/2/2026

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	2,241,685.00	759,369.02	0.00	1,482,315.98	33.87
4065	STATE TRANSIT ASST	519,577.00	69,594.00	0.00	449,983.00	13.39
4301	INTEREST FROM TREASURY	85,000.00	93,144.56	0.00	(8,144.56)	109.58
4499	STATE OTHER	90,110.00	22,002.00	0.00	68,108.00	24.41
4555	FEDERAL GRANTS	821,434.00	3,977.02	0.00	817,456.98	0.48
4599	OTHER AGENCIES	1,189,665.00	664,481.59	0.00	525,183.41	55.85
4819	SERVICES & FEES	2,375,875.00	1,227,941.04	0.00	1,147,933.96	51.68
4959	MISCELLANEOUS REVENUE	89,000.00	3,570.02	0.00	85,429.98	4.01
	Revenue Total:	7,412,346.00	2,844,079.25	0.00	4,568,266.75	38.36
Expenditure						
5001	SALARIED EMPLOYEES	2,463,232.00	1,126,226.06	0.00	1,337,005.94	45.72
5003	OVERTIME	173,184.00	146,673.52	0.00	26,510.48	84.69
5005	HOLIDAY OVERTIME	194,134.00	151,776.80	0.00	42,357.20	78.18
5012	PART TIME EMPLOYEES	664,856.00	500,338.55	0.00	164,517.45	75.25
5021	RETIREMENT & SOCIAL SECURITY	85,815.00	38,716.10	0.00	47,098.90	45.11
5022	PERS RETIREMENT	246,040.00	181,076.40	0.00	64,963.60	73.59
5031	MEDICAL INSURANCE	360,030.00	171,016.39	0.00	189,013.61	47.50
5043	OTHER BENEFITS	57,661.00	24,581.07	0.00	33,079.93	42.63
5045	COMPENSATED ABSENCE EXPENSE	218,000.00	147,086.86	0.00	70,913.14	67.47
5046	OPEB EXPENSE	40,000.00	40,000.00	0.00	0.00	100.00
5047	EMPLOYEE INCENTIVES	13,000.00	8,767.32	0.00	4,232.68	67.44
5111	CLOTHING	8,000.00	4,928.38	0.00	3,071.62	61.60
5152	WORKERS COMPENSATION	105,458.00	104,758.00	0.00	700.00	99.33
5154	UNEMPLOYMENT INSURANCE	13,750.00	126.00	0.00	13,624.00	0.91
5158	INSURANCE PREMIUM	245,942.00	244,768.00	0.00	1,174.00	99.52
5171	MAINTENANCE OF EQUIPMENT	861,190.00	535,939.00	0.00	325,251.00	62.23
5211	MEMBERSHIPS	1,775.00	1,353.00	0.00	422.00	76.22
5232	OFFICE & OTHER EQUIP < \$5,000	11,450.00	3,953.33	0.00	7,496.67	34.52
5238	OFFICE SUPPLIES	7,113.00	2,681.97	0.00	4,431.03	37.70
5253	ACCOUNTING & AUDITING SERVICE	70,850.00	57,050.00	0.00	13,800.00	80.52
5260	HEALTH - EMPLOYEE PHYSICALS	7,500.00	6,001.20	0.00	1,498.80	80.01
5263	ADVERTISING	61,953.00	18,424.86	0.00	43,528.14	29.74
5265	PROFESSIONAL & SPECIAL SERVICE	222,161.00	193,276.89	0.00	28,884.11	87.00
5291	OFFICE, SPACE & SITE RENTAL	218,010.00	106,923.39	0.00	111,086.61	49.04
5311	GENERAL OPERATING EXPENSE	109,557.00	82,083.64	0.00	27,473.36	74.92
5326	LATE FEES & FINANCE CHARGES	125.00	24.74	0.00	100.26	19.79
5331	TRAVEL EXPENSE	5,693.00	11,709.49	0.00	(6,016.49)	205.68
5332	MILEAGE REIMBURSEMENT	15,000.00	7,176.75	0.00	7,823.25	47.84

User: DVIDAL - Dawn Vidal

Page

Date: 02/02/2026

Report: GL8006: Fin Stmt Budget to Actual with Encumbrance

20

Time: 14:36:10

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

Ledger: GL

As of 2/2/2026

Object	Description	Budget	Actual	Encumbrance	Balance	%
5351	UTILITIES	122,840.00	40,772.49	0.00	82,067.51	33.19
5352	FUEL & OIL	719,259.00	345,741.06	0.00	373,517.94	48.06
5539	OTHER AGENCY CONTRIBUTIONS	44,118.00	0.00	0.00	44,118.00	0.00
5901	CONTINGENCIES	73,000.00	0.00	0.00	73,000.00	0.00
Expenditure Total:		<u>7,440,696.00</u>	<u>4,303,951.26</u>	<u>0.00</u>	<u>3,136,744.74</u>	<u>57.84</u>
NET OPERATING		<u>(28,350.00)</u>	<u>(1,459,872.01)</u>	<u>0.00</u>	<u>1,431,522.01</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						
4067	STATE TRANSIT ASST-CAPITAL	10,550.00	0.00	0.00	10,550.00	0.00
4495	STATE GRANTS - CAPITAL	136,035.00	132,121.00	0.00	3,914.00	97.12
4557	FEDERAL GRANTS - CAPITAL	698,044.00	0.00	0.00	698,044.00	0.00
4911	SALES OF FIXED ASSETS	0.00	16,500.00	0.00	(16,500.00)	0.00
Revenue Total:		<u>844,629.00</u>	<u>148,621.00</u>	<u>0.00</u>	<u>696,008.00</u>	<u>17.59</u>
Expenditure						
5630	LAND IMPROVEMENTS	15,000.00	0.00	0.00	15,000.00	0.00
5640	STRUCTURES & IMPROVEMENTS	35,000.00	66,542.89	0.00	(31,542.89)	190.12
5650	EQUIPMENT	0.00	5,386.42	0.00	(5,386.42)	0.00
5655	VEHICLES	1,508,000.00	1,051,499.42	0.00	456,500.58	69.72
Expenditure Total:		<u>1,558,000.00</u>	<u>1,123,428.73</u>	<u>0.00</u>	<u>434,571.27</u>	<u>72.10</u>
NET CAPITAL ACCOUNT		<u>(713,371.00)</u>	<u>(974,807.73)</u>	<u>0.00</u>	<u>261,436.73</u>	
TRANSFERS						
Revenue						
Expenditure						
5798	CAPITAL REPLACEMENT	11,638.00	0.00	0.00	11,638.00	0.00
Expenditure Total:		<u>11,638.00</u>	<u>0.00</u>	<u>0.00</u>	<u>11,638.00</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>(753,359.00)</u>	<u>(2,434,679.74)</u>	<u>0.00</u>	<u>1,681,320.74</u>	

**COUNTY OF INYO
UNDESIGNATED FUND BALANCES**

AS OF 06/30/2026

	Claim on Cash 1000	Accounts Receivable 1100,1105,1160	Loans Receivable 1140	Prepaid Expenses 1200	Accounts Payable 2000	Loans Payable 2140	Deferred Revenue 2200	Computed Fund Balance	Encumbrances	Fund Balance Undesignated
ESTA - EASTERN SIERRA TRANSIT AUTHORI										
1532 EASTERN SIERRA TRANSIT	2,325,474	768,445	52,652		37,996			3,108,575		3,108,575
1533 ESTA ACCUMULATED	1,931,116							1,931,116		1,931,116
1534 ESTA GENERAL RESERVE	571,042							571,042		571,042
1535 ESTA BUDGET STAB	228,415							228,415		228,415
1536 REDS MEADOW ROAD	195,608							195,608		195,608
6809 SRTP TRANSPORT PLAN	63,539							63,539		63,539
6820 NON-EMERGENCY TRAN REIM	6,849					10,152		(3,303)		(3,303)
6822 LCTOP-ELECTRIC VEHICLE	315,108							315,108		315,108
6824 ESTA-LCTOP	93,582	3						93,585		93,585
6825 BISHOP ADMIN BUILDING	21					42,500		(42,479)		(42,479)
ESTA Totals	5,730,754	768,448	52,652		37,996	52,652		6,461,206		6,461,206
Grand Totals	5,730,754	768,448	52,652		37,996	52,652		6,461,206		6,461,206

ESTA STAFF REPORT

Subject: Strategic Business Plan
Presented by: Jarett Chytka, Operation Supervisor

Background

Discussion

The table below is for the 2nd Quarter, October - December 2025.

Safety is ESTAs number 1 priority.

We have been focusing on training this year to reduce the number of accidents. Here are just a few things we have completed or will complete soon, with the help of our agency sponsors.

ESTA Driver Training:

- **California Verification of transit training on 2/10** - de-escalation and distracted driving training
- **Exceeding Customer Expectations training 2/18 & 2/19**
- **Bus Roadeo Finals 2/19**
- **Ergonomics class for office and drivers on 2/24-2/26**
- **Bus Roadeo Regionals in Clovis 3/19**
- **California Special Driver Certificate General Public Paratransit Vehicle (GPPV) Training 3/2-5/1**
- **Emergency Evacuation Esta VTT training 4/15**
- **De-escalation Strategies Class for Drivers 4/29 and 4/30**

We are currently at 1.6 TY while last year we were at 2% LY. So, we are still moving in the right direction.

One time performance has improved with the new Spare program. Our on-time performance is 97.3% compared to 91% with Old Program Route Match. Also, the usage of the app has been growing to 10%.

New Service: Adding DART Service until 6:30 on Sundays has great results with over 65 additional passengers and a connection for the airport and routes.

Vehicle Replacement has drastically increased to 60%.

Maintenance: Has improved to 90% completion rate due to new Bishop fleet.

The new Mammoth fleet will offset all three of these KPIs.

Category	Standard	Reporting Cycle	Target	Current	YTD	GOAL
SAFETY	Accidents	Quarterly	1.00 per 100k miles	1.5	1.6	
	Safety Hazards	Quarterly	Address All	yes	yes	
	Injuries	Quarterly	3-lost work, 3-med only	1,1	1,2	
	Customer Perception	Annual	90%	95.2%		
SERVICE QUALITY AND EFFICIENCY	Productivity	Quarterly	FR-17, IFR-2, DAR-3, LL-.6	22,2,3.6,.7	24,2,3.7,.7	
	Service Delivery	Quarterly	99%	99%	99%	
	On Time Performance	Quarterly	DAR-90%, IFR-80%,FR-90%	Dar -97.3%		
	New Service	Annual	Research New Ideas	yes	yes	
	Comments	Quarterly	0.15 per 1,000 boardings	0.081	0.106	
REVENUE AND RESOURCES	Constrained Budget	Monthly	At or Under Budget	yes	yes	
	Audit Findings	Annual	No Findings	0	0	
	Capital Purchase	Annual	Subjective	yes	yes	
HUMAN RESOURCES	Recruiting	Biannual	Subjective	yes	yes	
	Training	Annual	Annual Hours	No	yes	
	Performance	Annual	Evaluations	Admin/Dispatcher		
	Internal Policies	Annual	Address All	ongoing		
	Succession Plan	Annual	Address All	ongoing		
FLEET AND FACILITY	Vehicle Replacement	Annual	Active Fleet-75%	60% within ULB		
	Road Calls	Quarterly	3 per 100,000 miles	5.8	5.7	
	Attractiveness	Annual	90%	yes		
	Maintenance	Quarterly	various	88%	89%	
	Optimal Fleet Size	Annual	Dispose of Excess	yes		
INNOVATION AND DESIGN	IT Program	Annual	Subjective	yes	yes	
	Bishop Building	Quarterly	Facility Completed	Temporary facility completed		
	Zero Emissions	Quarterly	Plan Completion	completed		
LEADERSHIP	Funding Partners	Annual	ED Evaluation	yes	yes	
	Stakeholders	Annual	ED Evaluation	yes	yes	
	SBP Communication	Annual	ED Evaluation	yes	yes	

Information Only

ESTA STAFF REPORT

Subject: Holiday Service
Presented by: Phil Moores, Executive Director

Background

ESTA has been receiving more requests for the Bishop office to operate on some holidays. In the past, ridership did not warrant providing service at the expense of requiring staff to work. However, holiday visitors expect transportation to be available when they arrive. Backpackers in the summer fill our buses and holiday permits are always sold out. I think it's time to expand the schedule by adding four holidays to the Bishop Schedule:

1. New Years Day
2. Memorial Day
3. Independence Day
4. Labor Day

Operation

Service on these days will include most express runs, 395 routes, and Bishop DART. Lone Pine DART and Walker DART would not operate. The new service will start with Memorial Day 2026.

Finance

The new holiday service will include 107 additional hours each, with Nite-Rider, 90 hours without. Using an average overtime wage of \$40.50/hr, the total budget impact is around \$15,800/yr.

Recommendation

The board is requested to approve additional service on New Years Day, Memorial Day, Independence Day, and Labor Day.

Eastern Sierra TRANSIT

HOLIDAY SCHEDULE 2026

NEW YEARS DAY	JANUARY 1, 2026 (Thursday)
Martin Luther King Day	JANUARY 19, 2026 (Monday)
PRESIDENT'S DAY	FEBRUARY 16, 2026 (Monday)
MEMORIAL DAY	MAY 25, 2026 (Monday)
INDEPENDENCE DAY	JULY 4, 2026 (Saturday)
LABOR DAY	SEPTEMBER 7, 2026 (Monday)
VETERAN'S DAY	NOVEMBER 11, 2026 (Wednesday)
THANKSGIVING DAY	NOVEMBER 26, 2026 (Thursday)
DAY AFTER THANKSGIVING	NOVEMBER 27, 2026 (Friday)
CHRISTMAS DAY	DECEMBER 25, 2026 (Friday)
CHRISTMAS EVE DAY OR NEW YEARS EVE DAY	Premium pay will be given for time worked on 12/31/2026, if employee worked on 12/24/2026

Holidays In Bold -- All ESTA Operations Are Closed, Except Those
Within Mammoth Lakes

ESTA STAFF REPORT

Subject: Airport Service
Presented by: Phil Moores, Executive Director

Background

ESTA was approached by Mammoth Lakes and the Mammoth Airport to provide service to airline passengers. Existing ground transportation was reported to be insufficient. There are two types of service needed, diversion and express. Diversion service will occur when a plane is diverted to Bishop. Plane passengers will need transportation from Bishop Airport to Mammoth Airport and the Town of Mammoth. The second type of service being considered is regular express service designed to meet the incoming flights. This service targets the airline passengers, but will also wait for flights to arrive when late.

The immediate need is diversion service, and this service is now in place. Mammoth Airport Manager, Pat Foster, will phone dispatch and ESTA Supervisor, Jarret Chytka, regarding any expected diversions. This service will be covered with existing resources, but this is only a temporary solution. Additional buses will be needed to meet this need in the long term.

As for new airport express service, this is still being planned. This too requires more buses.

Financial

The Town of Mammoth has generously agreed to finance the service 100% since ESTA is experiencing a financial downturn. With the new grant money available to buy the new Mammoth fleet, the Town's 2 million promised for that project is freed up. I am shopping for used buses to lease initially, with options to refurbish and purchase down the road. Leasing is \$5,500 per month each, where purchase prices range between \$400-\$500k. This price includes a full refurbishment of the seats, floor, etc.

Service would be charged at \$125/hr and paid by the Town and/or Mammoth Lakes Tourism.

Recommendation

The Board is requested to approve both the diversion and express service and authorize the executive director to negotiate and sign contracts with the Town of Mammoth Lakes for said service.

STAFF REPORT

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

Background

The current Executive Director's employment contract was initiated and approved by the Board in October of 2018 (Attachment A). The contract called for annual reviews and consideration of compensation adjustments. Pursuant to your Board's direction, attached for your consideration is a contract amendment effective the first full pay period in January 2026.

Required Board Action

If the Board intends to change my salary and/or benefits, Government Code Section 54953(c)(3) requires the following:

"Prior to taking final action, the legislative body shall orally report a summary of a recommendation for a final action on the salaries, salary schedules, or compensation paid in the form of fringe benefits of a local agency executive... during the open meeting in which the final action is to be taken..."

In other words, if the Board decides to adjust my salary and/or benefits, you are required to summarize the package deal during this open session. There is no exact way that the report is required to be made, so you may simply read out my title, salary, any other direct monetary benefits, and a brief list of non-monetary benefits like health insurance, vacation, etc. That information is set forth in the proposed revisions to "Attachment B" to my employment agreement with ESTA.

Recommendation

Approve the submitted employment contract for the Executive Director, which includes a 9.0% salary increase effective January 12, 2026.

ATTACHMENT B

**AGREEMENT BETWEEN THE EASTERN SIERRA TRANSIT AUTHORITY
AND PHIL MOORES FOR THE PROVISION OF PERSONAL SERVICES AS
THE ESTA EXECUTIVE DIRECTOR**

TERM FROM: January 12, 2026 TO: Termination

SCHEDULE OF FEES:

- Salary: \$163,032 annually.
- Retirement: Classic Calpers 2% at 55 formula, and 100% paid by ESTA.
- Health Insurance: PERS Choice (employee contribution = 17%), PERS Select (employee contribution = 13%), or monthly stipend of \$408, if no health plan is selected.
- Vision/Dental/Hearing Reimbursement: \$1,500/yr. plus \$600/yr. for qualifying dependents.
- Comprehensive Leave: Employee will accrue at the 11–15-year rate.
- Paid Holidays: 12 per year
- Life Insurance: \$50,000, paid by ESTA

- I. ESTA will make the same adjustment to the Executive Directors salary, benefits, allowances, and other forms of compensation as for other employees except as provided in the paragraph below.

- II. The ESTA Board will review the performance of the Executive Director at least annually and may at that time adjust compensation as determined to be fair and reasonable. Should any adjustment be made at this time, the date of such an adjustment will become the anniversary date for any subsequent compensation changes subject to paragraph I. above.

STAFF REPORT

Subject: ESTA Employee Association (EEA) MOU

Presented By: Phil Moores, Executive Director

Background

In December the EEA voted to approve the attached MOU. 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 9%/3%/3% respectively from year one
2. Hearing/Dental/Vision benefit increases from \$1,500 to \$2,000 annually. The rollover maximum balance allowed moves from \$3,000 to \$3,500.
3. Night Shift Premium goes from \$2.00/hr. to \$4.00/hr.
4. Incentive program increases the penalty for preventable accidents from 25% to 50% per accident

Financial Considerations

ESTA pays around 74,000 hours annually to this group and the increased wages affect benefits costs also. The impact to the budget is expected to be around \$300,000 annually.

Recommendation

Approve Resolution 2026-02 in support of the negotiated MOU between ESTA and the EEA to be effective from January 12, 2026, through January 8, 2029.

**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 Technician
- 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:

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

1. Effective January 12, 2026, the start of the first full pay period in 2026, all classifications listed will receive a 9% salary increase.
 2. Effective January 11, 2027, the start of the first full pay period in 2027, all classifications listed will receive a 3% salary increase.
 3. Effective January 10, 2028, the start of the first full pay period in 2028, all classifications listed will receive a 3% salary increase.
 4. 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.
- 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 (\$4.00 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 \$4.00 for all of the shift hours (8.5 hours assuming a 40-minute meal break). This premium also applies to the Mammoth split shift when worked as a whole.
- 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 2026/2027 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 the above employees 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 50%.
 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

\$23.00 Effective first full pay period January 12, 2026

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

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

EMPLOYMENT CATEGORY	100%	75%	50%	Non-Benefitted
<ul style="list-style-type: none"> • ESTA agrees to pay the members contribution for PERS retirement (8%) for employees hired into a benefitted position, or promoted from a non-benefitted position to a benefitted position on or before December 31, 2012. •Employer shall pay the employer required tax for Medicare as required by the IRS •Unless countermanded by the Public Employees’ Pension Reform Act of 2013 (PEPRS), PERS Benefit to consist of: <ul style="list-style-type: none"> ○ Final compensation based on average monthly pay rate during the last (or highest) consecutive 36 months of employment ○ Post retirement survivor benefit of \$500 (one time) 	▲	▲	▲	
<p>Floating Holidays: Benefitted employees receive 2 floating holidays per calendar year.</p>	8 hrs	6 hrs	4 hrs	
<p>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.</p>	▲	▲	▲	▲
<p>Short Term Disability Protection: Provided through State SDI Program. Employee pays the premium (currently 0.8%)</p>	▲	▲	▲	▲

EMPLOYMENT CATEGORY	100%	75%	50%	Non-Benefitted
<p>Life Insurance:</p> <p>ESTA shall provide a \$50,000 life insurance policy for benefitted employees. ESTA shall pay the percentage of the premium identified at right based upon employment category level. Employees over the age of 65 or 70 shall have a reduced life insurance policy amount, based upon the requirements of the insurer. Currently, and this is subject to change, 65+ is \$32,500 and 70+ is \$20,000.</p>	▲ 100%	▲ 75%	▲ 50%	
<p>Deferred Compensation:</p> <p>ESTA will provide a deferred compensation program 457(b) for all employees.</p>	▲	▲	▲	
<p>Health Insurance:</p> <p>ESTA will contract with the California Public Employees Retirement System (PERS) for medical benefits during the term of this Agreement.</p> <p>ESTA will pay 83% of the premium for employees selecting PERS Gold, and 87% of the premium for employees selecting PERS Platinum. ESTA's contribution shall be prorated for 75% and 50% employment category employees. For example, the 2026 PERS Gold monthly premium for employee-only coverage is \$956.28. ESTA would pay \$831.96 for a 100% employee ($\\$956.28 * 87\%$); \$623.97 for a 75% employee ($\\$956.28 * 75% * 87\%$); and \$415.98 for a 50% employee ($\\$956.28 * 50% * 87\%$). The employee would be responsible to pay the balance of the monthly premium.</p>	▲ 100%	▲ 75%	▲ 50%	

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

EMPLOYMENT CATEGORY	100%	75%	50%	Non-Benefitted
<p>Reimbursement will be made following submittal of receipt(s) evidencing the service and the payment of the professional service and/or qualified products. Reimbursement for professional services and qualified products shall be made pre-tax.</p> <p>Maximum amounts available to employees through the Vision/Dental Reimbursement program shall be prorated for employees hired (or promoted to 50%, 75% or 100% status) during the fiscal year.</p> <p>The Vision/Dental Reimbursement program runs from July 1 through June 30. Reimbursement receipts must be submitted by July 25 following the end of the program year on June 30. Employees may roll over up to 50% of any one year's remaining balance to a maximum balance as indicated to the right.</p>	<p>\$2,000 plus \$600 for one or more dependents</p> <p>Maximum balance \$2,000 or \$2,600 for one or more dependents</p> <p>Maximum balance \$3,500</p>	<p>\$1,500 plus \$450 for one or more dependents</p> <p>Maximum balance \$1,500 or \$1,950 for one or more dependents</p> <p>Maximum balance \$3,500</p>	<p>\$1,000 plus \$300 for one or more dependents</p> <p>Maximum balance \$1,000 or \$1,300 for one or more dependents</p> <p>Maximum balance \$3,500</p>	
<p>Comprehensive Leave:</p> <p>Benefitted employees shall accrue hours of comprehensive leave according to the following monthly accrual rates based upon number of years of continuous employment:</p> <p style="text-align: right;">Through the first 3 years</p> <p style="text-align: right;">After 3 years and through the 10th year</p> <p style="text-align: right;">After 10 years and through the 15th year</p> <p style="text-align: right;">After the 15th year</p>	<p style="text-align: center;">▲</p> <p>14.67</p> <p>18.67</p> <p>20.67</p> <p>22.67</p>	<p style="text-align: center;">▲</p> <p>11</p> <p>14</p> <p>15.5</p> <p>17</p>	<p style="text-align: center;">▲</p> <p>7.34</p> <p>9.34</p> <p>10.34</p> <p>11.34</p>	

<p>Non-Benefitted employees shall accrue PTO hours based on time worked, up to 48 hours in accordance with the California Sick Leave act. PTO can be used as sick time or as comprehensive leave. When a non-benefitted employee becomes a benefitted employee unused non-benefitted PTO will convert to comprehensive leave.</p>				<p>▲ NB</p>
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EMPLOYMENT CATEGORY	100%	75%	50%	Non-Benefitted
<p>Employee Assistance Plan:</p> <p>ESTA shall offer an Employee Assistance Plan (EAP) to help employees deal with personal problems that might adversely impact their work performance, health and well-being.</p> <p>ESTA shall authorize and pay for a maximum of six (6) visits per fiscal year with the psychologist/counselor of the employee's choice. Employees may contact the Administration Manager in order to avail themselves of the EAP.</p>	<p>▲</p>	<p>▲</p>	<p>▲</p>	<p>▲</p>

Recognized Holidays:

- | | |
|------------------------|------------------------|
| New Years Day | Labor Day |
| Martin Luther King Day | Veteran's Day |
| President's Day | Thanksgiving Day |
| Memorial Day | Day After Thanksgiving |
| Independence Day | Christmas Day |

Christmas Eve OR New Year's Eve:
 Premium pay will be given for time worked on 12/31, if employee worked on 12/24.

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 provision 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 12, 2026, and remain in full force and effect until and including January 8, 2029.

ESTA:

EEA:

Phil Moores, Executive Director

Marvin Orrick, EEA

Dawn Vidal, Administration Manager

Michael Ahles, EEA

Christy Milovich, County Counsel

Tiffany Lau, EEA

Steve Irwin, EEA

RESOLUTION 2026 - 02

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 EMPLOYEES ASSOCIATION (EEA)

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 EEA, who is the representative of the ESTA employees bargaining unit including drivers, dispatchers, trainers, transportation operations assistants, and utility workers, 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 EEA, representative of ESTA drivers, dispatchers, trainers, transportation operations assistants and utility workers, a copy of which is attached hereto as an exhibit – effective for a period of three years following approval – 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 18th day of February 2026, by the following vote of the Eastern Sierra Transit Authority Board of Directors:

AYES:
NOES:
ABSTAIN:
ABSENT:

Chris Bubser, Chairperson
Eastern Sierra Transit Authority Board of Directors

Attest: Karina Morales
Secretary of the Board

By: _____
Karina Morales

STAFF REPORT

Subject: **ESTA Management Confidential Employee Association (MCEA) MOU**

Presented By: **Phil Moores, Executive Director**

Background

In December the MCEA voted to approve the attached MOU. The final draft MOU is attached. Here is a list of the changes to the MOU:

1. Annual wage increases of 9%/3%/3% respectively
2. Hearing/Dental/Vision benefit increases from \$1,500 to \$2,000 annually. The rollover maximum balance allowed moves from \$3,000 to \$3,500.
3. Inclusion into the current longevity program
4. Inclusion into the incentive bonus program with the same preventable accident standard.

Financial Considerations

ESTA pays around 10,000 hours annually to this group and the increased wages affect benefits costs also. The impact to the budget is expected to be around \$40,000 annually.

Recommendation

Approve Resolution 2026-03 in support of the negotiated MOU between ESTA and the MCEA to be effective from January 12, 2026, through January 8, 2029.

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

Preamble

This Memorandum of Understanding is entered into by and between the Eastern Sierra Transit Authority (the "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 Management & Confidential Employees Association, ("Association"). This Memorandum of Understanding ("MOU" or "Agreement") represents the mutual agreement of ESTA and the Association 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 & Classification

A. ESTA recognizes the Association as the "Exclusively Recognized Employee Organization" for employees of ESTA in the following position classifications:

- Administration Manager
- Transportation Operations Supervisor
- Administrative Specialist (I, II, III)

The job descriptions for these positions are attached to this MOU as Attachment 1.

B. In addition to those rights reserved in Article III, ESTA may, in its sole discretion, utilize an independent contractor to provide any and/or all required IT services.

Article II. Non-Discrimination

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

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 the need for and implement the 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 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, and 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, with the exception of 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 ("Personnel Rules") dated January 2023, 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 these 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 (1-1/2) 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 the employee's 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 a maximum of 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 provisions of overtime shall be addressed as described in the Personnel Rules.

Article VIII. Salaries

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

1. Effective January 12, 2026, the start of the first full pay period in 2026, all classifications listed will receive a 9% salary increase.
2. Effective January 11, 2027, the start of the first full pay period in 2027, all classifications listed will receive a 3% salary increase.

3. Effective January 10, 2028, the start of the first full pay period in 2028, all classifications listed will receive a 3% salary increase.
 4. 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.
- 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 their workday and has left their place of employment and subsequently performs duties after their 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 their 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 Branch Assignment Premium Pay: Shifts that originate from the Mammoth Lakes location, which is a considered to be a "remote" site, shall be paid an additional \$2.00 per hour.
 - F. Cell Phone Stipend: a cell phone stipend of \$25 per month shall be paid to each member who uses their cell phone for ESTA business on a consistent basis.
 - G. Incentive Pay. Beginning with the 2027/2028 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 MCEA 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 MCEA 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.
 - a. 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 the employees above shall be that proportion of each Eligible MCEA 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 MCEA employee has during the calculation period reduces that individual's total bonus by 50%.
7. The Incentive Pay will be paid out within 30-days of

the acceptance of the Audited Financial Statements for each fiscal year.

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 Counseling or Warning: A letter of counseling is considered a first disciplinary step, but a written warning, suspension, or discharge may be issued depending on the severity of the violation. Any employee who receives a letter of counseling or warning shall be entitled to submit a written response thereto, which shall be placed in such employee's personnel file, along with the written counseling or warning. Employees who receive a counseling or warning 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 counseling or warning 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. 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 counseling or warning nor shall there be any formal hearings or review procedures concerning any counseling or warning. An employee shall not be prohibited from arguing and presenting evidence to the validity of the letter of counseling or warning if said action(s) are used to justify a subsequent greater disciplinary action.

Suspension and/or discharge follows Personnel Rules Article XII, with the exception of Article XII section 12.4(a) which is addressed above.

Article XI. Benefits

The benefits are defined in the following matrix:

EMPLOYMENT CATEGORY	100%	75%	50%	Non-Benefitted
<p>PARS Retirement:</p> <ul style="list-style-type: none"> • ESTA shall contribute 2% into the PARS program for non-benefitted members • Non-benefitted employees shall pay the balance of the PARS contribution (6%). This payment is a substitute for the Social Security 6.2% contribution. • Employer shall pay the employer required tax for Medicare as required by the IRS. 				▲
<p>PERS Retirement:</p>				

<p>•ESTA provides 2.5% at 55 formula PERS retirement for miscellaneous members hired and promoted to a benefitted position prior to August 27, 2012. Employees hired into a benefitted position, or promoted from a non-benefitted position to a benefitted position on or after August 28, 2012 shall be eligible for a 2% at 55 formula retirement.</p> <p>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.</p>	▲	▲	▲	Continued
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EMPLOYMENT CATEGORY	100%	75%	50%	Non-Benefitted
<p>• 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.</p> <p>•Employer shall pay the employer required tax for Medicare as required by the IRS</p> <p>•Unless countermanded by the Public Employees' Pension Reform Act of 2013 (PEPRS), PERS Benefit to consist of:</p> <ul style="list-style-type: none"> ○ Final compensation based on average monthly pay rate during the last (or highest) consecutive 36 months of employment ○ Post retirement survivor benefit of \$500 (one time) 	▲	▲	▲	
<p>Floating Holidays:</p> <p>Benefitted employees receive 2 floating holidays per calendar year.</p>	8 hrs	6 hrs	4 hrs	
<p>Holiday Premium Pay:</p>				

Wages for an official Authority holiday to be paid to benefitted and non-benefitted employees at the rate of time and one-half the employee's current hourly wage for all hours worked on the holiday.	▲	▲	▲	▲
Short Term Disability Protection: Provided through State SDI Program. Employee pays the premium (currently 0.8%)	▲	▲	▲	▲

EMPLOYMENT CATEGORY	100%	75%	50%	Non-Benefitted
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 or 70 shall have a reduced life insurance policy amount, based upon the requirements of the insurer. Currently, and this is subject to change, 65+ is \$32,500 and 70+ is \$20,000.	▲ 100%	▲ 75%	▲ 50%	
Deferred Compensation: ESTA will provide a deferred compensation program 457(b) for all employees.	▲	▲	▲	
Health Insurance: ESTA will contract with the California Public Employees Retirement System (PERS) for medical benefits during the term of this Agreement.				

<p>ESTA will pay 83% of the premium for employees selecting PERS Gold, and 87% of the premium for employees selecting PERS Platinum. ESTA's contribution shall be prorated for 75% and 50% employment category employees. For example, the 2026 PERS Gold monthly premium for employee-only coverage is \$956.28. ESTA would pay \$831.96 for a 100% employee ($\\$956.28 * 87\%$); \$623.97 for a 75% employee ($\\$956.28 * 75% * 87\%$); and \$415.98 for a 50% employee ($\\$956.28 * 50% * 87\%$). The employee would be responsible to pay the balance of the monthly premium.</p> <p>Employees who select a lower level of coverage than they are eligible for will not receive any additional compensation. For example, an employee who selects employee-only coverage because their spouse has insurance from another source will not receive additional compensation.</p>	▲ 100%	▲ 75%	▲ 50%	Continued
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EMPLOYMENT CATEGORY	100%	75%	50%	Non-Benefitted
<p>Benefitted employees who elect not to participate in the CalPERS health insurance program but who provide ESTA with proof of medical coverage under an insurance plan providing at least the same level of benefits available from ESTA above, shall receive as cash payment a monthly amount equal to \$408.00 which accounts for the minimum employer deduction as defined by state statute, which will be adjusted and earned by the employee based on the percentage of the monthly benefit stipend identified at right based upon the employee's employment category level (i.e. \$306.00 for 75% employees and \$204.00 for 50% employees). Employees enrolled in Covered California health plans are not eligible for the stipend.</p>	▲	▲	▲	
<p>Health Insurance Deductible Reimbursement:</p>				

<p>ESTA will reimburse 50% of one family member CalPERS health insurance annual deductible following attainment of the annual deductible by the employee or employee’s family member, and following submission of a medical explanation of benefits statement evidencing the payment of the deductible. The annual deductible period shall be the calendar year.</p>	▲	▲	▲	
<p>Vision/Dental/Hearing Reimbursement:</p> <p>ESTA shall reimburse employees for professional services involving prescription eye products and/or frames, hearing care, and for dental care and vision correction according to dollar amounts identified to the right. Over-the-counter medications are not covered. Reimbursement amounts are per fiscal year.</p>	▲	▲	▲	Continued

EMPLOYMENT CATEGORY	100%	75%	50%	Non-Benefitted
<p>Reimbursement will be made following submittal of receipt(s) evidencing the service and the payment of the professional service and/or qualified products. Reimbursement for professional services and qualified products shall be made pre-tax.</p> <p>Maximum amounts available to employees through the Vision/Dental Reimbursement program shall be prorated for employees hired (or promoted to 50%, 75% or 100% status) during the fiscal year.</p> <p>The Vision/Dental Reimbursement program runs from July 1 through June 30. Reimbursement receipts must be submitted by July 25 following the end of the program year on June 30. Employees may roll over up to 50% of any one year’s remaining balance to a maximum balance as indicated to the right.</p>	<p>\$2,000 plus \$600 for one or more dependents</p> <p>Maximum balance \$2,000 or \$2,600 for one or more dependents</p> <p>Maximum balance \$3,500</p>	<p>\$1,500 plus \$450 for one or more dependents</p> <p>Maximum balance \$1,500 or \$1,950 for one or more dependents</p> <p>Maximum balance \$3,500</p>	<p>\$1,000 plus \$300 for one or more dependents</p> <p>Maximum balance \$1,000 or \$1,300 for one or more dependents</p> <p>Maximum balance \$3,500</p>	
<p>Comprehensive Leave:</p>				

<p>Benefitted employees shall accrue hours of comprehensive leave according to the following monthly accrual rates based upon number of years of continuous employment:</p> <p style="text-align: right;">Through the first 3 years</p> <p style="text-align: right;">After 3 years and through the 10th year</p> <p style="text-align: right;">After 10 years and through the 15th year</p> <p style="text-align: right;">After the 15th year</p>	▲	▲	▲	
<p>Non-Benefitted employees shall accrue PTO hours based on time worked, up to 48 hours in accordance with the California Sick Leave act. PTO can be used as sick time or as comprehensive leave. When a non-benefitted employee becomes a benefitted employee unused non-benefitted PTO will convert to comprehensive leave.</p>				▲ NB
EMPLOYMENT CATEGORY	100%	75%	50%	Non-Benefitted
<p>Employee Assistance Plan:</p> <p>ESTA shall offer an Employee Assistance Plan (EAP) to help employees deal with personal problems that might adversely impact their work performance, health and well-being.</p> <p>ESTA shall authorize and pay for a maximum of six (6) visits per fiscal year with the psychologist/counselor of the employee’s choice. Employees may contact the Administration Manager in order to avail themselves of the EAP.</p>	▲	▲	▲	▲

Recognized Holidays:

- | | |
|------------------------|------------------------|
| New Years Day | Labor Day |
| Martin Luther King Day | Veteran’s Day |
| President’s Day | Thanksgiving Day |
| Memorial Day | Day After Thanksgiving |
| Independence Day | Christmas Day |

Christmas Eve OR New Year's Eve:
Premium pay will be given for time worked on 12/31, if
employee worked on 12/24.

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 one-half the regularly scheduled work time, but no less than 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.
- C. Safety Committees and Projects: MCEA members will be assigned by the Executive Director to conduct or participate in ESTA safety committees or other safety related projects.

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 Administration Manager 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, 2 choices of outerwear (fleece jacket, fleece vest, puffy vest, parka)
 - Administration Manager – 2 shirts, 2 choices of outerwear (fleece jacket, fleece vest, puffy vest, parka)
 - Administrative Specialist – 2 shirts, 2 choices of outerwear (fleece jacket, fleece vest, puffy vest, parka)
- 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 the 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 MOU 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 January 2023), 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 MOU 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 MOU.

Article XX. Term of Agreement

The terms and conditions of this Agreement shall be effective January 12, 2026, and remain in full force and effect until January 8, 2029.

ACCEPTED AND APPROVED

For ESTA:

Phil Moores, Executive Director

Date

Christian Milovich, County Counsel

Date

For MCEA:

Dawn Vidal, Administrative Manager

Date

RESOLUTION 2026 - 03

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 January 12, 2026, following ratification by all parties through January 8, 2029 – 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 18th day of February 2026, by the following vote of the Eastern Sierra Transit Authority Board of Directors:

AYES:
NOES:
ABSTAIN:
ABSENT:

Chris Bubser, Chairperson
Eastern Sierra Transit Authority Board of Directors

Attest: Karina Morales
Secretary of the Board

By: _____
Karina Morales