

Public notice was given to *The Register-Guard* for publication on May 5, 1988.

LANE TRANSIT DISTRICT  
BOARD OF DIRECTORS  
SALARY COMMITTEE MEETING

May 10, 1988

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. EXECUTIVE SESSION PURSUANT TO ORS 192.660(1)(i) -

To review and evaluate, pursuant to standards, criteria and policy directives adopted by the Board of Directors, the employment-related performance of the General Manager

IV. GENERAL MANAGER SALARY AND BENEFITS REVIEW

Development of Recommendation for May 18, 1988 Board Meeting

V. ADJOURNMENT

April 1988

COMPENSATION SURVEY SUMMARY  
GENERAL MANAGER

<u>AGENCY</u>	<u>TITLE</u>	<u>MONTHLY SALARY \$ (ANNUAL)</u>	<u>NOTE</u>
City of Eugene	City Manager	\$5,963 (\$71,556)	+ Car allowance @ \$175/month + 2% Def. Comp. Effective 7/1/87
	Director of Public Works	\$5,069 (\$60,828)	+ Car allowance @ \$175/month Effective 7/1/87
City of Springfield	City Manager	\$4,646 (\$55,747)	+ Car allowance @ \$300/month + Retirement Sup. @ \$375/month Effective 10/87
City of Corvallis	City Manager	\$5,417 (\$65,004)	+ Car allowance @ \$300/month + \$.12/mile + Additional life-100k Effective 3/88
Lane County	County Administrator	\$4,886 (\$58,635)	+ Car provided Effective 1/88
	Director of Public Works	\$3233-\$4374 (\$38,790-\$52,482)	+ Car provided Effective 1/88
Lane Council of Governments	Executive Director	\$4,450 (\$53,400)	+ \$175/month travel allowance Effective 11/1/87
Springfield Utility District	Executive Director	\$5,541 (\$66,492)	+ 5% Deferred Comp. + Car allowance @ \$350/month Effective 5/1/88
C-TRAN Vancouver, WA	General Manager	\$4,589 (\$55,062)	+ Car allowance @ \$200/month + \$.175/mi. Effective 4/1/88



COPY

Delivered as a separate packet with the May 20, 1987 Board agenda packet. Attached to this memo was an employment agreement with salary, etc., left blank.

May 15, 1987

MEMORANDUM

TO: Board of Directors  
FROM: Jo Sullivan, Executive Secretary  
RE: Attached Employment Agreement

Included for your information is a copy of the employment agreement between LTD and the General Manager which has been used for the last two years. The Salary Committee recommends that the Board authorize the Board President to sign this contract, to extend the General Manager's employment through FY 87-88. Before it is signed, the salary and benefits approved by the Board on May 20 will be inserted.

A memo in the agenda packet lists the Salary Committee's recommendations for the General Manager's FY 87-88 salary and benefits, and compares those figures with her FY 86-87 salary and benefits.

Jo Sullivan  
Executive Secretary

JS:ms

attachment

# FILE COPY

Included in agenda packet for  
May 20, 1987 Board meeting.

May 20, 1987

## MEMORANDUM

TO: Board of Directors  
FROM: Rich Smith, Chairman  
Board Salary Committee  
RE: General Manager's Salary and Contract Renewal for 1987-88

The Salary Committee met on May 14, 1987 to discuss salary and benefit provisions for the General Manager, as well as contract renewal for the 1987-88 fiscal year.

Committee Recommendation: The Committee recommends approval of a base salary of \$50,007.60, the continuation of the \$200 monthly automobile allowance, and a grant of \$5,800 to be used for additional benefits as determined by the General Manager. Following is the comparison to current salary and benefit provisions:

	<u>86-87</u>	<u>87-88</u>
Annual Salary	\$50,007.60	\$50,007.60
Fringe Benefit Supplement	2,600.00	5,800.00
Car Allowance	<u>2,400.00</u>	<u>2,400.00</u>
Total	\$55,007.60	\$58,207.60

The Committee also recommends that the Board authorize the Board President to sign a contract extending the General Manager's employment through FY 87-88.

Rich Smith  
Salary Committee Chairman

js

EMPLOYMENT AGREEMENT  
BETWEEN  
LANE TRANSIT DISTRICT AND PHYLLIS P. LOOBEY

This is an Employment Agreement made and entered into on May 20,  
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 \$50,007.60, a monthly automobile allowance of \$200, and a one-time payment of \$5,800.00 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 20th day of May, 1987.

LANE TRANSIT DISTRICT

Reynolds  
General Manager

By Janet Calvert  
President, Board of Directors

GMEMPAGR.JHS

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