

MINUTES OF HUMAN RESOURCES COMMITTEE MEETING
LANE TRANSIT DISTRICT BOARD OF DIRECTORS
MEETING BY CONFERENCE CALL

April 19, 2006

Pursuant to notice given to *The Register-Guard* for publication on April 17, 2006, and distributed to persons on the mailing list of the District, a meeting of the Lane Transit District Board of Directors Human Resources Committee was held at 10:30 a.m. on April 19, 2006. The three Committee members were present via telephone conference call. Staff were present via speakerphone in the District's conference room at 3500 E. 17th Avenue, Eugene.

Present:

Susan Ban
Mike Eyster
Gerry Gaydos, Chair
Mark Pangborn, General Manager
Mary Neidig, Director of Human Resources and Risk Management
Andy Vobora, Director of Marketing and Communications
Jo Sullivan, Clerk of the Board/Minutes Recorder

CALL TO ORDER: The meeting was called to order at 10:30 a.m.

DRAFT GENERAL MANAGER EMPLOYMENT AGREEMENT: Ms. Neidig discussed the draft employment agreement, noting that revisions had been made to the agreement used in the past with former general manager Ken Hamm. The Committee members had received the draft in legislative format, which showed the recommended changes. Mr. Pangborn said that the changes were requested by LTD attorney Dennis Percell, and that Mr. Pangborn's attorney had reviewed the changes. He added that in terms of the contract language and salary and benefits, it basically would be business as usual.

Mr. Gaydos asked if the salary was the same as Mr. Hamm had received. Ms. Neidig said that it was, and called attention to a compensation survey in the agenda packet. She noted that LTD's aggressive capital agenda made LTD's general manager position much more like those in larger transit systems. Ms. Ban and Mr. Eyster stated that they were fine with the compensation as recommended.

Mr. Gaydos said that the termination/suspension clause did not say that the District would pay for attorney fees. Mr. Pangborn said that, in talking with Mr. Percell, it ultimately came down to some sort of negotiated agreement for final settlement.

Mr. Eyster asked about arbitration, discussed in Section 10. Ms. Neidig explained that the contract for Mr. Hamm originally was drafted five or six years ago, and Mr. Percell thought that the contract now should include language regarding disputes, which he said was fairly common language now. Mr. Eyster wondered if it limited the Board in any way.

Mr. Gaydos said that to him, it was a philosophical distinction. The benefit of arbitration is that it is less of a process than a trial, but it is somewhat limiting because it does not have the discovery phases and a jury trial, but in his mind that was not generally relevant to this kind

of issue. On the other hand, he said, the general manager might not want to give up the right to a jury trial. He added that it was a quicker, efficient process, and he did not see any downside for LTD.

Ms. Ban asked about mediation. Mr. Gaydos said that sometimes the parties would build that into a contract. He said that mediation could be done at any time the parties wanted to. He explained that mediation is used to try to get parties to come to agreement, and arbitration is used to make decisions.

Mr. Pangborn said that, in a sense, he would be giving up some right for a court appeal, but he could not imagine any circumstances where LTD would gain by a court trial. He said that even if he felt terribly wronged by the Board, he would not want the organization to suffer because of that. He thought that arbitration was a good way to resolve a dispute. He said it was like having a trial with just a judge who was a professional in this area and did this all the time. He thought this could get to what is right and protect the District from bad publicity. He said that it would allow final resolution, although he could not imagine ever getting to that point.

Ms. Ban asked about the 40 additional hours of Consolidated Annual Leave (CAL) removed from contract language. Mr. Pangborn explained that he and Mr. Hamm were in different circumstances. He was at maximum accrual for CAL. Mr. Hamm had negotiated an additional week at one time early in his tenure. Mr. Pangborn accrued 32 days per year and was not asking for any additional time. He noted that administrative staff could accrue up to 480 hours of CAL before they would start losing time if they could not take it off. Ms. Neidig noted that in exchange for that CAL accrual, staff did not have a separate sick leave account.

MOTION Mr. Eyster moved to accept the contract and recommend it to the full Board for approval.
Ms. Ban seconded the motion. There was no further discussion, and the motion carried by
VOTE unanimous vote. Ms. Neidig stated that this would be on the agenda for the April 26 special meeting.

ADJOURNMENT: There was no further discussion, and the meeting was adjourned.

Recording Secretary