

MINUTES OF SALARY COMMITTEE MEETING
LANE TRANSIT DISTRICT BOARD OF DIRECTORS

May 14, 1987

Pursuant to notice given to *The Register-Guard* for publication on May 8, 1987, the Salary Committee of the Lane Transit District met on Thursday, May 14, 1987 at 7:30 a.m. in the District conference room at 1944 West 8th Avenue, Eugene.

Present: Janet Calvert
Rich Smith, Committee Chairman
Peter Brandt
Phyllis Loobey, General Manager
Jo Sullivan, Recording Secretary

GENERAL MANAGER SALARY AND BENEFITS DISCUSSION: The purpose of the meeting was to discuss a salary and benefits package for the General Manager for Fiscal Year 1987-88, and to formulate a recommendation for the full Board. The Committee reviewed the salary levels for administrative staff and the recommendations in the salary survey performed by an outside consultant that year. The Committee questioned the comparison survey data compiled by the consultant for the General Manager's position, and asked Ms. Loobey to ask the consultant to clarify his comparisons.

SALARY COMMITTEE RECOMMENDATION: The Committee recommended that the Board authorize the Board President to sign a contract extending the General Manager's employment through FY 87-88; and that the Board approve, as compensation to the General Manager for services rendered to the District during Fiscal Year 1987-88, a base salary at an annual rate of \$50,007.60, a monthly automobile allowance of \$200, and a one-time payment of \$5,800 for an additional benefit program, to be determined by the General Manager.

ADJOURNMENT: With no further discussion, the meeting was duly adjourned at 8:25 a.m.



Recording Secretary

Public notice was given to *The Register-Guard* for publication on May 7, 1987.

LANE TRANSIT DISTRICT
BOARD OF DIRECTORS
SALARY COMMITTEE MEETING

May 14, 1987

7:30 a.m.

LTD Conference Room
1944 W. 8th, Eugene

A G E N D A

- I. CALL TO ORDER
- II. ROLL CALL
Smith_____ Brandt_____ Calvert_____
- III. GENERAL MANAGER SALARY REVIEW
- Development of Recommendation for May 20, 1987 Board Meeting
- IV. ADJOURNMENT

EMPLOYMENT AGREEMENT
BETWEEN
LANE TRANSIT DISTRICT AND PHYLLIS P. LOOBEY

This is an Employment Agreement made and entered into on _____, 1987, by and between the Lane Transit District and Phyllis P. Loobey.

The Board of Directors of Lane Transit District is authorized pursuant to ORS 267.200(5) to enter into contracts on behalf of Lane Transit District and to appoint and fix the salary of the General Manager.

Therefore, in consideration of the terms and conditions of this agreement, the parties agree as follows:

Section 1: Duties and Responsibilities.

(a) Lane Transit District (hereinafter the District) agrees to employ Phyllis P. Loobey as General Manager, and Phyllis P. Loobey (hereinafter the Manager) hereby accepts such employment upon the terms and conditions set forth in this agreement.

(b) The Manager shall have, and agrees to perform in good faith, the duties and responsibilities of General Manager. As such, the Manager shall maintain her office at the headquarters of the District, and shall:

- 1) Have full charge of the acquisition, construction, maintenance, and operation of the transit system of the District.
- 2) Have full charge of the administration of the business affairs of the District.
- 3) Enforce all ordinances adopted by the Board.

4) Administer the personnel system adopted by the Board, and, except for officers appointed by the Board, appoint, discipline, or remove all officers and employees, subject to ORS 267.010 to 267.390 and the rules of the Board.

5) Prepare and submit to the Board within 30 days after the end of each fiscal year a complete report of the finances and administrative activities of the District for that preceding fiscal year.

6) Keep the Board advised as to the needs of the District.

7) Prepare all plans and specifications for acquisition of equipment or construction of improvements or facilities for the District.

8) Cause to be installed and maintained a system of auditing and accounting which shows completely and at all times the financial condition of the District.

9) Devote her entire working time to the business of the District.

10) Perform such other duties as the Board requires by resolution.

11) Attend the meetings of the Board and may participate in its deliberations, but has no vote.

Section 2: Term.

This employment shall continue as long as mutually agreeable to both parties. The Manager may be removed by the Board only by an affirmative vote of the majority of the members.

Section 3: Termination/Suspension.

(a) Before the Manager is removed, she shall upon demand be given a written statement of the reasons for her removal. If requested, she shall be given an open hearing at a meeting of the Board before the final vote for her removal; however, the Board may by resolution suspend her from office pending a hearing. The action of the Board in suspending or removal of the Manager, if approved by a majority of the members of the Board, may be reconsidered by the Board, but is otherwise final and not subject to appeal.

(b) The parties agree to give each other written notice of termination. Notice of termination given by the Manager to the District shall be effective at the date specified therein, which date shall be not less than 90 days after the date of service of the notice. Notice of termination given by the District to the Manager, if termination is for the Manager's job-related criminal activity or job-related willful misfeasance, can be made effective immediately; otherwise, it shall be made effective at the date specified therein, which date shall be not less than 90 days after the date of service of the notice. The District agrees to give written notice of any suspension to the Manager.

Section 4: Compensation.

(a) As compensation for the services rendered to the District during the fiscal year 1987-88, the Manager shall be paid a base salary at an annual rate of \$_____, a monthly automobile allowance of \$_____, and a one-time payment of \$_____ for an additional benefit program, to be determined by the Manager, payable in accordance with the District's

regular payroll procedures. Said compensation shall be subject to modification from year to year hereafter by mutual agreement. In addition, the Manager shall be entitled to the fringe benefits which are generally available to other employees of the District, including, without limitation: hospital; surgical, medical, dental, or other group health insurance; life insurance and disability benefits; holidays; sick leave; vacation; travel insurance; and participation in Lane Transit District pension or retirement program.

(b) The Manager shall be entitled to full compensation and benefits during periods of suspension.

(c) Compensation and benefits received by the Manager from other parties after notice of termination or suspension, for services performed for other parties during the period of 90 days after notice of termination or during periods of suspension, shall reduce the compensation and benefits to which the Manager shall be entitled under this agreement.

Section 5: Expenses.

The District shall reimburse the Manager for reasonable and necessary business expenses of the Manager incurred in the performance of the duties and responsibilities set out in this agreement, upon presentation, in accordance with the District's normal practice, of reasonably detailed statements of expense for which reimbursement is claimed.

Section 6: Indemnification.

To the extent permitted under the laws of the State of Oregon, the District shall indemnify and hold harmless the Manager from any liability,

cost, or expense arising out of the Manager's actions as General Manager of the District, except for any criminal activity or willful misfeasance.

Section 7: Assignment.

This agreement is personal to the Manager and cannot be assigned to any other person.

Section 8: Entire Agreement.

This agreement represents the entire agreement between the parties and supercedes any prior agreements or understandings, whether oral or written.

Section 9: Amendments.

This agreement cannot be changed or terminated orally and may be modified only by a written agreement executed by both parties.

Section 10: Notices.

Any notice to the District under this agreement shall be given to the President of the Board of Directors at the President's latest address as shown by the records of the Executive Secretary of the District. Any notice to the Manager under this agreement shall be given to her at her latest address as shown on the records of the Executive Secretary of the District. Notices shall be deemed given when delivered in person or within two business days after being mailed by certified mail at the United States Post Office in Eugene or Springfield, Oregon, with postage fully prepaid and addressed as hereinabove specified.

IN WITNESS WHEREOF, the undersigned have executed this agreement in duplicate on this _____ day of _____, 1987.

LANE TRANSIT DISTRICT

General Manager

By _____
President, Board of Directors

GMEMPAGR.JHS

James Consulting Services

FRED. S. JAMES & CO. OF WASHINGTON 1700 Fourth & Blanchard Building, Seattle, WA 98121 206 623-5900 Telex 329553

April 17, 1987

CONFIDENTIAL

Ms. Phyllis Loobey
General Manager
Lane Transit District
P.O. Box 2710
Eugene, OR 97402

Dear Phyllis:

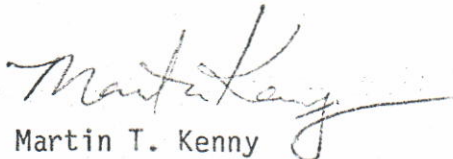
As you requested, enclosed is the survey findings for the General Manager position.

There are several items I would like to point out:

- As in the case of the other survey data, an adjustment factor has been applied to the data to account for differences in size of the various survey participants.
- The data is from December 1986 and a 2 percent factor should be added to adjust for 1987.
- Further, the survey averages for this position have tended to be low relative to job responsibilities. In order to maintain internal equity, I suggest that the salary range for General Manager be set at least 10 percent above salary grade 18.

Please let me know if I can provide you with any additional information.

Sincerely,



Martin T. Kenny
Manager
Human Resources Consulting

Enclosure
CORR:MK-4.17.1

SALARY SURVEY DATA
 TRANSIT DISTRICTS
 GENERAL MANAGER POSITIONS

DECEMBER 1986

<u>Number of Responses</u>	Survey Results (average)			<u>Actual</u>
	<u>Min.</u>	<u>Mid.</u>	<u>Max.</u>	
8	\$3,306	\$3,606	\$3,970	\$3,825

4 wks

Participants:

- Ben Franklin Transit District
- Clark County Public Transportation Benefit Area Authority
- Community Transit
- Intercity Transit
- Kitsap Transit
- Pierce County Public Transportation Benefit Authority
- Salem Area Mass Transit District
- Spokane Transit Authority
- Tri-County Metropolitan Transportation District

3832 3592

$$\begin{array}{r} 12 \\ 7664 \\ \hline 3832 \end{array}$$

$$\begin{array}{r} 4 \\ 4598 \\ \hline 3832 \end{array}$$

$$\begin{array}{r} 49816 \end{array}$$

4167/mo

*3832
13*

3679

*1691
26.1*

$$\begin{array}{r} 44135 \\ \hline 4 \end{array}$$

LANE TRANSIT DISTRICT
GENERAL MANAGER SALARY PACKAGE
FY 86-87

BI-WEEKLY SALARY	1,916.00
PAY PERIODS PER YEAR	26.10

ANNUAL SALARY	50,007.60
FRINGE BENEFIT SUPPLEMENT	2,600.00
CAR ALLOWANCE	2,400.00

TOTAL SALARY PACKAGE	55,007.60
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