



BOARD MEETING AGENDA

Date: Thursday, June 23, 2022
Time: 6:00 p.m. – Virtual and In-person Meeting
Call-in Information:

Join Zoom Meeting

<https://us06web.zoom.us/j/89868625575?pwd=dE5lWFdJamd6eWRSOU5JTTZWRIkrQT09>

Meeting ID: 898 6862 5575

Passcode: 418897

One tap mobile

+12532158782,,89868625575#,,,,*418897# US (Tacoma)

* denotes packet attachment

6:00 Call to Order

Call Regular Meeting to Order

1. Welcome & Introductions
2. Requests for Additions to the Agenda *[to be considered under Business Items]*

Public Comment

3. Comments from the Public

Presentation

- 4.* FY 2023 Budget - **Public Hearing** and Adopt Resolution

Business Items

- 5.* Executive Director's Annual Evaluation – Accept
- 6.* SEIU Contract – Ratify and Adopt Resolution
- 7.* Consent Agenda *[Board members may request an item be removed from the Consent Agenda to discuss separately under Item 7]*
 - a.* April 28, 2022 Minutes, Approve
 - b.* SSAC, Appoint Members
8. Items removed from the Consent Agenda

Reports

9.
 - a.* Executive Committee Report
 - b.* Advisory Council Reports

Wrap Up

10. Roundtable; Call for Future Agenda Items; Emerging Issues.

Executive Session: The Board will hold an executive session pursuant to ORS 192.660(2)(i). All matters discussed during this executive session are confidential and shall not be discussed by any representative of the news media without authorization by the Executive Committee. Executive sessions are not open to the public.

* Public Comment is limited to 3 minutes. The Board has the right to ask disruptive attendees to leave the meeting. The Board may choose not to respond to comments and lack of response does not indicate support or disagreement. Location is wheelchair accessible. American Sign Language interpretation is available with 48 hours notice.

859 Willamette Street, Suite 500, Eugene, OR 97401 Phone (541) 682-4283. TTY (541) 682-4567. Fax (541) 682-4099



Agenda Item Number 4. FY23 Budget

Date: June 23, 2022

Presenter: Brenda Wilson

Action Recommended: Adopt

Background:

The proposed Work Program and Budget for the coming fiscal year was considered by LCOG's Budget Committee on May 31, 2022. The Work Program and Budget represents our best prediction for revenues and costs over the coming fiscal year, and totals \$73,797,319 which is \$18,040,252 more than the FY22 Adopted Budget, and \$7,519,940 more than the FY22 Revised Budget. The FY23 Proposed Budget represents management's best current assessment of the obligations and financial capability of LCOG for the year that lies ahead.

After discussion of the proposed Budget, the Committee unanimously voted to recommend adoption by the Board of the FY23 Work Program and Budget. The Executive Committee voted unanimously to recommend the Board adopt the FY23 Budget at their June 14, 2022 meeting.

Proposed Action: Adopt the FY23 Work Program and Budget.

Attachments:

- A. FY23 Proposed Budget
- B. FY23 Proposed Budget PowerPoint
- C. FY23 Budget Resolution



FY23

PROPOSED BUDGET

**Lane Council of Governments
859 Willamette Street, Suite 500
Eugene, OR 97401**

**Brenda Wilson, Executive Director
Michael Wisth, Government Services Division Director
Stephanie Sheelar, Senior and Disability Services Division Director**

Prepared by:

Finance and Budget Team

**Ashley Garcia
Dana Benner
Stacy Cornelius
David Joyal
Elena Kuhnenn
Keina Wolf
Laura Campbell**

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BUDGET TIMELINE

For the Fiscal Year Ending June 30, 2023

The FY23 Budget process, review and approval timeline is as follows:

- 1/11/22 LCOG Executive Committee establishes FY23 budget assumptions.
LCOG Executive Committee Reviews FY23 Proposed member dues rates.
- 1/27/22 LCOG Board adopts FY23 Budget Process and Assumptions.
LCOG Board approves FY23 member dues rates based on proposed schedule.
- 2/24/22 LCOG Board appoints Budget Committee members.
- 5/19/22 FY23 Proposed Budget document is delivered to LCOG Budget Committee.
- 5/31/22 LCOG Budget Committee Meeting to review, deliberate, and recommend FY23 Proposed Budget to the LCOG Board.
- 6/14/22 Executive Committee meeting to review, deliberate, and recommend FY23 Proposed Budget to the LCOG Board.
- 6/23/23 Public Hearing on Budget; Adoption of FY23 Proposed Budget by LCOG Board.

Budget Meetings

LCOG Budget Committee meetings are held at the Lane Council of Governments, 859 Willamette Street Suite 500, Eugene, OR 97401. A virtual attendance option was provided.

Contact Information

Lane Council of Governments
www.lcog.org
Finance Unit
(541) 682-3494
Email: kwolf@lcog.org

READERS GUIDE

READERS GUIDE TO THE FY23 BUDGET

For the Fiscal Year Ending June 30, 2023

The proposed annual operating budget is a guidebook for achieving the goals set by LCOG's Board, members, committees, and LCOG management. The annual budget is based on a fiscal year which runs from July 1, 2022 to June 30, 2023.

The Budget Document

The budget document is arranged in separate sections. They are:

- Readers Guide
- Introduction
- Budget Message
- Financial
- Supplemental Information

This section, the **Readers Guide**, provides the reader with a description of each major section of the budget plan to facilitate the overall review of the document. A description of LCOG's annual budget process and timeline, and a list of scheduled meetings regarding the budget review and approval process is also provided.

The **Introduction** section provides a profile of LCOG, mission statement, a list of member governments, and a brief description of LCOG services. What follows is an organization chart which provides a view of how LCOG's services are organized, a list of LCOG Board of Directors, Executive Committee members, and Budget Committee members.

The **Budget Message** section includes the Budget Message, which is a letter to the members of the Budget Committee and the Board of Directors from the LCOG Executive Director. The budget message from the Executive Director outlines the overall direction and key goals used in developing the budget. The message highlights major service changes, organization changes, or budgetary changes that are part of the proposed budget.

The **Financial** section consists of information and schedules which detail revenues and expenditures across the organization as a whole. The Board of Directors of LCOG has elected to adopt its budget on the basis of organizational service units. As a result, the Financial Section of this document presents fund statements based on LCOG's four organizational service units and the three major reporting fund groups: General Fund (Administrative Services), Special Revenue Fund (Government Services and Senior and Disability Services), and Enterprise Fund (Business Services).

The **Supplemental Information** section provides additional reference information: Budget Assumptions used to develop this budget, information on the Indirect rate, a glossary of terms used in this document, and goals and accomplishments for each of the major work program areas.

LCOG Budget Process

Pursuant to the Oregon Revised Statutes 294.900 to 294.930, LCOG is required to follow certain procedures related to the adoption of a budget. The annual budget serves as the foundation for LCOG's financial planning and control. The budget process begins in December with the LCOG management and staff identifying projects for the subsequent fiscal year as well as estimating grant projects not expected to be completed by the end of the current fiscal year.

Over the course of several months, LCOG management and staff, the Board of Directors, Budget Committee, and others are involved in defining the goals and objectives, as well as the projects, to be included in the Work Program.

INTRODUCTION

INTRODUCTION

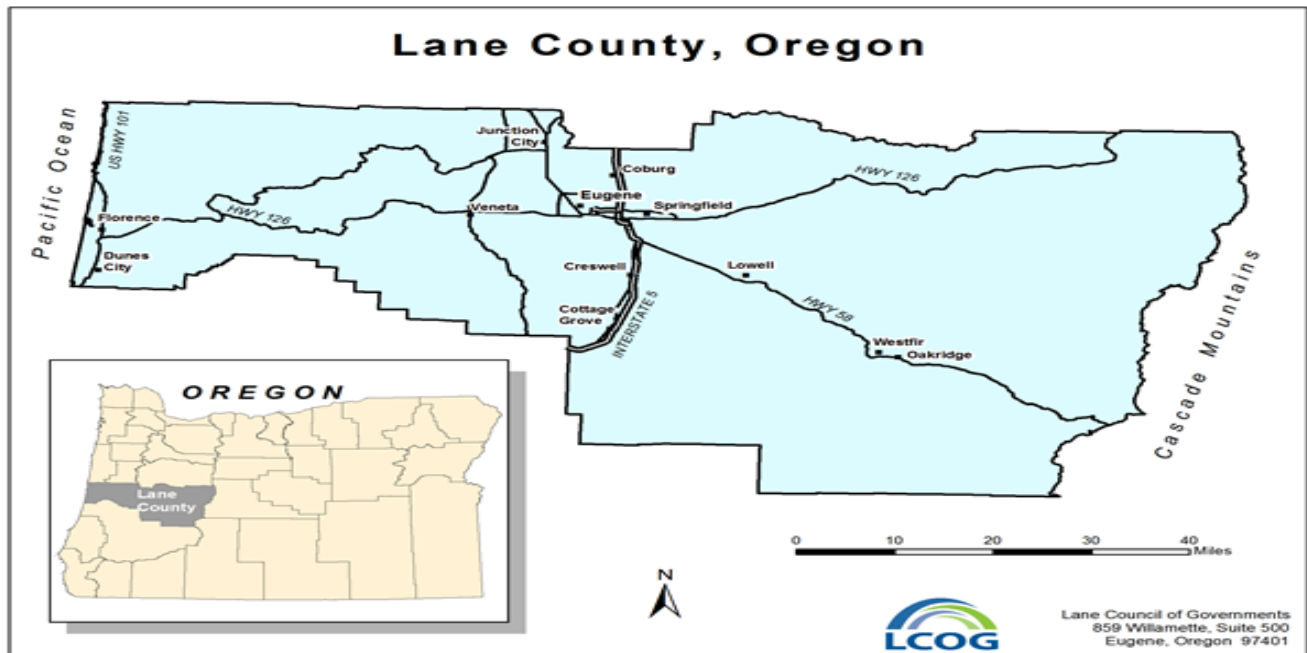
For the Fiscal Year Ending June 30, 2023

Profile of Lane Council of Governments (LCOG)

Councils of Governments (COGs) serve as regional planning, coordination, program development, and service delivery organizations in local communities across the nation. Local issues often cross jurisdictional boundaries and can be most effectively addressed by communities working together within a regional forum.

COGs differ in size and range of activities from one region to another, but their common purpose and function is solving area-wide problems. COGs are designed to help the public sector operate more efficiently and effectively through the pooling of resources so that communities accomplish more than they could individually.

LCOG is located in Lane County, Oregon, the fourth most populous county in Oregon. LCOG's region is the entire Lane County area. Lane County's population is 382,647. The size of Lane County is approximately 4,554 square miles.



If a separate state, Lane County would be the size of Connecticut with a population half the size of Vermont. The LCOG region is also the state's third largest Metropolitan Statistical Area (MSA) and the 145th largest MSA in the country.

The governing body of LCOG is its Board of Directors, comprised of local elected and appointed officials designated to represent member governments and agencies. LCOG is one of the oldest councils of governments in the nation. LCOG was first organized in 1945 under the name Central Lane County Planning Commission and had only six members.

INTRODUCTION, Continued

LCOG was reorganized in 1971 under an intergovernmental agreement pursuant to Oregon Revised Statutes Chapter 190 and the name was changed to Lane Council of Governments. It does not act under the direction and control of any single governmental entity and has the following characteristics:

- It is governed by a board of directors consisting of one appointed director from each of its 35 member organizations.
- It is a legally separate entity.
- It is fiscally independent of all member organizations and all other local government entities.
- It is vested with all the powers, rights, and duties relating to those functions and activities that are vested by law in each separate party to the intergovernmental agreement.

Our Membership

Our members represent 35 local governments and agencies including Lane County, twelve cities, six school districts, one education district, one college, two parks and recreation organizations, three library districts, four utilities, a transit district, two fire districts, an ambulance district, and a port.

Member Governments

Bethel School District #52
City of Coburg
City of Cottage Grove
City of Creswell
City of Dunes City
City of Eugene
City of Florence
City of Junction City
City of Lowell
City of Oakridge
City of Springfield
City of Veneta

City of Westfir
Creswell School District
Emerald People’s Utility District
Eugene 4j School District
Eugene Water & Electric Board
Fern Ridge Library District
Heceta Water People’s Utility District
Junction City RFPD
Lane Community College
Lane County
Lane Education Service District
Lane Library District

Lane Transit District
McKenzie School District
Port of Siuslaw
Rainbow Water District
River Road Park & Rec District
Siuslaw Library District
Siuslaw Valley Fire District
South Lane School District
Springfield School District
Western Lane Ambulance Dist.
Willamalane Park & Rec District

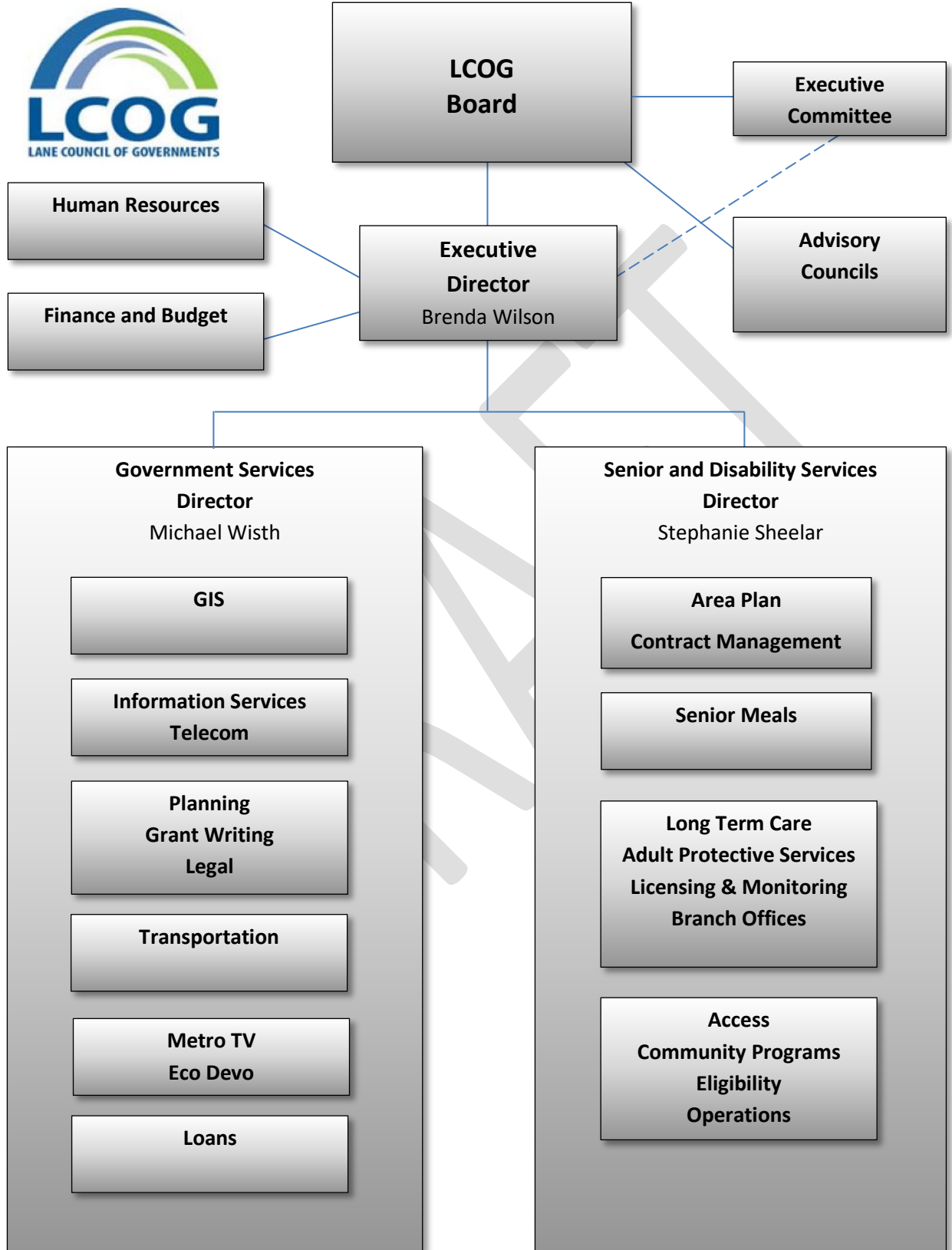
Our Mission

LCOG’s mission is to coordinate and provide high quality public services in Lane County. Lane Council of Governments is dedicated to serving the public interest and enhancing the quality of life for citizens of Lane County.

Together with our member governments, we seek to create more accessible, sustainable, prosperous, and livable communities.

LCOG Services

LCOG services are offered over four broad areas: Administration, Government Services, Senior and Disability Services, and Business Services. LCOG employs over 300 people and is the designated comprehensive planning and review agency for a number of federal and state programs. LCOG also serves as the fiscal agent for various federal and state programs carried out by member entities and serves as a coordinating agency for local government long-range planning activities.



BOARD OF DIRECTORS

For the Fiscal Year Ending June 30, 2022

(#) Executive Committee Member; (*) Budget Committee Member (^) Audit Committee Member

Bethel School District 52 Rich Cunningham	Heceta Water District Vacant
City of Coburg Ray Smith	Junction City Rural Fire Protection District Don Lighty
City of Cottage Grove Jeff Gowing	Lane Community College Mike Eyster
City of Creswell Dave Stram	Lane County Heather Buch (#) Chair of the Board of Directors
City of Dunes City Vacant	Lane Education Service District Sherry Duerst-Higgins (#) (*)
City of Eugene Randy Groves (#)	Lane Library District Vacant
City of Florence Joe Henry	McKenzie School District 68 Vacant
City of Junction City John Gambee	Port of Siuslaw Robert Ward (#) (*)
City of Lowell Don Bennett	Rainbow Water District James "Jim" McLaughlin
City of Oakridge Christina Hollett	River Road Park & Recreation District Vacant
City of Springfield Leonard Stoehr	Siuslaw Library District Susy Lacer
City of Veneta Tom Cotter	Siuslaw Valley Fire & Rescue District Jim Langborg
City of Westfir Melody Cornelius	South Lane School District 45J Vacant
Creswell School District 40 Lacey Risdal	Springfield School District 19 Jonathan Light (#)
Emerald People's Utility District Patti Chappel (#)	Western Lane Ambulance District Bob Sneddon
Eugene School District 4J Alicia Hays (#)	Willamalane Park & Recreation District Greg James (#) (^)
Eugene Water & Electric Board Sonya Carlson (#) (*) (^) Vice-Chair of the Board of Directors	Non-Voting Member: Lane Transit District Pete Knox
Fern Ridge Library District Steve Recca (^)	Non-Board Members of the Budget Committee: Brenda Holt, Jessica Mumme, Steve Wheeler

BUDGET MESSAGE

EXECUTIVE DIRECTOR'S BUDGET MESSAGE
For the Fiscal Year Ending June 30, 2023

Members of the LCOG Board of Directors, Budget Committee, regional partners, valued employees, and citizens:

This FY23 *Proposed Budget* represents my tenth year presenting the budget as your Executive Director. This proposed budget totals \$73,797,319 which is \$18,040,252 more than the FY22 *Adopted Budget*, and \$7,519,940 more than the FY22 *Revised Budget*. The FY23 *Proposed Budget* represents management's best current assessment of the obligations and financial capability of LCOG for the year that lies ahead.

This proposed budget represents management's best current assessment of the obligations and financial capability of LCOG for the year that lies ahead and reflects LCOG's effort to continue to be innovative in stabilizing our costs, our rates, and our budget, while maintaining a high level of service to the region, and on finding ways to address the challenges ahead in a positive and productive manner. While this proposal continues to build on the current year's recovery from the worst impacts of the COVID-19 pandemic, LCOG staff demonstrated remarkable resilience and creativity in adapting to those impacts and we found innovative ways to deliver services throughout the pandemic. I could not be more proud or more appreciative of our staff. LCOG has proven to be resilient and flexible, while continuing to make significant investments focused on supporting the people and priorities of our region.

Everything I have heard and read indicates that the economic downturn is coming and will hit all sectors hard. Recognizing this, I have tried to recommend a budget that minimizes increases in expenditures while making sure we are continuing to deliver high level services and meeting the needs of the region. The year ahead presents us with enormous challenges, because much is still unknown, but also provides us with tremendous opportunities. All of this will require hard work and difficult choices, yet I am certain that when we are done, LCOG will be stronger and more resilient.

SUMMARY OF THE BUDGET

As the LCOG Board is aware, unlike many government agencies, LCOG does not receive all of its revenues at the beginning of each year. LCOG's work and fiscal capability, and therefore funding, are largely based on grants and contracts which emerge over time, so there is always greater variability in LCOG's budgeting process than may be present for local government units that rely upon a tax base.

The LCOG FY23 *Proposed Budget* is developed strategically, using the best information available beginning with the Budget Assumptions (see Supplemental Information Section on page 30) adopted by the LCOG Board in each year before the budget is prepared. Combined with known and expected revenues, a Work Program is created with a goal of keeping costs down, stabilizing rates, and providing outstanding services to the region.

Wherever possible, we have strived to retain consistency in expenses, especially as we continue to work through the COVID-19 pandemic recovery. The FY23 *Proposed Budget* represents a continuation of LCOG's recovery from pandemic disruptions, as we continue to build back our services and staffing in a way that creates more equitable and accessible systems and services for our employees and the public. This budget reflects an increase in spending levels in critical areas for the Agency, particularly to address community needs and strengthen central services that support frontline services. In Finance and Human Resources, you will see investments in staffing to improve our financial and employee support processes, as well as funding to begin a reserve for future Information Technology expenses, which were highlighted as an essential need during the Pandemic.

This budget also contains focused investment in a regional Broadband Strategy, and replacement of the HVAC system of the Park Place Building.

EXECUTIVE DIRECTOR’S BUDGET MESSAGE, Continued

Revenues

The revenues in the FY23 *Proposed Budget* reflect an overall net increase of 32.4%, or \$18,040,252 more than FY22 *Adopted Budget* revenues. The following table compares FY23 *Proposed Revenues* to FY22 *Adopted Revenues* by source of revenue.

REVENUES	Federal and State	Local	Transfers In	Beginning Reserves	Total Budget
FY23 Proposed	\$ 40,523,220	\$ 8,817,730	\$ 5,834,146	\$ 18,622,223	\$ 73,797,319
FY22 Adopted	\$ 30,399,590	\$ 7,669,880	\$ 4,976,355	\$ 12,711,242	\$ 55,757,067
Dollar Change	\$ 10,123,630	\$ 1,147,850	\$ 857,791	\$ 5,910,981	\$ 18,040,252
Percent Change	33.3%	15.0%	17.2%	46.5%	32.4%

Federal and State Revenues are projected to increase by a net \$10,123,630 over the FY22 *Adopted Budget* including a \$4,424,055 increase in Government Services primarily due to increases in Transportation funding; in Senior and Disability Services, a decrease of \$1,653,683 reflecting an end to COVID-19 emergency funding. Finally, a \$75,000 reduction in Business Loans is included as the remainder of the federal Economic Development Agency (EDA) Grant loan funds.

Local Revenues are expected to increase by a net \$1,147,850, or 15% compared to the FY22 *Adopted Budget*. The net increase includes a reduction of about \$43,000 in the General Fund because of an interfund loan from the Park Place Building that will be paid off in FY22. The increase also includes \$955,733 increases in Government Services primarily do to \$838,000 for a Regional Broadband Strategy. In Senior and Disability Services, we expect a decrease of \$30,728 due to anticipated reductions in Senior Meal fundraising. In Enterprise Funds we expect a net decrease of \$236,350 due to anticipated reductions in loans and servicing fees.

Transfers In are internal interfund transfers and match Transfers Out. While the net increase of \$857,791 amount is 17.2% more than in the FY22 *Adopted Budget*, the FY22 increase in Transfers In over the FY22 *Revised Budget* is only \$487,851. The net increase is due to a transfer of excess revenue in the Minutes Recorder Fund to the General Fund and a \$2,000 interfund loan payment from the Business Loan Fund to the General Fund; and a net increase of \$398,604 in Senior and Disability Services transfers from Title XIX – Type B Funds to programs like Senior Connections and Senior Meals will be needed to keep up with increased demand for services; and a net increase of \$136,813 in the Business Loan Funds to the Business Administration Fund for better transparency and tracking of administrative costs of the Loan Program.

We expect Beginning Reserves to be 46.5% higher than FY22, due to expected increases of Ending Fund Balances at the close of FY22, including an increase of \$240,407 in the General Fund due to excess Indirect revenue collected in FY21 and set aside for expected shortfall in FY23 as well as \$40,000 set aside as a Technology Reserve; in Government Services Beginning Reserves are often due to timing of project contracts, including transportation. The increase in Senior and Disability Services of \$2,990,960 is due to COVID-19 emergency funding, more Senior Meals fundraising dollars than expected, and difficulty hiring and retaining staff. Enterprise Funds is expected to increase \$499,657 due primarily to fewer than expected loans being disbursed and \$63,406 to reflect actuals in the Park Place Building Fund.

EXECUTIVE DIRECTOR’S BUDGET MESSAGE, Continued

Expenditures

The FY23 *Proposed Budget* reflects an expenditure increase of a net 6.9% or \$3,605,963. This increase matches the increase in revenues as noted previously. The following table provides a comparison between the FY23 *Proposed Budget* and the FY22 *Adopted Budget* by expense type:

EXPENDITURES	Personal Services	Materials & Services	Capital Outlay	Services by Others	Debt Service	Transfers Out	Ending Reserves	Total Budget
FY23 Proposed	\$ 33,165,395	\$ 11,897,011	\$ 730,000	\$ 3,951,850	\$ 438,754	\$ 5,834,146	\$ 17,780,163	\$ 73,797,319
FY22 Adopted	\$ 28,198,368	\$ 8,935,989	\$ 189,000	\$ 1,892,875	\$ 481,507	\$ 4,976,355	\$ 11,082,973	\$ 55,757,067
Dollar Change	\$ 4,967,027	\$ 2,961,022	\$ 541,000	\$ 2,058,975	\$ (42,753)	\$ 857,791	\$ 6,697,190	\$ 18,040,252
Percent Change	17.6%	33.1%	286.2%	108.8%	-8.9%	17.2%	60.4%	32.4%

Personal Services is LCOG’s largest expenditure, with the overall net increase for FY23 proposed at \$4,967,027 or a 17.6% net increase over the FY22 *Adopted Budget*. While this increase represents expected increases in compensation and benefits, the majority of the increase - \$4,425,628 – is attributed to Senior and Disability Services due to difficulties in hiring and retention and the need to increase staff to meet growing demand. There is a proposed decrease in the General Fund of \$125,266 due to moving the Government Services Director position to Special Projects (Broadband) and moving part of my compensation to Indirect. Indirect is proposed to increase \$365,964 which

represents expected increases in compensation and benefits as well as the addition of an HR Manager and an HR/Fiscal Assistant. In Government Services, a proposed increase of \$337,303 includes expected increases and the addition of the Government Services Director after the previous Director retired in FY21. Enterprise Funds includes a decrease of \$61,256 due to the Program Manager retiring and reorganization of staff.

We are proposing a 33.1% net increase in Materials and Services of \$2,961,022, which includes a \$116,158 increase in Indirect to cover occupancy costs due to Government Services staff expanding into the space a tenant previously occupied on the fourth floor of the Park Place Building and some Senior and Disability Services units moving to the same space.

The 286.2% net increase of \$541,000 in Capital Outlay includes a net increase of \$650,000 as a placeholder for the replacement of the HVAC System in the Park Place Building.

The 108.8% decrease in Services by Others of \$2,058,975 is primarily due to reclassification of Materials and Supplies expenses for more transparency and tracking. It also includes a net increase of \$572,329 in Enterprise Funds representing an anticipated increase in business loans.

A 8.9% net decrease in Debt Service is to reflect actuals and the payoff of an interfund loan from the Park Place Building to the General Fund.

Transfers Out always match Transfers In and is explained under the Revenue Section, above.

The 60.4% increase in Ending Reserves of \$6,697,190 is due in part to higher-than-expected Beginning Fund balances (explained under the Revenue Section, above); and includes an increase in Ending Fund Balance in the General Fund of \$266,762 representing the excess Indirect and Technology Reserve. In Government Services, we expect a \$2,089,924 increase due to timing of projects and expected transportation funding being carried over that cannot be spent in one year; a decrease in Senior and Disability Services (\$1,896,481) due to spending down of emergency funds; and fewer loans and a reduction of \$372,690 in the Park Place Building for the replacement of the HVAC System.

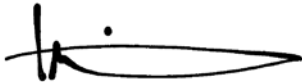
EXECUTIVE DIRECTOR'S BUDGET MESSAGE, Continued

Once again, LCOG has continued to stabilize internal operating costs to maintain reasonable Indirect Rates. While some costs for Central Services have increased, such as Personal Costs and some Materials and Services costs, we have continued to manage these costs responsibly. Indirect rates have increased slightly in FY22 because of the addition of a part-time Human Resources Analyst and Help Desk staff and moving a building management position costs from Senior and Disability Services to Central Services to properly account for those costs. For more information on Indirect costs, see page 41 in the Supplemental Information Section.

I believe this FY23 *Proposed Budget* sets a responsible course for the organization, representing a continued high level of fiscal responsibility. I expect LCOG to continue to make progress on a number of fronts in FY23 to better serve our members, partners, and the citizens of Lane County. LCOG remains financially healthy, with strong reserves and committed staff who helped LCOG survive the impacts of the pandemic.

My sincere thanks to LCOG staff for the amazing work they do every day to help LCOG meet our mission and provide excellent service. I also want to thank Board Chair Heather Buch and Vice-Chair Sonya Carlson, our Board of Directors, our Budget Committee, and our membership for your ongoing support as we continue to evolve into the organization you need and want us to be. As we move toward the new fiscal year, please accept this note as my personal invitation to share your thoughts, concerns, and ideas about how we can better serve our region. I look forward to another year in your service.

Respectfully submitted,



Brendalee S. Wilson
Executive Director

FINANCIAL SECTION

ALL FUNDS

LCOG'S FUNDING BREAKDOWN

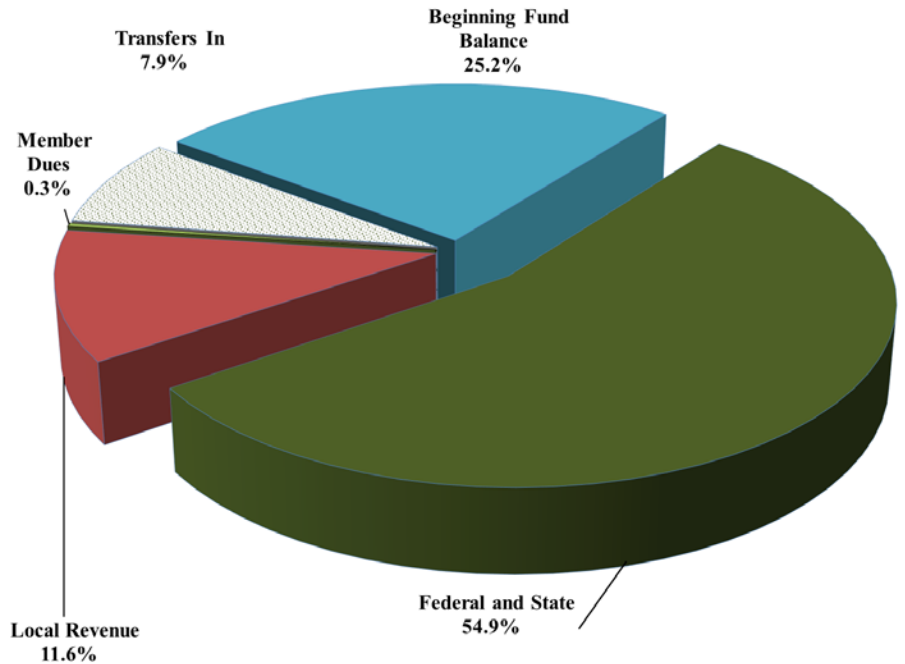
For the Fiscal Year Ending June 30, 2023

Revenues

Current revenues are all revenues available for LCOG operations during the fiscal year, and come from three primary sources: Federal, State, and Local Revenues; Internal Transfers; and Beginning Reserves. The principal sources of current revenues are grant and contract funds. Current revenues percentages per service area: General Fund: 1.24%; Special Revenue Fund: 90.06%; Enterprise Fund: 8.7%.

FY23 Proposed Resources:
\$73,797,319

Federal and State \$40,523,220
Local Revenue \$8,590,730
Member Dues \$227,000
Transfers In \$5,834,146
Beginning Fund Balance
\$18,622,223



Federal and State – 54.9%
 Revenue from federal and/or state grants and contracts and includes Transportation, S&DS Long-Term Care, and Business Financing.

Local Revenue – 11.6%
 Revenue from local contracts, interest, donations, and sales of products.

Local Revenue, Member Dues – 0.3%
 Dues paid by 34 of LCOG's 35 members (LTD does not pay dues).

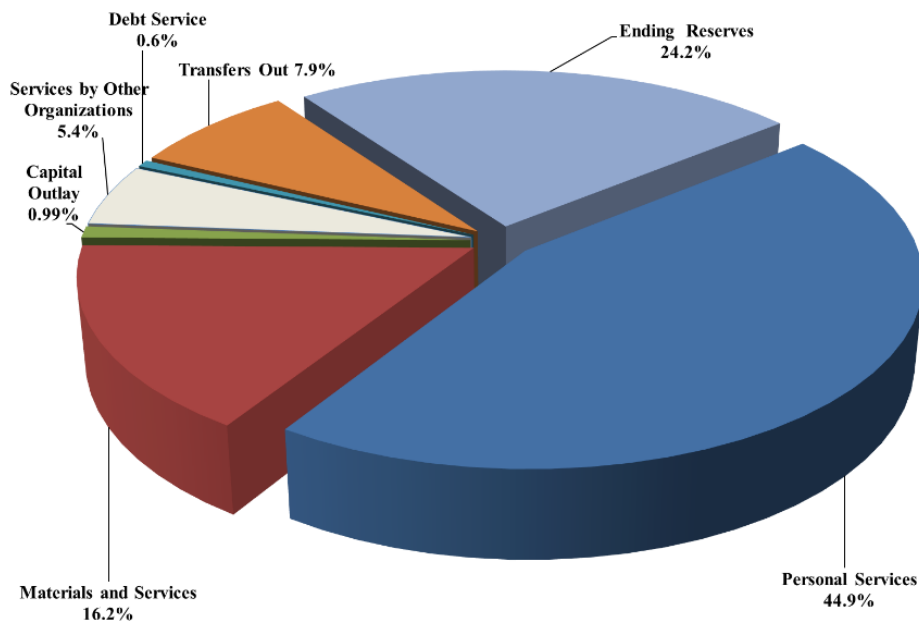
Internal Transfers –7.9%
 Internal Transfers appear as both a resource to the receiving fund and a requirement for the transferring fund in the budget.

Beginning Reserves – 25.2%
 Beginning Fund Balance consists of resources carried forward from previous fiscal years, including grant funds and reserves for specific purposes (e.g., loans, contingency accounts, contract funds).

LCOG'S FUNDING BREAKDOWN, Continued

Expenditures

Current expenditures consist of amounts to be paid out in the current fiscal year by categories defined in budget law. This includes payments for operations, debt service, and services.



**FY23 Proposed Requirements:
\$73,797,319**

**Personal Services \$33,165,395
Materials and Services \$11,897,011
Capital Outlay \$730,000
Services by Other Organizations
\$3,951,850
Debt Service \$438,754
Transfers Out \$5,834,146
Ending Reserves \$17,780,163**

Personal Services – 44.9%

Employee related costs such as compensation, pension, and healthcare costs.

Materials and Services – 16.2%

Includes services, materials, supplies, and other charges ranging from telephones to travel.

Capital Outlay – .99%

These funds provide for major capital improvements.

Services by Other Organizations – 5.4%

Funds paid to other organizations for services or business loans made.

Debt Service – 0.6%

Debt service provides for payments on loans.

Transfers Out – 7.9%

Internal Transfers appear as both a requirement for the transferring fund and a resource to the receiving fund in the budget.

Ending Reserves – 24.1%

These are resources that are not spent during the year but carried over to subsequent year(s). They include reserves, monies for cash flow purposes, and LCOG's Contingency Accounts.

**ALL ORGANIZATIONAL FUNDS
SCHEDULE OF RESOURCES AND REQUIREMENTS
BUDGET COMPARED TO BUDGET AND ACTUAL
For the Fiscal Year Ending June 30, 2023**

FTE	248.18	259.38	264.22	297.47	300.77
	FY20 Actual	FY21 Actual	FY22 Adopted	FY22 Revised	FY23 Proposed
Resources:					
Federal and State	\$ 28,083,339	\$ 28,250,498	\$ 30,399,590	\$ 38,025,590	\$ 40,523,220
Local Revenue	\$ 9,113,907	\$ 9,482,423	\$ 7,445,952	\$ 7,903,291	\$ 8,590,730
Local Revenue - Member Dues	\$ 231,203	\$ 232,977	\$ 223,928	\$ 222,000	\$ 227,000
Transfers In	\$ 4,841,527	\$ 4,048,451	\$ 4,976,355	\$ 5,346,295	\$ 5,834,146
Beginning Reserves	\$ 9,611,177	\$ 12,039,164	\$ 12,711,242	\$ 14,780,203	\$ 18,622,223
Total Resources	\$ 51,881,153	\$ 54,053,513	\$ 55,757,067	\$ 66,277,379	\$ 73,797,319
Requirements:					
Personal Services*	\$ 22,839,276	\$ 22,854,644	\$ 28,198,368	\$ 29,587,758	\$ 33,165,395
Materials and Services*	\$ 8,831,314	\$ 3,506,678	\$ 8,935,989	\$ 10,087,476	\$ 11,897,011
Capital Outlay	\$ 607,272	\$ 5,719,535	\$ 189,000	\$ 274,402	\$ 730,000
Services by Other Organizations	\$ 2,360,832	\$ 4,389,776	\$ 1,892,875	\$ 1,911,817	\$ 3,951,850
Debt Service	\$ 481,499	\$ 481,499	\$ 481,507	\$ 482,145	\$ 438,754
Transfers Out	\$ 4,841,527	\$ 4,048,450	\$ 4,976,355	\$ 5,346,295	\$ 5,834,146
Ending Reserves	\$ 11,919,433	\$ 13,052,931	\$ 11,082,973	\$ 18,587,486	\$ 17,780,163
Total Requirements	\$ 51,881,153	\$ 54,053,513	\$ 55,757,067	\$ 66,277,379	\$ 73,797,319
This schedule includes total service budgets for the three reporting funds: General Fund (page 14), Special Revenue Fund (page 18), and Enterprise Fund (page 25). These reporting funds are for Administration (General Fund), Government Services and Senior and Disability Services (Special Revenue Fund), and Business Services (Enterprise Fund).					
Totals By Services:					
Administration	\$ 1,136,706	\$ 795,280	\$ 694,980	\$ 1,113,494	\$ 904,300
Government Services	\$ 10,842,379	\$ 11,234,130	\$ 13,524,400	\$ 13,280,439	\$ 19,072,951
Senior and Disability Services	\$ 35,137,679	\$ 37,213,441	\$ 35,705,639	\$ 45,772,903	\$ 47,478,056
Business Services	\$ 4,764,389	\$ 4,810,662	\$ 5,832,048	\$ 6,110,543	\$ 6,342,012
Total All Services	\$ 51,881,153	\$ 54,053,513	\$ 55,757,067	\$ 66,277,379	\$ 73,797,319
Indirect (Overhead)	\$ 2,899,808	\$ 3,151,397	\$ 3,759,000	\$ 3,920,373	\$ 4,281,315

*This statement removes the duplicative activities for Indirect/Overhead (Administrative Services) as Indirect expenses also appear as Support Services charges in the receiving subfund. For accuracy we are reporting the origin of those charges in Personal Services and Materials and Services. For more detail, see the Indirect Charges Statement in the Supplemental Information Section of this document (page 41).

**ALL ORGANIZATIONAL FUNDS
FY23 PROPOSED BUDGET COMPARED TO
FY22 ADOPTED AND REVISED BUDGETS
SCHEDULE OF RESOURCES AND REQUIREMENTS
For the Fiscal Year Ending June 30, 2023**

	FY22 Adopted	FY22 Revised	FY23 Proposed	FY22 Revised vs. FY23 Proposed Difference
Resources:				
Federal and State	\$ 30,399,590	\$ 38,025,590	\$ 40,523,220	\$ 2,497,630
Local Revenue	\$ 7,445,952	\$ 7,903,291	\$ 8,590,730	\$ 687,439
Local Revenue - Member Dues	\$ 223,928	\$ 222,000	\$ 227,000	\$ 5,000
Transfers In	\$ 4,976,355	\$ 5,346,295	\$ 5,834,146	\$ 487,851
Beginning Reserves	\$ 12,711,242	\$ 14,780,203	\$ 18,622,223	\$ 3,842,020
Total Resources	\$ 55,757,067	\$ 66,277,379	\$ 73,797,319	\$ 7,519,940
Requirements:				
Personal Services*	\$ 28,198,368	\$ 29,587,758	\$ 33,165,395	\$ 3,577,637
Materials and Services*	\$ 8,935,989	\$ 10,087,476	\$ 11,897,011	\$ 1,809,535
Capital Outlay	\$ 189,000	\$ 274,402	\$ 730,000	\$ 455,598
Services by Other Organizations	\$ 1,892,875	\$ 1,911,817	\$ 3,951,850	\$ 2,040,033
Debt Service	\$ 481,507	\$ 482,145	\$ 438,754	\$ (43,391)
Transfers Out	\$ 4,976,355	\$ 5,346,295	\$ 5,834,146	\$ 487,851
Reserves	\$ 11,082,973	\$ 18,587,486	\$ 17,780,163	\$ (807,323)
Total Requirements	\$ 55,757,067	\$ 66,277,379	\$ 73,797,319	\$ 7,519,940
FTE by Service Area:				
Administration	18.95	20.20	20.27	0.07
Government Services	31.37	32.37	31.12	(1.25)
Senior and Disability Services	212.00	243.00	248.18	5.18
Business Services	1.90	1.90	1.20	(0.70)
Total FTE	264.22	297.47	300.77	3.30

*This statement removes the duplicative activities for Indirect (Overhead) Services as Indirect expenses also appear expenses also appear as internal Support Services charges in the receiving fund. For accuracy we are reporting expenses we are reporting expenses based on the origin of those charges (Personal Services and Materials and Services).

Indirect (Overhead)	\$ 3,759,000	\$ 3,920,373	\$ 4,281,315	\$ 360,942
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GENERAL FUND

**GENERAL FUND – ADMINISTRATION SERVICES
WORK PROGRAM BUDGET
For the Fiscal Year Ending June 30, 2023**

Budget for Funds in this Service Area

General Fund		\$904,300	
	Total:	\$904,300	
Total FTE:			
General Fund		0.40	FTE
	Total:	0.40	FTE

Service Areas funded by General Fund: LCOG Operating

*For information on Indirect, please see information beginning on page 41.

LCOG OPERATING

Service Budget: \$904,300
 Service Funds: General Fund - LCOG Operating
 FTE: 0.40 (Executive Director)

Description

Financing for the tasks described in this section is provided through the agency’s General Fund, which is supported in part by the dues paid by member agencies. LCOG’s Executive Director provides organizational support, professional counsel, and policy recommendations to the Lane Council of Governments’ Board of Directors, Executive Committee, Budget Committee, and Audit Committee, and to LCOG’s members.

For FY23, we propose to move the expenses in the Member Support Services Fund to the LCOG Operating Fund to provide for easier tracking and more transparency. LCOG Members pay annual membership dues. Level 2 members receive 12 hours of member services each year. Expense is incurred when members request services, and the cost of services depends on the specific service requested. At the time of budget development there is no way to identify what services will be requested or which staff will be needed to provide the services. In that FTE/staff are already budgeted in the FTE's home fund, no FTE are associated with this fund.

GENERAL FUND – SUMMARY
SCHEDULE OF RESOURCES AND REQUIREMENTS
BUDGET AND ACTUAL
For the Fiscal Year Ending June 30, 2023

	FY20 Actual	FY21 Actual	FY22 Adopted	FY22 Revised	FY23 Proposed
Resources:					
Local Revenue - Member dues	\$ 231,203	\$ 232,977	\$ 223,928	\$ 222,000	\$ 227,000
Local Revenue - Other Sources	\$ 55,344	\$ 91,855	\$ 45,482	\$ 82,582	\$ 48,300
Local Revenue - Overhead Carryforward	\$ -	\$ -	\$ -	\$ -	\$ -
Transfers In - Member Support Services	\$ 3,580		\$ 13,000	\$ 43,000	\$ - (a)
Transfers In - from Direct Subfunds	\$ -	\$ 34,244	\$ 10,000	\$ -	\$ 12,000
Beginning Reserves	\$ 846,579	\$ 436,204	\$ 402,570	\$ 765,912 (b)	\$ 617,000
Total Resources	\$ 1,136,706	\$ 795,280	\$ 694,980	\$ 1,113,494	\$ 904,300
Requirements:					
Personal Services	\$ 254,722	\$ 260,027	\$ 211,817	\$ 241,817	\$ 111,204 (c)
Materials and Services	\$ 161,210	\$ 152,013	\$ 67,560	\$ 193,060 (d)	\$ 73,580
Capital Outlay	\$ -	\$ -	\$ -	\$ -	\$ -
Transfers Out	\$ 284,570	\$ 4,943	\$ 71,774	\$ 91,774	\$ 108,774 (e)
Ending Reserves - Contingencies	\$ 436,204	\$ 378,297	\$ 343,829	\$ 586,843	\$ 610,742
Total Requirements	\$ 1,136,706	\$ 795,280	\$ 694,980	\$ 1,113,494	\$ 904,300

- (a) Combining Fund 104 with Fund 102 for transparency and easier tracking.
(b) Included expected Indirect Carryover.
(c) Moved Government Services Division Director to Special Projects (Broadband).
(d) Expenses due to COVID-19.
(e) Includes \$50,000 LCOG contribution for update of RLID.

This Schedule excludes Indirect. For details to Indirect, see the Supplemental Information Section on page 41.

SPECIAL REVENUE FUND

SPECIAL REVENUE SUMMARY
SCHEDULE OF RESOURCES AND REQUIREMENTS
BUDGET AND ACTUAL
For the Fiscal Year Ending June 30, 2023

	FY20 <u>Actual</u>	FY21 <u>Actual</u>	FY22 <u>Adopted</u>	FY22 <u>Revised</u>	FY23 <u>Proposed</u>
Resources:					
Federal and State	\$ 28,083,339	\$ 27,735,498	\$ 29,849,590	\$ 37,675,590	\$ 40,248,220
Local Revenue	\$ 7,220,575	\$ 7,508,972	\$ 5,762,863	\$ 6,087,978	\$ 7,045,483
Transfers In	\$ 4,512,755	\$ 3,939,716	\$ 4,825,465	\$ 5,183,333	\$ 5,565,371
Beginning Reserves	\$ 6,163,389	\$ 9,263,385	\$ 8,792,121	\$ 10,106,441	\$ 13,691,933
Total Resources	<u>\$ 45,980,058</u>	<u>\$ 48,447,571</u>	<u>\$ 49,230,039</u>	<u>\$ 59,053,342</u>	<u>\$ 66,551,007</u>
Requirements:					
Personal Services	\$ 20,809,555	\$ 22,417,937	\$ 25,298,692	\$ 26,593,343	\$ 30,061,623
Support Services	\$ 2,858,628	\$ 3,459,834	\$ 3,683,095	\$ 3,843,968	\$ 4,238,020
Materials and Services	\$ 6,719,147	\$ 5,036,470	\$ 6,993,287	\$ 7,987,194	\$ 9,817,401
Capital Outlay	\$ 36,476	\$ -	\$ 189,000	\$ 253,902	\$ 60,000
Services by Other Organizations	\$ 1,785,191	\$ 3,817,776	\$ 1,292,875	\$ 1,611,817	\$ 3,058,850
Debt Service	\$ -	\$ -	\$ -	\$ -	\$ -
Transfers Out	\$ 4,507,676	\$ 3,937,977	\$ 4,763,854	\$ 5,122,081	\$ 5,440,072
Ending reserves	\$ 9,263,385	\$ 9,777,577	\$ 7,009,236	\$ 13,641,037	\$ 13,875,041
Total Requirements	<u>\$ 45,980,058</u>	<u>\$ 48,447,571</u>	<u>\$ 49,230,039</u>	<u>\$ 59,053,342</u>	<u>\$ 66,551,007</u>

This Schedule includes Government Services (page 19) and Senior and Disability Services (page 22).

Total By Service Area:					
Government Services	\$10,842,379	\$11,234,130	\$13,524,400	\$13,280,439	\$19,072,951
Senior and Disability Services	<u>\$35,137,679</u>	<u>\$37,213,441</u>	<u>\$35,705,639</u>	<u>\$45,772,903</u>	<u>\$47,478,056</u>
Total Special Revenue Fund	<u>\$45,980,058</u>	<u>\$48,447,571</u>	<u>\$49,230,039</u>	<u>\$59,053,342</u>	<u>\$66,551,007</u>

GOVERNMENT SERVICES

**SPECIAL REVENUE FUND - GOVERNMENT SERVICES
WORK PROGRAM BUDGET
For the Fiscal Year Ending June 30, 2023**

Budget for Funds in this Service Area

Special Revenue Fund - Government Services Administration	\$591,595
Special Revenue Fund - Planning and Transportation	\$18,111,356
Special Revenue Fund - Local Government Personnel Services	\$370,000
Total:	\$19,072,951

Total FTE:

Government Services Administration	3.2	FTE
Planning and Transportation	1.5	FTE
Local Government Personnel Services	26.42	FTE
Total:	31.12	FTE

Service Areas funded by Special Revenue Fund: Government Services Administration
 Planning and Transportation
 Local Government Personnel Services

LCOG’s Government Services (GS) provides Planning, Transportation, and Labor services to LCOG member agencies, LCOG staff, tribal governments, other government agencies, and the public. Services are funded through intergovernmental agreements, contracts, and federal and state-funded grants and programs.

GOVERNMENT SERVICES ADMINISTRATION

Service Budget: \$591,595
 Service Funds: Special Revenue Funds
 FTE: 3.20

Description

Government Services Administration (GSA) provides management functions necessary for the efficient operation of the Division. In addition, costs that are not billable directly to projects and clients are reported in GSA. These costs cannot be assigned directly to a contract or service agreement and include holiday pay, leaves, administrative meetings, and training time.

PLANNING AND TRANSPORTATION SERVICES

Service Budget: \$18,111,356
 Service Funds: Special Revenue Funds
 FTE: 26.42

Description

Planning, operational, and technical expertise is available in the following program areas: Planning, Transportation, Grant Writing, Community Safety, Legal Services, Geographic Information Systems (GIS), Regional Land Information Database Services (RLID), Telecommunications such as: PAN (Public Area Network), Regional Fiber,

SPECIAL REVENUE FUND – GS WORK PROGRAM BUDGET, Continued

and the Milo Mecham Willamette Internet Exchange (MMWIX), Metro TV Services, Economic Development, and Regional Technology Services. Specific descriptions of the programs within this service area can be found in the Glossary starting on page 44.

LOCAL GOVERNMENT PERSONNEL SERVICES

Service Budget: \$370,000
Service Funds: Special Revenue Funds
FTE: 1.5

Description

Services in this area are funded through member dues and intergovernmental agreements with cities, counties, special districts, councils of government, community colleges, and other local governments. Specifically, services include: technical assistance, labor relations representation, human resource assistance, pre-employment background checks, training, salary surveys, executive evaluations, classification and compensation studies, executive recruitment support, and more.

SPECIAL REVENUE FUND DETAIL – GOVERNMENT SERVICES
SCHEDULE OF RESOURCES AND REQUIREMENTS
BUDGET AND ACTUAL
For the Fiscal Year Ending June 30, 2023

FTE	27.42	29.82	31.37	32.37	31.12
	FY20	FY21	FY22	FY22	FY23
	<u>Actual</u>	<u>Actual</u>	<u>Adopted</u>	<u>Revised</u>	<u>Proposed</u>
Resources:					
Federal and State	\$ 1,987,210	\$ 2,588,058	\$ 4,803,235	\$ 5,000,976	\$ 9,227,289 (a)
Local Revenue	\$ 5,770,983	\$ 6,182,218	\$ 4,498,687	\$ 4,763,135	\$ 5,751,368 (b)
Transfers In	\$ 1,467,568	\$ 897,542	\$ 1,541,526	\$ 1,520,632	\$ 1,504,066
Beginning Reserves	\$ 1,616,618	\$ 1,566,312	\$ 2,680,952	\$ 1,995,696	\$ 2,590,228 (c)
Total Resources	<u>\$ 10,842,379</u>	<u>\$ 11,234,130</u>	<u>\$ 13,524,400</u>	<u>\$ 13,280,439</u>	<u>\$ 19,072,951</u>
Requirements:					
Personal Services	\$ 3,335,493	\$ 3,496,742	\$ 3,942,656	\$ 3,961,880	\$ 4,279,959 (d)
Support Services	\$ 789,023	\$ 1,083,288	\$ 1,005,044	\$ 1,005,053	\$ 968,906
Materials and Services	\$ 3,330,894	\$ 1,460,192	\$ 3,503,339	\$ 4,147,886	\$ 6,075,864 (e)
Capital Outlay	\$ 22,101	\$ -	\$ -	\$ 7,500	\$ -
Services by Other Organizations	\$ 336,067	\$ 2,631,327	\$ 95,001	\$ 122,001	\$ 1,662,731 (f)
Transfers Out	\$ 1,462,489	\$ 895,803	\$ 1,479,915	\$ 1,459,380	\$ 1,378,767
Ending Reserves	\$ 1,566,312	\$ 1,666,778	\$ 3,498,445	\$ 2,576,739	\$ 4,706,724 (c)
Total Requirements	<u>\$ 10,842,379</u>	<u>\$ 11,234,130</u>	<u>\$ 13,524,400</u>	<u>\$ 13,280,439</u>	<u>\$ 19,072,951</u>

Notes:

- (a) Net increase for Transportation projects.
- (b) Net increase due primarily to \$838,000 for Regional Broadband Strategy project.
- (c) Timing of projects.
- (d) Adding Broadband Strategy FTE; normal increases.
- (e) increased rent for Metro TV.
- (f) Includes PassThru for Oregon Housing Authority Survey consultant work.

SENIOR AND DISABILITY SERVICES

SPECIAL REVENUE FUND – S&DS WORK PROGRAM BUDGET
For the Fiscal Year Ending June 30, 2023

Budget for Funds in this Service Area

Special Revenue Fund - S&DS Administration	\$1,533,540
Special Revenue Fund - Medicaid and SNAP - Title XIX	\$35,687,033
Special Revenue Fund - Older Americans Act, Other Funding - Title III	\$10,257,483
Total:	\$47,478,056

Total FTE:

S&DS Administration	3.25	FTE
Medicaid and SNAP - Title XIX	216.58	FTE
Older Americans Act, Other Funding - Title III	28.35	FTE
Total:	248.18	FTE

Service Areas funded by Special Revenue Fund: S&DS Administration
 Medicaid and SNAP - Title XIX
 Older Americans Act, Other - Title III

LCOG’s Senior and Disability Services (S&DS) is the designated Area Agency on Aging and Disability Services (AAA) in Lane County. S&DS has two full-service offices located in Eugene and Florence. Additional small outstations provide limited services in Cottage Grove, Junction City, Oakridge, and Veneta. Federal, state, and local resources, including participants’ fees, donations, proceeds of fundraising activities, private pay services and grant awards, are used to provide services to individuals and families.

The mission S&DS is to “*advocate for older adults and persons with disabilities and to provide to them quality services and information that promote dignity, independence, and choice.*” S&DS staff plan, coordinate, deliver, and advocate for social and health services for persons 60 years of age and over and for persons with physical disabilities (18 to 64 years).

S&DS ADMINISTRATION

Service Budget: \$1,533,540
 Service Funds: Special Revenue Funds
 FTE: 3.25

Description

S&DS Administration provides direct support services to all areas of the division. Services provided include: contract management, administrative services, and the Division Director. Costs are recovered through allocation of expenses for services provided to other funds within S&DS operations.

MEDICAID AND SUPPLEMENTAL NUTRITION ASSISTANCE PROGRAM (SNAP, formerly Food Stamps) – TITLE XIX

Service Budget: \$35,687,683
 Service Funds: Special Revenue Funds
 FTE: 216.58

SPECIAL REVENUE FUND – S&DS WORK PROGRAM BUDGET, Continued

Description

Under contract with the Oregon Department of Human Services, S&DS administers the State’s long-term care, medical assistance / SNAP programs for people age 65 and older and adults with physical disabilities (18 to 64 years) in Lane County. Specifically, Medicaid and SNAP – Title XIX services includes the following program areas: Adult Protective Services, Case Management, Eligibility Determination, Screening and Referral, Home Care Worker Program, Licensing and Monitoring of Adult Foster Homes, and Quality Assurance.

Specific descriptions of the programs within this service area can be found in the Glossary starting on page 44.

OLDER AMERICANS ACT, OTHER GRANTS AND STATE FUNDING – TITLE III

Service Budget: \$10,257,483
Service Funds: Special Revenue Funds
FTE: 28.35

Description

The federal Older Americans Act is the foundation of our country’s older adult aging network known as Title III. Under contract with the state, local service providers, utilizing other local and state funding, provide a wide range of critical outreach services, hunger relief, and energy assistance programs for older adults.

Specifically, Older Americans Act, Other Grants and State Funding - Title III services include the following program areas: Family Caregiver Support, Senior Meals, Living Well, Options Counseling, Oregon Project Independence, Senior Connections, Transportation Coordination, and Oregon Money Management.

Specific descriptions of the programs within this service area can be found in the Glossary starting on page 44.

SPECIAL REVENUE FUND DETAIL – S&DS SERVICES
SCHEDULE OF RESOURCES AND REQUIREMENTS
BUDGET AND ACTUAL
For the Fiscal Year Ending June 30, 2023

FTE	205.82	205.82	212.00	243.00	248.18
	FY20 Actual	FY21 Actual	FY22 Adopted	FY22 Revised	FY23 Proposed
Resources:					
Federal and State	\$ 26,096,129	\$25,147,440	\$ 25,046,355	\$ 32,674,614	\$ 31,020,931 (a)
Local Revenues	\$ 1,449,592	\$ 1,326,754	\$ 1,264,176	\$ 1,324,843	\$ 1,294,115 (b)
Transfers In	\$ 3,045,187	\$ 3,042,174	\$ 3,283,939	\$ 3,662,701	\$ 4,061,305 (c)
Beginning Reserves	\$ 4,546,771	\$ 7,697,073	\$ 6,111,169	\$ 8,110,745	\$ 11,101,705 (d)
Total Resources	<u>\$ 35,137,679</u>	<u>\$37,213,441</u>	<u>\$ 35,705,639</u>	<u>\$ 45,772,903</u>	<u>\$ 47,478,056</u>
Requirements:					
Personal Services	\$ 17,474,062	\$18,921,195	\$ 21,356,036	\$ 22,631,463	\$ 25,781,664 (e)
Support Services	\$ 2,069,605	\$ 2,376,546	\$ 2,678,051	\$ 2,838,915	\$ 3,269,114
Materials and Services	\$ 3,388,253	\$ 3,576,278	\$ 3,489,948	\$ 3,839,308	\$ 3,741,537
Capital Outlay	\$ 14,375		\$ 189,000	\$ 246,402	\$ 60,000 (f)
Services by Other Organizations	\$ 1,449,124	\$ 1,186,449	\$ 1,197,874	\$ 1,489,816	\$ 1,396,119
Transfers Out	\$ 3,045,187	\$ 3,042,174	\$ 3,283,939	\$ 3,662,701	\$ 4,061,305 (c)
Ending Reserves	\$ 7,697,073	\$ 8,110,799	\$ 3,510,791	\$ 11,064,298	\$ 9,168,317
Total Requirements	<u>\$ 35,137,679</u>	<u>\$37,213,441</u>	<u>\$ 35,705,639</u>	<u>\$ 45,772,903</u>	<u>\$ 47,478,056</u>

Notes:

- (a) Expected reductions in state funding.
- (b) Reduction includes fees, fundraising, and grant funds.
- (c) Reduction in emergency funding for Senior Meals requires increase in Type B funds backfill.
- (d) Ongoing issues with recruitment and retention.
- (e) Increasing hiring to meet service level expectations.
- (f) Copiers and placeholder for kitchen equipment.

ENTERPRISE FUND

ENTERPRISE FUND - BUSINESS SERVICES WORK PROGRAM BUDGET, Continued

MINUTES RECORDING SERVICES

Service Budget: \$69,489
Service Funds: Enterprise Fund - Minutes Recording
FTE: 0.10 FTE

Description

Minutes Recording Services are provided to member agencies. A majority of the service costs for this program are provided through contracted labor. Costs are recovered through fees for service.

ENTERPRISE FUND – SUMMARY
SCHEDULE OF RESOURCES AND REQUIREMENTS
BUDGET AND ACTUAL
For the Fiscal Year Ending June 30, 2023

FTE	1.13	1.05	1.90	1.90	1.20
	FY20 Actual	FY21 Actual	FY22 Adopted	FY22 Revised	FY23 Proposed
Resources:					
Federal and State	\$ -	\$ 515,000	\$ 550,000	\$ 350,000	\$ 275,000
Local Revenue	\$ 1,837,988	\$ 1,881,596	\$ 1,637,607	\$ 1,732,731	\$ 1,496,947
Transfers In	\$ 326,192	\$ 74,491	\$ 127,890	\$ 119,962	\$ 256,775
Beginning Reserves	\$ 2,601,209	\$ 2,339,575	\$ 3,516,551	\$ 3,907,850	\$ 4,313,290
Total Resources	\$ 4,765,389	\$ 4,810,662	\$ 5,832,048	\$ 6,110,543	\$ 6,342,012
Requirements:					
Personal Services	\$ 176,592	\$ 176,680	\$ 277,794	\$ 225,831	\$ 216,538
Support Services	\$ 41,181	\$ 46,844	\$ 70,264	\$ 70,264	\$ 51,692
Materials and Services	\$ 570,521	\$ 531,052	\$ 531,848	\$ 519,757	\$ 492,348
Capital Outlay	\$ 570,796	\$ -	\$ -	\$ 20,500	\$ 670,000
Services by Other Organizations - Loans	\$ 654,675	\$ 572,000	\$ 600,000	\$ 300,000	\$ 893,000
Debt Service	\$ 481,499	\$ 481,499	\$ 481,507	\$ 482,145	\$ 438,754
Transfers Out	\$ 49,281	\$ 105,530	\$ 140,727	\$ 132,440	\$ 285,300
Ending Reserves	\$ 2,219,844	\$ 2,897,057	\$ 3,729,908	\$ 4,359,606	\$ 3,294,380
Total Requirements	\$ 4,764,389	\$ 4,810,662	\$ 5,832,048	\$ 6,110,543	\$ 6,342,012

Included in this Schedule are Business Loans and Business Services Administration (page 28), Building Management (page 29), and Minutes Recording Services (page 30).

Business Loans Program/Business Administration	\$ 2,609,113	\$ 2,509,768	\$ 4,082,776	\$ 4,025,337	\$ 4,173,628
Economic Development	\$ 32,497	\$ 27,305	\$ 49,479	\$ 44,404	\$ -
Building Management	\$ 2,155,276	\$ 2,155,276	\$ 1,626,962	\$ 1,952,375	\$ 2,098,895
Minutes Recording	\$ 92,784	\$ 118,313	\$ 72,831	\$ 88,427	\$ 69,489
Total: Enterprise Fund	\$ 4,889,670	\$ 4,810,662	\$ 5,832,048	\$ 6,110,543	\$ 6,342,012

Notes: For details to the outstanding debt, see the Supplemental Information Section of this document on page 39.

**BUSINESS LOAN PROGRAM
BUILDING MANAGEMENT PROGRAM
MINUTES RECORDING**

ENTERPRISE FUND DETAIL – BUSINESS LOAN PROGRAM
SCHEDULE OF RESOURCES AND REQUIREMENTS
BUDGET AND ACTUAL
For the Fiscal Year Ending June 30, 2023

FTE	0.93	0.93	1.70	1.70	1.00
	FY20 Actual	FY21 Actual	FY22 Adopted	FY22 Revised	FY23 Proposed
Resources:					
Federal and State	\$ -	\$ 515,000	\$ 550,000	\$ 350,000	\$ 275,000 (a)
Local Revenue	\$ 921,380	\$ 1,881,596	\$ 665,910	\$ 842,770	\$ 429,560 (b)
Transfers In	\$ 45,192	\$ 74,491	\$ 127,890	\$ 119,962	\$ 256,775 (c)
Beginning Reserves	<u>\$ 1,642,541</u>	<u>\$ 2,339,575</u>	<u>\$ 2,738,976</u>	<u>\$ 2,712,605</u>	<u>\$ 3,212,293</u>
Total Resources	<u><u>\$ 2,609,113</u></u>	<u><u>\$ 4,810,662</u></u>	<u><u>\$ 4,082,776</u></u>	<u><u>\$ 4,025,337</u></u>	<u><u>\$ 4,173,628</u></u>
Requirements:					
Personal Services	\$ 162,793	\$ 176,680	\$ 247,880	\$ 195,917	\$ 187,225 (d)
Support Services	\$ 40,095	\$ 46,844	\$ 62,466	\$ 62,466	\$ 44,691
Materials and Services	\$ 83,432	\$ 531,052	\$ 35,347	\$ 35,981	\$ 5,130
Services by Other Organizations	\$ 654,675	\$ 572,000	\$ 600,000	\$ 300,000	\$ 893,000 (e)
Debt Service	\$ 122,172	\$ 481,499	\$ 122,180	\$ 122,180	\$ 122,172 (f)
Transfers Out	\$ 44,599	\$ 105,530	\$ 118,810	\$ 96,500	\$ 258,775 (c)
Ending Reserves	<u>\$ 1,501,347</u>	<u>\$ 2,897,057</u>	<u>\$ 2,896,093</u>	<u>\$ 3,212,293</u>	<u>\$ 2,662,635</u>
Total Requirements	<u><u>\$ 2,609,113</u></u>	<u><u>\$ 4,810,662</u></u>	<u><u>\$ 4,082,776</u></u>	<u><u>\$ 4,025,337</u></u>	<u><u>\$ 4,173,628</u></u>

This Schedule includes Business Services Administration Fund.

Notes:

- (a) Remainder of the federal Economic Development Agency (EDA) Grant loan funds.
- (b) Expected revenue from loans and processing fees.
- (c) Clarifying where Administration support funds are from.
- (d) New Program Manager.
- (e) Anticipated Loans
- (f) For detail on loans, see Debt Schedule in the Supplemental Section of this document in page 39.

ENTERPRISE FUND DETAIL – BUILDING MANAGEMENT PROGRAM
SCHEDULE OF RESOURCES AND REQUIREMENTS
BUDGET AND ACTUAL
For the Fiscal Year Ending June 30, 2023

FTE	0.03	0.03	0.05	0.05	0.10
	FY20 Actual	FY21 Actual	FY22 Adopted	FY22 Revised	FY23 Proposed
Resources:					
Local Revenue - Rental Income	\$ 516,971	\$ 555,967	\$ 479,069	\$ 461,033	\$ 479,067
Local Revenue - Occupancy	\$ 398,150	\$ 398,083	\$ 410,128	\$ 346,428	\$ 538,320 (a)
Local Revenue - Interest Earned	\$ 1,487	\$ 278	\$ -	\$ -	\$ -
Transfers In	\$ 280,000	\$ -	\$ -	\$ -	\$ -
Beginning Reserves	\$ 958,668	\$ 870,682	\$ 737,765	\$ 1,144,914	\$ 1,081,508
Total Resources	\$ 2,155,276	\$ 1,825,010	\$ 1,626,962	\$ 1,952,375	\$ 2,098,895
Requirements:					
Personal Services	\$ 13,799	\$ 9,006	\$ 10,291	\$ 10,291	\$ 18,613 (b)
Support Services	\$ 1,086	\$ 2,060	\$ 2,593	\$ 2,593	\$ 4,447
Materials and Services	\$ 487,089	\$ 468,827	\$ 454,043	\$ 449,776	\$ 445,418
Capital Outlay	\$ 570,796	\$ -	\$ -	\$ 20,500	\$ 670,000 (c)
Debt Service	\$ 359,327	\$ 197,983	\$ 359,327	\$ 359,965	\$ 316,582 (d)
Transfers Out	\$ 4,682	\$ 2,219	\$ 4,141	\$ 1,207	\$ 16,525 (e)
Ending Reserves	\$ 718,497	\$ 1,144,915	\$ 796,567	\$ 1,108,043	\$ 627,310 (f)
Total Requirements	\$ 2,155,276	\$ 1,825,010	\$ 1,626,962	\$ 1,952,375	\$ 2,098,895

(a) Increased Occupancy includes S&DS and expanded Government Services space LCOG pays to occupy space in Park Place Building.

(b) Government Services Director's time to manage building and HVAC Upgrade project.

(c) Includes \$650,000 for HVAC replacement and \$20,000 for regular maintenance.

(d) For information on debt service, see Supplemental Information Section on page 40.

(e) To cover Government Services Administration Expenses.

(f) Includes \$372,690 withdrawal from Capital Contingency Account for HVAC upgrade.

ENTERPRISE FUND DETAIL – MINUTES RECORDING SERVICES
SCHEDULE OF RESOURCES AND REQUIREMENTS
BUDGET AND ACTUAL
For the Fiscal Year Ending June 30, 2023

FTE	0.05	0.05	0.04	0.04	0.10
	FY20 <u>Actual</u>	FY21 <u>Actual</u>	FY22 <u>Adopted</u>	FY22 <u>Revised</u>	FY23 <u>Proposed</u>
Resources:					
Local Revenues	\$ 82,384	\$ 77,126	\$ 50,000	\$ 50,000	\$ 50,000
Beginning Reserves	<u>\$ 10,400</u>	<u>\$ 41,187</u>	<u>\$ 22,831</u>	<u>\$ 38,427</u>	<u>\$ 19,489</u>
 Total Resources	 <u>\$ 92,784</u>	 <u>\$ 118,313</u>	 <u>\$ 72,831</u>	 <u>\$ 88,427</u>	 <u>\$ 69,489</u>
Requirements:					
Personal Services	\$ 4,290	\$ 4,355	\$ 5,538	\$ 5,538	\$ 10,700 (a)
Support Services	\$ 1,300	\$ 1,100	\$ 1,000	\$ 1,000	\$ 2,554
Materials and Services	\$ 46,007	\$ 44,431	\$ 40,400	\$ 32,400	\$ 41,800 (b)
Transfers Out	\$ -	\$ 30,000	\$ 10,000	\$ 30,000	\$ 10,000 (c)
Ending Reserves	<u>\$ 41,187</u>	<u>\$ 38,427</u>	<u>\$ 15,893</u>	<u>\$ 19,489</u>	<u>\$ 4,435</u>
 Total Requirements	 <u>\$ 92,784</u>	 <u>\$ 118,313</u>	 <u>\$ 72,831</u>	 <u>\$ 88,427</u>	 <u>\$ 69,489</u>

(a) Increase in FTE to manage program.

(b) Contract Services increased expense - minutes recorders are contractors, not employees.

(c) Excess revenue is transferred to General Fund.

SUPPLEMENTAL INFORMATION

FY22 BUDGET ASSUMPTIONS

For the Fiscal Year Ending June 30, 2023

NOTE: The Board adopted these Assumptions in January 2022. Any changes to what was assumed are included in the Proposed Budget.

Overall Guiding Principles for the FY23 Budget

- LCOG will continue to take all actions to ensure the safety of its staff and the public we serve against any threats from COVID-19.
 - LCOG will continue to stabilize the General Fund.
 - LCOG will continue to build reserves that are consistent with reserve policies adopted by the Board.
 - LCOG will continue to stabilize Indirect rates, while making sure the rates accurately reflect actual internal costs and are in line with OMB Circular A87.
 - To the maximum extent possible, all direct programs and contracts will be self-supporting. LCOG General Fund dollars will only be used to support programs and contracts when required as match or to provide temporary support to a program or to support a strategic initiative that has received prior approval from the Executive Director.
 - LCOG will continue to balance its budget and will continue to ensure a stable budget, consistent with Board adopted policies.
-

1. Member Dues:

LCOG has a two-tier Member Dues structure with each level having a minimum dues amount. Level 2 provides the member with 12 hours of staff time. Dues are calculated on a base rate. FY22 base rates were: 0.23 for the County; 0.414 for cities; 0.113 for school districts and utilities. The annual dues amount is calculated using population, enrollment, and service customers, as applicable. Special Districts are either \$500 or \$1,000, depending on Level chosen. The total dues amount was estimated to be about \$230,000 – an increase of about \$6,000 over the previous year due to population changes.

For FY 23, I recommended we keep the FY23 rate structure the same because the new dues structure is serving LCOG's members well and there is so much uncertainty right now. The base rates, however, could be adjusted to reset the dues so that discounts are removed, and the dues amount keeps up with expenses. A recommendation was presented to the Exec Committee at their January meeting, and they approved recommending those rates to the LCOG Board on January 27, 2022.

2. Employee Compensation:

The current Employees Association (EA) Collective Bargaining Agreement (CBA) expires on December 31, 2023. The current SEIU CBA expires on June 30, 2022.

Both CBAs currently provide for a COLA on July 1, 2022, based on the five-year average CPI-W. The EA CBA provides, however, if the five-year average is 2.5% or higher, bargaining will be re-opened. The current SEIU CBA provides for a 2.0% minimum and a 3.10% maximum.

For the CPI-W West, Size Class B/C Average of the five prior years, with 59 of the 60 months reported, the 5-year average is 2.92%. While we are still waiting on December 2021, using November 2021 (7.6%), the 5-year average looks like it will be 2.99%. Accordingly, while we do not know the COLA for FY23, we will build the budget on a 2.99% COLA.

Budget Assumptions, Continued

LCOG is in the process of completing a Salary Survey for SEIU employees, per the current Collective Bargaining Agreement. Salaries will be adjusted per the results of the survey. Any increase will be used to build the FY23 budget.

In FY23, merit increases are expected to increase total compensation for LCOG employees. Employees who are performing satisfactorily are eligible for 3.5% annual merit increases; employees who are at the top step of their salary range currently receive an annual top step bonus of \$500 if they are performing satisfactorily. We will build the budget assuming satisfactory performance by all employees. Currently, 270 of the approximately 290 employees are not at the top step of their salary range in FY23.

The Executive Director's compensation is set by the LCOG Board under a contract. The current contract expires June 30, 2023 and will be re-evaluated in the spring of 2022. The FY23 budget will be built based on the contract provisions in the current contract.

3. PERS:

PERS issues rates every two years and the 2021-23 rates, which apply to FY23, are as follows:

- Tier 1 / Tier 2: 25.40%.
- OPSRP: 20.78%.

Because of increases in salary, the contribution amount required by LCOG to be remitted to PERS will increase and we will budget for that amount once we know what our total salary expense will be for FY23.

4. Health Insurance:

LCOG has two health plans for employees to choose from: the Regence plan is a high-deductible plan and requires an employer-paid contribution into a Health Reimbursement Account (HRA). The Kaiser plan, which is a co-pay plan, does not include an HRA.

Our health Insurance premiums increased by 5% for Regence and Kaiser on January 1, 2022. The cost of health care for the second half of FY23 is currently unknown. For this reason, we will estimate the costs for the second half of FY23 at an increase of 5%. Should health insurance costs increase beyond what is assumed, LCOG will present the increase as part of its Revised FY23 Budget for Board approval in the spring of 2022. Both EA and SEIU Employees pay 5.0% cost-share for health insurance premiums. Our dental insurance premiums have increased by 3%.

5. Other Insurance:

General Liability Insurance: For FY23, we expect premiums to increase by 8% to 15%, which is double FY22's increase. These increases are based on employment practices and auto liability claims. The higher deductible plan we switched to two years ago saves us on the premium, but these are steep increases. We will budget for a 15% increase which is about \$12,500.

Property Liability Insurance: For FY23, we expect premiums to increase by 10% to 15% which is half of FY22's increases. We will budget for a 15% increase which is about \$2,240.

Workers' Compensation Insurance: We will not know our FY23 rates until spring of 2022, but our carrier expects a 3% to 5% increase. We will budget for a 5% increase which is about \$2,650.

Budget Assumptions, Continued

Overall increases in the above insurance amounts to approximately a \$20,000 increase over \$147,000 in FY22.

Life and Long-Term Disability rates are expected to remain the same as in FY22.

6. Contingency Accounts:

Operations Contingency Account: Board policy requires the Operations Contingency Account to be funded at a level reflecting one quarterly mortgage payment and two month's salary.* For FY22 these amounts were \$232,273 and \$79,146, respectively, totaling \$311,418. While we will not know the total amount for FY22 until we build the Proposed Budget, I recommend we fund the Account at the amount the policy formula requires.

*The two month's salary is of non-federal, non-state, and non-grant supported personnel.

Capital Contingency Account: While there is no funding level requirement for this Account, all excess revenues from the Park Place Building have been placed in this Account. I recommend that practice continue. Currently, there is \$675,500 in the Capital Contingency Account.

7. Equipment and Training:

LCOG will provide effective workspace, equipment, and training to enable employees to be productive and effective, especially since we expect the majority of our employees to continue to work remotely.

8. Government Services:

We will continue to stabilize our billing rates, making sure our rates cover our costs and keep us competitive and affordable. We will also continue to ensure our billing invoices are transparent and standardized.

9. Senior and Disability Services:

Following long term emergencies and system changes at the State level, LCOG will continue to find efficiencies in Senior and Disability Services (S&DS) to address the large workload while continuing to provide services at levels required and expected.

S&DS has two primary sources of funding. First, as a Type B Transfer agency, S&DS has a contract with Oregon's Department of Human Services to provide Medicaid and Food Stamp services to seniors and people with disabilities in Lane County. Second, as an Area Agency on Aging, S&DS receives funding through the Older Americans Act (OAA).

In FY21 and FY22, the State has implemented significant systems changes and updates that, in the face of the pandemic, have an ongoing impact to funding and staffing levels. This additional staff time and investment is contemplated to have significant statewide budget impacts through the fiscal year and coming out of FY22.

As FY22 started a new biennium of funding approved through the 2021 Legislative Session, additional funding for staffing across the state was provided. As a result, we will continue to implement increases to staffing levels in FY22 and FY23 to ensure long term sustainability. However, as a result of contract delays in FY22, and a pending application for a 1115 Federal Demonstration waiver that will impact Oregon Project Independence funding allocations, the long-term budgetary impacts of state actions will not be clear until Fall of 2022.

Given the uncertainty, we will budget FY23 with only a slight increase reflecting the funds we will receive in FY22. Should the allocation change significantly, we will adjust accordingly.

Budget Assumptions, Continued

10. Enterprise Services:

We will continue to strategize how to grow the Business Loan Program into a more sustainable program and we will continue to stabilize our Minutes Recorder Program billing rates, making sure our rates cover our costs and keep us affordable. While the Local Government Personal Services Program is not currently an Enterprise Fund, as we continue to market and grow the Program into a sustainable and valuable service, the plan is to move it to the Enterprise Fund in the future so it can be run as a business.

Since the beginning of the Pandemic in March of 2020, LCOG has been impacted by the COVID-19 pandemic, resulting in some revenue loss, especially for the Park Place Building. LCOG lost \$86,000 in rental income over the past two years and had an increase in janitorial costs of \$10,000. In addition, the replacement of the HVAC System for the Park Place Building was delayed due to impacts of COVID on contractors. We will include an updated maintenance and preservation schedule for the Park Place Building in the FY23 budget once we have information back from contractors on the cost of replacement.

GOALS FOR FY23
BY ORGANIZATIONAL SERVICE UNIT
For the Fiscal Year Ending June 30, 2023

Each year LCOG sets a high-level set of goals and priorities to help shape its activities for the next year. The goals are not meant to be a comprehensive list of all activities, but rather to articulate priority activities for the agency in FY23.

EXECUTIVE MANAGEMENT

- Keep LCOG nimble and continually look for innovative and enterprising ways to support member agencies and the citizens they serve in this dynamic change centric environment.
- Continue to balance the budget and maintain services post-COVID-19.
- Begin Phase 1 of HVAC replacement in the Park Place Building.
- Continue to look for ways that LCOG could broker cost points for members.
- Continue integrating and building upon equity and diversion work.
- Continue management training.
- Continue to revise telework policies for future work model.
- Strengthen LCOG’s partnerships with members.

ADMINISTRATION AND FISCAL

- Work towards our 5th Government Finance Officers Association (GFOA) Award for Excellence in Financial Reporting for the fiscal year ending June 30, 2022.
- Continue to cross-train staff to provide complete coverage of critical functions.
- Continue to maintain and ensure internal control compliance over general ledger, cash management, and employee compensation.
- Provide key support to the Executive Director during the budget process.
- Provide quarterly fund financial reports to Board and Executive Committee.

HUMAN RESOURCES

- Revise Personnel Policies and Procedures to adapt to new working conditions created by the COVID-19 emergency.
- Support management and staff as employees return to work via in-person, telework, or hybrid models.
- Continue to reduce Workers’ Compensation claims, as we move from CIS to CIS/SAIF joint coverage.
- Continue to monitor health care costs and potential savings resulting from plan changes.
- Finalize updating all Government Services and Administrative Services Position Descriptions at the agency.
- Plan and hold annual benefits and health fair for employees.
- Implement new Collective Bargaining Agreements with the SEIU for S&DS employees starting July 1, 2022 (the current CBA expires June 30, 2022).
- Conduct a compensation survey for Employees Association-represented employees (staff at Government Services and Administrative Services) by December 31, 2022.
- Continue to provide HR Technical Assistance to Local Government Personnel Services (LGPS) as that program grows.
- Plan for a non-represented classification and compensation study.
- Begin preparations for Oregon Paid Family and Medical Leave, which starts in 2023.

GOALS, Continued

INFORMATION SERVICES

- Design and publish an LCOG 3 to 5-year Strategic Infrastructure Technology Plan to outline the roadmap for maintaining and supporting LCOG's expanding datacenter infrastructure. The program's goal is to maximize features and functionality in the most cost-effective and future-proof way.
- Develop Broadband/Cybersecurity Strategic Plans preparing the agency to take advantage of expected regional, state and federal grant funding opportunities.
- Engage stakeholders in a discovery process for evaluating the next generation of LCOG's Phone System/Communications Platform.

GOVERNMENT SERVICES – PLANNING, TRANSPORTATION, AND METRO TV

- Add new members to the telecom consortium and shared telecom system, reducing costs for all participating agencies, increasing purchasing power, and modernizing and stabilizing public telecom throughout the region
- With the expansion of the Interconnection Facility at Park Place complete, work with regional strategic partners to successfully deploy the new resources; begin by rebranding and adding tenants to the new "Interconnection Facility at Park Place" (formerly "The WIX").
- Refine the business systems for managing the Interconnection Facility at Park Place, Middle Mile, and PAN to ensure the greatest confidence, efficiency and return on investment for participating partners.
- Finalize the Broadband Regional Strategy, including the development of "shovel ready" projects to leverage potential federal and state infrastructure funding; facilitate multi-County Broadband Feasibility Study projects and convene steering committee for development of broadly supported next steps around fiber and broadband.
- Implement RLID version 4, based on the requirements and design concepts we have developed in FY22.
- Continue pursuing opportunities for broadcasting Metro TV over the air and expand support for members' use of streaming meetings and events.
- Continue to work towards collaboration with regional education institutions on reestablishing a vibrant regional Educational PEG channel.
- Continue to expand current and long-range planning services to meet the growing demand of member and non-member communities in need of assistance.
- Continue expanding the Safe Lane Coalition program through branding, public outreach, and funding small enforcement and education programs across Lane County. Raise awareness of safety issues on our transportation network to reduce fatal and severe crashes.
- Continue work on a pilot planning process that combines the Regional Transportation Plan, safety planning, Congestion Management Process, and Regional Intelligent Transportation Systems
- Continue transit service from Eugene to Florence and continue service from Florence to Yachats and work with regional partners on the development of other needed routes.
- Develop a long-range Transit Development Plan (TDP) for Link Lane service in Lane County.
- Develop an Active Transportation Plan for the Central Lane MPO.
- Update the Central Lane MPO's Public Involvement Plan.
- Develop the Central Lane MPO's second 10-year Air Quality Limited Maintenance Plan.
- Update MPO Policy Board and Advisory Committee Bylaws.
- Update Title VI Plan.
- Develop new activity-based transportation system model.
- Continue transition of regional Transportation Options (TO) program to LCOG. Expand metropolitan and rural TO and Safe Routes to Schools (SRTS) programs and activities.
- Address the MPO's Planning Factor 9 requiring the MPO to consider how they will "improve the resiliency and reliability of the transportation system and reduce or mitigate stormwater impacts of surface transportation." Addressing resiliency and reliability will focus on several elements, including the development of a local and regional Emergency Transportation Route network and more.

GOALS, Continued

- Incorporate eight new Federal Transit Administration (FTA) and Federal Highway Administration (FHWA) Planning Emphasis Areas (PEAs) into the MPO's transportation planning process.
- Further develop and refine strategies for increasing legal services/attorney capacity to meet the growing need in small agencies for general legal services and specific land use and hearings official services for agencies of all sizes.
- Continue building LGPS into a successful portfolio of services, increasing state-wide awareness of the services and, surveying customers to continually improve service quality.
- Continue to streamline timekeeping and invoicing within LGPS to foster relationships with members and future members
- Continue the work of the Diversity, Equity, Inclusion & Belonging Committee to define actionable objectives both within and outside of LCOG.
- Continue to explore regional Unity Lending opportunities and grow the portfolio of LCOG's business loan program.

SENIOR AND DISABILITY SERVICES

- Focus on employee engagement through a formal committee and through ongoing collaboration in order to ensure S&DS remains an employer of choice in the community.
- Support staff retention and a positive work culture that promotes employee wellbeing as an integral part of exceptional service delivery.
- Work in collaboration with our community partners to reduce barriers for consumers with additional risk factors that pose a challenge to accessing and maintaining services.
- Invest additional focus on our internal and external equity strategies to ensure responsive service deliver. Prioritize engaging our staff through an equity committee to help us ensure our practices are inclusive, support and promote diversity, and reduce implicit bias.
- Involve S&DS management, at all levels, in the managing and accountability of our divisions budget.
- Continue developing and implementing a continuity of operations and emergency response plan for the S&DS Division.
- Broaden and further develop community partnerships and creative funding sources to enhance and expand services in a sustainable manner.
- Expand fundraising strategies for Senior Meals, Senior Connections, and to address funding gaps in service based on additional consumer needs.
- Encourage continuous improvement ideas from staff and implement those ideas, when feasible, utilizing our revived Continuous Improvement committee.
- Work to achieve the goals in the Area Plan on Aging and develop internal monitoring and reporting strategy to ensure consistent progress on those goals.

BUSINESS SERVICES

- Move the Economic Development Fund from the Enterprise Fund to Government Services to provide more support to the Program.
- Revitalize the Business Loan Program.
- Collaborate with regional economic development partners on business lending and strategies to create strategy for the future of the lending program.
- Seek opportunities to focus small business loans to help small businesses to recover from the COVID-19 emergency and create new jobs.
- Coordinate with the Cascades West Council of Governments and the Lane Economic Committee to implement the Comprehensive Economic Development Strategy (CEDS).

TRANSFERS

For the Fiscal Year Ending June 30, 2023

TRANSFERS OUT		Amount
General Fund		
From General Fund - To:		
102	201 Government Services Admin	\$ 1,500
102	206 LGDC	\$ 107,274
Total General Fund - Transfer Out:		\$ 108,774
Special Revenue Funds		
From Special Revenue Fund Government Services - To:		
204	201 Government Services Admin	\$ 21,678
206	201 Government Services Admin	\$ 173,921
207	201 Government Services Admin	\$ 53,883
208	201 Government Services Admin	\$ 21,804
211	201 Government Services Admin	\$ 21,808
212	201 Government Services Admin	\$ 1,874
214	201 Government Services Admin	\$ 14,466
217	201 Government Services Admin	\$ 14,500
218	201 Government Services Admin	\$ 1,230
219	201 Government Services Admin	\$ 52,000
220	201 Government Services Admin	\$ 10,951
221	201 Government Services Admin	\$ 1,101
222	201 Government Services Admin	\$ 69,231
228	201 Government Services Admin	\$ 4,000
229	201 Government Services Admin	\$ 517
235	201 Government Services Admin	\$ 308
242	201 Government Services Admin	\$ 14,647
243	201 Government Services Admin	\$ 7,418
244	201 Government Services Admin	\$ 2,521
248	201 Government Services Admin	\$ 29,224
331	201 Government Services Admin	\$ 2,000
204	221 Transportation Services Admin	\$ 6,584
219	221 Transportation Services Admin	\$ 531,019
220	221 Transportation Services Admin	\$ 270,669
222	221 Transportation Services Admin	\$ 27,643
229	221 Transportation Services Admin	\$ 22,473
248	221 Transportation Services Admin	\$ 1,297
Total Special Revenue Funds (Govt Svcs) - Transfers Out:		\$ 1,378,767
From Special Revenue Fund Senior and Disability Services - To:		
270	267 Senior Connections	\$ 500
282	267 Senior Connections	\$ 370,785
296	267 Senior Connections	\$ 697,367
269	268 Senior Meals	\$ 653,293
283	268 Senior Meals	\$ 374,223
284	268 Senior Meals	\$ 306,650
288	268 Senior Meals	\$ 98,390
289	268 Senior Meals	\$ 25,125
293	268 Senior Meals	\$ 34,500
294	268 Senior Meals	\$ 15,000
269	273 Meal Prep	\$ 17,000
296	278 LIHEAP	\$ 19,433
279	269 Senior Meals Fundraising	\$ 106,579
296	271 Money Management	\$ 45,594
282	281 Title III - Area Plan Admin	\$ 52,332
283	281 Title III - Area Plan Admin	\$ 41,580
284	281 Title III - Area Plan Admin	\$ 49,850
286	281 Title III - Area Plan Admin	\$ 33,578
293	281 Title III - Area Plan Admin	\$ 98,532
294	281 Title III - Area Plan Admin	\$ 41,140
296	281 Title III - Area Plan Admin	\$ 979,854
Total Special Revenue Funds (S&DS) - Transfers Out:		\$ 4,061,305
Enterprise Funds		
From Enterprise Fund Business Loans - To:		
302	391 Business Services Admin	\$ 47,034
303	391 Business Services Admin	\$ 88,094
304	391 Business Services Admin	\$ 551
306	391 Business Services Admin	\$ 11,004
308	391 Business Services Admin	\$ 66,056
309	391 Business Services Admin	\$ 44,036
391	102 General Fund	\$ 2,000
From Enterprise Fund Park Place Building - To:		
321	391 Government Services Admin	\$ 16,525
From Enterprise Fund Minutes Recorder - To:		
332	102 General Fund	\$ 10,000
Total Enterprise Funds - Transfers Out:		\$ 285,300
TOTAL TRANSFER OUT ACTIVITY		\$ 5,834,146

TRANSFERS IN		Amount
General Fund		
To General Fund - From:		
102	332 Minutes Recorder	\$ 10,000
102	391 Business Loans	\$ 2,000
Total General Fund - Transfers In:		\$ 12,000
Special Revenue Funds		
To Special Revenue Fund Government Services Admin - From:		
201	102 General Fund	\$ 1,500
201	204 Community Safety	\$ 21,678
201	206 LGDC	\$ 173,921
201	207 GIS Other	\$ 53,883
201	208 Hearing Official	\$ 21,804
201	211 OR Emergency Mgmt & State Police	\$ 21,808
201	212 Publications/Information (Lane Info Center)	\$ 1,874
201	214 RTS Other	\$ 14,466
201	217 Special Projects	\$ 14,500
201	218 Tax Collections	\$ 1,230
201	219 Transportation Operations	\$ 52,000
201	220 Transportation Projects	\$ 10,951
201	221 Transportation Services Administration	\$ 1,101
201	222 Urban Regional Planning	\$ 69,231
201	228 Local Government Personnel	\$ 4,000
201	229 Transit	\$ 517
201	235 Metro TV	\$ 308
201	242 Public Area Network (PAN)	\$ 14,647
201	243 Telecommunications Operations	\$ 7,418
201	244 Telecommunications Management	\$ 2,521
201	248 MMWIX	\$ 29,224
201	331 Economic Development	\$ 2,000
201	321 Park Place Building	\$ 16,525
To Special Revenue Fund LGDC - From:		
206	102 General Fund	\$ 107,274
To Special Revenue Fund Transportation Services Admin - From:		
221	204 Community Safety	\$ 6,584
221	219 Transportation Operations	\$ 531,019
221	220 Transportation Projects	\$ 270,669
221	222 Urban Regional Planning	\$ 27,643
221	229 Transportation - Transit	\$ 22,473
221	248 Willamette Internet Exchange	\$ 1,297
Total Special Revenue Funds (Govt Svcs) - Transfers In:		\$ 1,504,066
To Special Revenue Fund S&DS, Senior Connections - From:		
267	270 Senior Connections Fundraising	\$ 500
267	282 Title III-B	\$ 370,785
267	296 Title XIX - Type B Funds	\$ 697,367
To Special Revenue Fund S&DS, Senior Meals - From:		
268	269 Senior Meals Fundraising	\$ 653,293
268	283 Title III-C-1	\$ 374,223
268	284 Title III-C-2	\$ 306,650
268	288 Title III-USDA/NSIP	\$ 98,390
268	289 Intergovernment Human Svcs	\$ 25,125
268	293 Title III-Oregon Project	\$ 34,500
268	294 Title III-OPI Pilot	\$ 15,000
To Special Revenue Fund S&DS, Senior Meals Fundraising - From:		
269	279 MOW Combined Fundraising	\$ 106,579
To Special Revenue Fund S&DS Money Management - From:		
271	296 Title XIX - Type B Funds	\$ 45,594
To Special Revenue Fund S&DS Meal Prep - From:		
273	269 Senior Meals Fundraising	\$ 17,000
To Special Revenue Fund S&DS LIHEAP - From:		
278	296 Title XIX - Type B Funds	\$ 19,433
To Special Revenue Fund S&DS Title III Area Plan Admin - From:		
281	282 Title III-B	\$ 52,332
281	283 Title III-C1	\$ 41,580
281	284 Title III-C2	\$ 49,850
281	286 Title III-E	\$ 33,578
281	293 OPI	\$ 98,532
281	294 OPI Pilot	\$ 41,140
281	296 Title XIX - Type B Funds	\$ 979,854
Total Special Revenue Funds (S&DS) - Transfers In:		\$ 4,061,305
Enterprise Funds		
To Enterprise Fund Business Services Administration - From:		
391	302 BS - EDA	\$ 47,034
391	303 BS - IRP/RBDF	\$ 88,094
391	304 BS - RIB	\$ 551
391	306 BS - SBA 504	\$ 11,004
391	308 BS - EDA 2	\$ 66,056
391	309 BS - EDA 3	\$ 44,036
Total Enterprise Funds - Transfers In:		\$ 256,775
TOTAL TRANSFER IN ACTIVITY		\$ 5,834,146

LONG-TERM DEBT SCHEDULE
For the Fiscal Year Ending June 30, 2023

Fiscal Year Ending	Park Place Building		Intermediary Relending Program			
	Umpqua Bank Loan		USDA Loan #2		USDA Loan #3	
	Principal	Interest	Principal	Interest	Principal	Interest
2023	\$ 145,659	\$ 170,923	\$ 39,991	\$ 2,459	\$ 18,555	\$ 1,737
2024	\$ 151,972	\$ 164,611	\$ 40,391	\$ 2,059	\$ 18,740	\$ 1,552
2025	\$ 158,558	\$ 158,025	\$ 40,795	\$ 1,655	\$ 18,928	\$ 1,364
2026	\$ 165,429	\$ 151,153	\$ 41,203	\$ 1,247	\$ 19,117	\$ 1,175
2027	\$ 3,466,353	\$ 12,276	\$ 41,615	\$ 835	\$ 19,308	\$ 984
2028	\$ -	\$ -	\$ 41,664	\$ 419	\$ 19,501	\$ 791
2029	\$ -	\$ -	\$ -	\$ -	\$ 19,696	\$ 596
2030	\$ -	\$ -	\$ -	\$ -	\$ 19,893	\$ 399
2031	\$ -	\$ -	\$ -	\$ -	\$ 19,808	\$ 200
2032	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
2033	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
2034	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
2035	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
2036	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	<u>\$ 4,087,971</u>	<u>\$ 656,988</u>	<u>\$ 245,659</u>	<u>\$ 8,674</u>	<u>\$ 173,546</u>	<u>\$ 8,798</u>

Original loan	Date of loan	Original loan	Date of loan	Original loan	Date of loan
\$4,825,000	6/16/2016	\$1,000,000	5/21/1998	\$478,000	10/11/2000

By Service:	Principal	Interest
Building	\$ 4,087,971	\$ 656,988
Business	<u>\$ 1,075,411</u>	<u>\$ 60,999</u>
Total	\$ 5,163,382	\$ 717,987

LONG-TERM DEBT SCHEDULE, Continued
For the Fiscal Year Ending June 30, 2023

Fiscal Year	USDA Loan #4		USDA Loan #5		USDA Loan #6		Total - All Debt									
	Ending	Principal	Interest	Principal	Interest	Principal	Interest	Principal	Interest							
2023	\$	15,372	\$	1,608	\$	19,025	\$	2,201	\$	18,466	\$	2,760	\$	257,068	\$	181,688
2024	\$	15,526	\$	1,454	\$	19,215	\$	2,010	\$	18,650	\$	2,575	\$	264,494	\$	174,261
2025	\$	15,681	\$	1,299	\$	19,408	\$	1,818	\$	18,837	\$	2,389	\$	272,207	\$	166,550
2026	\$	15,838	\$	1,142	\$	19,601	\$	1,624	\$	19,025	\$	2,200	\$	280,213	\$	158,541
2027	\$	15,997	\$	983	\$	19,797	\$	1,428	\$	19,215	\$	2,010	\$	3,582,285	\$	18,516
2028	\$	16,156	\$	824	\$	19,996	\$	1,230	\$	19,407	\$	1,818	\$	116,724	\$	5,082
2029	\$	16,318	\$	662	\$	20,196	\$	1,030	\$	19,602	\$	1,624	\$	75,812	\$	3,912
2030	\$	16,481	\$	499	\$	20,397	\$	827	\$	19,798	\$	1,428	\$	76,569	\$	3,153
2031	\$	16,646	\$	334	\$	20,601	\$	624	\$	19,996	\$	1,230	\$	77,051	\$	2,388
2032	\$	16,598	\$	166	\$	20,808	\$	417	\$	20,196	\$	1,030	\$	57,602	\$	1,613
2033	\$	-	\$	-	\$	20,960	\$	203	\$	20,397	\$	828	\$	41,357	\$	1,031
2034	\$	-	\$	-	\$	-	\$	-	\$	20,601	\$	624	\$	20,601	\$	624
2035	\$	-	\$	-	\$	-	\$	-	\$	20,807	\$	418	\$	20,807	\$	418
2036	\$	-	\$	-	\$	-	\$	-	\$	20,592	\$	210	\$	20,592	\$	210
		<u>\$ 160,613</u>		<u>\$ 8,971</u>		<u>\$ 220,004</u>		<u>\$ 13,412</u>		<u>\$ 275,589</u>		<u>\$ 21,144</u>		<u>\$ 5,163,382</u>		<u>\$ 717,987</u>

*

Original loan	Date of loan	Original loan	Date of loan	Original loan	Date of loan	*Numbers are rounded
\$400,000	7/30/2001	\$500,000	8/22/2002	\$500,000	6/29/2006	

**INDIRECT FUND – CENTRAL SERVICES
WORK PROGRAM BUDGET
For the Fiscal Year Ending June 30, 2023**

Budget for Funds in this Service Area

Indirect Fund – Central Services		<u>\$4,281,315</u>	
	Total:	<u>\$4,281,315</u>	
Total FTE:			
Central Services		<u>19.87</u>	FTE
	Total:	<u>19.87</u>	FTE

Service Areas funded by Central Services:

- Administration Management**
- Administration Support**
- Finance and Budget**
- Human Resources**
- Information Technology**

CENTRAL SERVICES

Service Budget: \$4,281,315 (\$2,776,030 Personal Services; \$1,505,285 Materials and Supplies)
 Service Funds: General Fund - Indirect Support Services
 FTE: 19.87 FTE

Description

Central Services provides functions necessary for the efficient operation of the organization and provides support services to the agency ranging from maintaining LCOG’s computer system to preparing the annual budget. Funding for the tasks described in this section is provided by indirect charges to benefitting programs.

The following sections make up Central Services: Administration Management; Administrative Support; Finance and Budget; Human Resources; and Information Services (IS).

Specific descriptions of the above services within Central Services are as follows. Each area’s share of the Personal Services budget is shown; the Materials and Services’ budget serves all areas of the organization, and therefore, is not broken out by service area.

INDIRECT FUND - CENTRAL SERVICES WORK PROGRAM BUDGET, Continued

Administration Management

Personal Service Budget: \$201,549 of the total \$2,776,030 Personal Services budget
Service Funds: General Fund - Indirect - Central Services
FTE: 0.85 FTE of the total 19.87 FTE

Administration Management provides coordination of agency-wide support functions necessary for the efficient operation of the agency. This service area covers .60 FTE of the Executive Director, who provides day-to-day management of LCOG's resources, programs, facilities, and workforce; and .25 of the Government Services Division Director who oversees resources, programs, facilities, and workforce that support the agency, like Information Services.

Administrative Support and Building Services

Personal Service Budget: \$178,402 of the total \$2,776,030 Personal Services budget
Service Funds: General Fund - Indirect - Central Services
FTE: 2.0 FTE of the total 19.87 FTE

Administration Support provides support which includes: LCOG Board, Executive Committee, and committees designated by the Board, Reception, and support to Administration and Government Services service areas. Building Services provides assistance agency-wide.

Finance and Budget

Personal Service Budget: \$777,438 of the total \$2,776,030 Personal Services budget
Service Funds: General Fund - Indirect - Central Services
FTE: 5.9 FTE of the total 19.87 FTE

Finance and Budget provides financial reporting, financial analysis, fiscal controls, and oversight to LCOG operations. Services provided to the organization include accounting, payroll, cash management, investment oversight, grants management, account disbursements, and preparation of the Revised and Adopted budgets, as well as overseeing the annual audit and preparation of the annual financial statements.

Human Resources

Personal Service Budget: \$582,770 of the total \$2,776,030 Personal Services budget
Service Funds: General Fund - Indirect - Central Services
FTE: 4.0 FTE of the total 19.87 FTE

Human Resources oversees the development, refinement, and administration of staff procedures, recruitment, collective bargaining, the management of the classification, compensation, and employee evaluation systems, health insurance and benefits management, and the provision of professional growth resources to staff members.

Information Services

Personal Service Budget: \$992,221 of the total \$2,776,030 Personal Services budget
Service Funds: General Fund - Indirect - Central Services
FTE: 7.12 FTE of the total 19.87 FTE

Information Services (IS) develops and implements a variety of information technology solutions to maintain and support the hardware, software and network infrastructure necessary for optimal operation of the agency's computing environment. This service area only includes IS staff who serve the entire organization and does not include IS staff directly assigned to a grant, contract, or billable project.

INDIRECT SUMMARY
SCHEDULE OF RESOURCES AND REQUIREMENTS
BUDGET AND ACTUAL
For the Fiscal Year Ending June 30, 2023

FTE	12.81	15.72	18.2	19.20	19.87
	<u>FY20 Actual</u>	<u>FY21 Actual</u>	<u>FY22 Proposed</u>	<u>FY22 Revised</u>	<u>FY23 Proposed</u>
Resources:					
Support Services	\$ 2,899,808	\$ 3,507,487	\$ 3,759,000	\$ 3,920,373	\$ 4,281,315
Local Revenue - Overhead Adjustment	\$ -	\$ -	\$ -	\$ -	\$ -
Local Revenue - Administrative Fees	\$ -	\$ -	\$ -	\$ -	\$ -
Total Resources	<u>\$ 2,899,808</u>	<u>\$ 3,507,487</u>	<u>\$ 3,759,000</u>	<u>\$ 3,920,373</u>	<u>\$ 4,281,315</u>
Requirements:					
Personal Services	\$ 1,598,408	\$ 1,919,758	\$ 2,410,066	\$ 2,526,767	\$ 2,776,030 (c)
Materials and Services	<u>\$ 1,301,400</u>	<u>\$ 1,231,639</u>	<u>\$ 1,348,934</u>	<u>\$ 1,393,606</u>	<u>\$ 1,505,285</u>
Total Requirements	<u>\$ 2,899,808</u>	<u>\$ 3,151,397</u>	<u>\$ 3,759,000</u>	<u>\$ 3,920,373</u>	<u>\$ 4,281,315</u>
Over / Under Recovery	\$ (31,049) (a) \$ 356,090 (b)				

Resources are internal charges to direct funds: costs appear as Support Services expense in the direct fund. The basis for the expense is the total Personal Services and Materials and Services noted above. While LCOG has continued to reduce Indirect rates by reducing and revising internal operating costs, some costs have continued to rise, including personal costs, liability insurance, and other operational costs.

Notes:

- (a) Over-recovery of funds due to increased staffing were used for capital expenditures - wiring and cameras in Schaefer's Building; COVID-19 emergency response; Capital Contingency Reserve.
- (b) Over-recovery of funds due to increased staffing were transferred to General Fund and used to cover COVID expenses.
- (c) Adding HR Manager at 1.0 FTE for a net increase of 0.67 FTE.

SCHEDULE OF RESTRICTED RESERVE AMOUNTS
For the Fiscal Year Ending June 30, 2023

	FY21 Adopted Budget	FY21 Revised Budget	FY22 Adopted Budget	FY22 Revised Budget	FY23 Adopted Budget	
General Fund	\$ 303,777	\$ 303,777	\$ 341,418	\$ 341,418	\$ 313,460	(a)
Government Services	\$ 17,713	\$ 17,713	\$ 17,713	\$ 17,713	\$ 17,713	(b)
S&DS - Florence Transportation	\$ 158,327	\$ 151,370	\$ 136,370	\$ 141,427	\$ 129,427	(c)
S&DS - Senior Meals Fundraising	\$ 734,692	\$ 1,741,591	\$ 1,398,838	\$ 1,652,762	\$ 1,280,006	(d)
Enterprise Funds	<u>\$ 366,552</u>	<u>\$ 675,500</u>	<u>\$ 675,500</u>	<u>\$ 1,000,000</u>	<u>\$ 627,310</u>	(e)
Total Reserves	<u>\$1,581,061</u>	<u>\$ 2,889,951</u>	<u>\$2,569,839</u>	<u>\$3,153,320</u>	<u>\$2,367,916</u>	

(a) Operations Contingency Account - amount set by formula.

(b) Telecom Reserve.

(c) Florence Transportation Reserve used for expenses for transportation costs for consumers in Florence.

(d) Fundraising dollars for Senior Meals expenses.

(e) Capital Contingency reserve for the Park Place Building. Excess revenue from Park Place Building is placed in this reserve.

GLOSSARY

For the Fiscal Year Ending June 30, 2023

AAA: See *Area Agency on Aging*.

ADRC: See *Aging & Disability Resource Connection*.

Adult Foster Homes: Single family residences that offer care in a homelike setting in a manner that encourages maximum independence, choice and the right to make decisions. A wide variety of residents are served in adult foster homes, from those needing only room, board and minimal personal assistance to those residents needing full personal care. In Oregon adult foster homes are inspected and licensed.

Adult Protective Services Program (APS): The Oregon Department of Human Services (DHS) contracts with S&DS to investigate allegations of abuse or neglect of older adults and persons with a physical disability, both in the home and in licensed care facilities. S&DS coordinates with local law enforcement and the judicial system regarding matters of a criminal nature. S&DS also works closely with other social service agencies to provide crisis and risk intervention.

Aging & Disability Resource Connection (ADRC): The Aging and Disability Resource Connection (ADRC), is a free service that offers the public a single source for information and assistance on issues affecting older people, people with disabilities, and their caregivers, regardless of their income.

American Rescue Plan: A \$1.9 trillion economic stimulus bill signed into law on March 11, 2021 and builds upon many of the measures in the CARES Act from March 2020.

APS: See *Adult Protective Services Program*.

Area Agency on Aging (AAA): LCOG is the designated Area Agency on Aging and Disability Services (AAA) in Lane County. Within LCOG, AAA operational responsibilities and services for older adults and adults with disabilities rests with Senior & Disability Services (S&DS) Division. As the AAA in Lane County, S&DS administers and supports community-based care services, advocates for older adults and adults with disabilities, develops community-based long-term care services and administers funds from sources such as the Older Americans Act, to implement services. In addition, S&DS is also contracted by the State of Oregon, Department of Human Services (DHS) to administer Medicaid eligibility and Adult Protective Services. S&DS coordinates services with other local agencies to help provide a wide range of quality options for consumers.

Area Plan on Aging: In accordance with federal and state policy, Senior and Disability Services (S&DS) is required to help create and maintain a service delivery system to meet the needs of older adults and adults with disabilities in Lane County. To document its work toward this goal, S&DS is required by the State of Oregon Department of Human Services to develop an Area Plan on Aging and Disability Services. The Area Plan is a multi-year document, with annual updates.

Beginning Fund Balance: Net resources (cash and non-cash) available in a fund at the beginning of a fiscal year, carried over from the prior fiscal year. Beginning balances are either designated balances or undesignated balances. Designated balances are revenues carried over from the prior year for a specific purpose and are not available for general expenditure. Undesignated balances are revenue carried over from the prior year that is available for any expenditure requirement.

GLOSSARY, Continued

Broadband Services Program: This program includes the PAN and MMWIX. This program develops and coordinates a local, wide area fiber optic system for data communications. LCOG has taken a lead role in the development of fiber optic networks in Lane County for the purpose of economic development, especially in downtown Eugene. LCOG continues operations of the Milo Mecham Willamette Internet Exchange (MMWIX) a local peering point for public and private telecommunications systems and providers. The MMWIX is becoming the premier local carrier exchange and peering point for improved broadband services in a four county area. LCOG provides staff support for the Regional Fiber Consortium, a regional member agency that provides broadband improvement opportunities in Lane, Douglas, Coos and Klamath counties.

BSA: See *Business Services Administration*.

Budget: A plan for receiving and spending money in a fiscal year. The budget is the financial plan for LCOG's allocation of resources to provide services, accomplish LCOG's objectives, and perform activities.

Budget Calendar: The schedule of key dates and major events in the budget process.

Budget Committee: The LCOG Budget Committee sits as a special committee under Oregon Budget Law to review the Executive Director's proposed budget and to adopt the budget for the following fiscal year.

Building Management Program: The enterprise managerial fund that tracks the activity of the building owned by LCOG – Park Place Building - and includes oversight and management of the building. LCOG also occupies space in the Park Place Building and pays an occupancy fee.

Business Services Administration (BSA): Costs that are not billable directly to projects and clients are reported in BSA. These funds are restricted for use in the Building Loans and Economic Development Service areas. Costs include holiday pay, leaves, administrative meetings, training time, and a reserve that cannot be assigned directly to a contract or service agreement.

Capital Contingency Account: Reserve account in the Building Management fund for Capital Outlay Projects in the Park Place Building.

Capital Outlay: Costs for purchases that are tangible in nature are recorded initially as capital outlay. A capital purchase is the acquisition of a tangible item that has a useful life of greater than one year and a value greater than \$5,000. These items are placed on LCOG's inventory and treated as assets on the balance sheet.

Capital Project: A capital project is any physical asset acquired, constructed, or financed by LCOG with a total capital cost of \$5,000 or more and a useful life of over one year. It can include facilities, other infrastructure, major equipment, and parts. It can include renewal and replacement projects as well as new acquisitions and construction projects. Acquisition or construction of a capital project may be staged over several years.

CARES Act: See *Coronavirus Aid, Relief, and Economic Security Act*.

Cascades West Economic Development District: Four county district, which includes Lane, Linn, Benton, and Lincoln counties, and assists in the development of periodic updates of the Comprehensive Economic Development Strategy (CEDs).

Case Management: A collaborative process of assessment, planning, facilitation, care coordination, evaluation and advocacy for options and services to meet an individual's and family's comprehensive health needs. Case management services are available through Medicaid, Oregon Project Independence and the Aging and Disability Resource Connection / Senior Connections.

GLOSSARY, Continued

Caselle: LCOG's fiscal system.

CEDS: See *Comprehensive Economic Development Strategy*.

Central Services: Services provided internally to LCOG departments by another LCOG department or departments. These are primarily business services, such as finance and budget, accounting, information services, human resources, and legal services.

CEP: See *Client-Employed Provider Program*.

Client-Employed Provider Program (CEP): Program for Medicaid eligible, seniors and persons with disabilities that require assistance. As implied by the name, the individuals receiving care act as the employer of the care provider.

COG: Council of Governments.

COLA: Cost of Living Adjustment.

Comprehensive Economic Development Strategy (CEDS): Strategy that guides regionally significant economic development projects and activities in the District over a five year period.

Community Safety Program: This program provides analytical and staff support to the Public Safety Coordinating Council (PSCC) through a contract with Lane County. Staff work with partners to develop and write grant applications, administer grant-funded projects, and leverage other resources.

Contingency: A major expenditure category that includes appropriations set aside for unforeseen expenses. The Board must approve, by resolution, any transfers from a contingency account to an expenditure account.

Contract: An agreement in writing between two parties where there is an exchange of goods or services. A contract is enforceable by law.

Coronavirus Aid, Relief, and Economic Security Act (CARES): A \$2.2 trillion economic stimulus bill signed into law on March 27, 2020, in response to the economic fallout of the COVID-19 pandemic in the United States.

CPI: Consumer Price Index.

Debt Service: Payments for principal and interest to amortize loans.

Department: A functional program unit of LCOG.

Department of Human Services (DHS): The Oregon Department of Human Services, a state agency, which LCOG contracts with to provide Senior and Disability services.

DHS: See *Department of Human Services*.

Direct Costs: The amount of charges to a department or Division for specific services provided by another department.

Division: A functional set of programs in LCOG. LCOG has two Divisions: Government Services and Senior and Disability Services.

GLOSSARY, Continued

EA: See *Employees Association*.

Economic Development Association (EDA): Federal agency that provides grants and technical assistance to economically distressed communities in order to generate new employment, help retain existing jobs and stimulate industrial and commercial growth through a variety of investment programs

EDA: See *Economic Development Association*.

EDA Revolving Loan Fund: Loan fund with matching funds from Lane County with goal of spurring economic development in rural Lane County.

Eligibility Determination/Screening and Referral Program: Each month, through the Aging and Disability Resource Connection Navigators, S&DS staff receive inquiries about Medicaid and/or SNAP. Most requests are received via telephone. S&DS staff determine the most appropriate program for the individual and make referrals to other community resources that may be of help to the inquirer. Additionally, S&DS staff determine initial program eligibility and re-certifications for each program as required.

Employees Association (EA): One of two collective bargaining units in LCOG. The EA represents non-supervisory employees primarily in the Government Services and Administrative Services areas of LCOG in such employment matters as, but not limited to, the following: wages, hours, fringe benefits, vacation benefits, grievance procedures, terms, and other working conditions.

Ending Reserve: Unspent and unobligated net resources at the end of a fiscal year, usually generated by cash reserves and under-spending of appropriations.

Enterprise Fund: Enterprise funds account for operations that are financed and operated in a manner similar to private business enterprises – where the intent is for the costs of providing goods or services to be financed or recovered primarily through user charges. An enterprise program is managed much like a business in that it is self-supporting in nature.

Enterprise Revenues: Revenues earned through the sale of LCOG goods or services, including loans, space and occupancy rentals, and minutes recording services.

Eugene Water and Electric Board: Founded in 1911, EWEB is Oregon's largest customer-owned utility and provides water and electricity to the Eugene community, as well as parts of east Springfield and the McKenzie River valley area.

EWEB: See *Eugene Water and Electric Board*.

Expenditure: The actual outlay of, or obligation to pay, cash.

Family Caregiver Support: A senior Connections program which provides assistance to unpaid family caregivers, including information and assistance, Options Counseling, respite care, and caregiver support. S&DS contracts with several local agencies to provide both in-home and day facility respite care.

Federal and State Revenue: Revenue from federal and/or state grants and contracts including Transportation, S&DS Long-Term Care, and Business Financing.

GLOSSARY, Continued

Fiscal Year: LCOG's annual budget and accounting period, from July 1 through June 30.

Fringe Benefits: Non-salary employee benefits provided in accordance with state and federal law, union contracts, and/or LCOG policy. Such benefits for regular employees include pension plans (including PERS and Social Security); medical, dental, vision and life insurance; vacation, holiday, and sick leave; workers' compensation and unemployment insurance.

Full-time Equivalent (FTE): The ratio of time expended in any position to that of a full-time position. One person working full-time for one year is one FTE.

FTE: See *Full-time Equivalent*.

Fund: A legal separate set of books for each fund using generally accepted accounting principles and are in compliance with Government Accounting Standards. LCOG has three reporting funds (General Fund, Special Revenue Fund, and Enterprise Fund). Within the reporting funds are 66 managerial funds – 3 general subfunds, 52 special revenue subfunds, and 11 enterprise subfunds. See also *General Fund, Special Revenue Fund, and Enterprise Fund*.

Fund Balance: The difference between a fund's assets and its liabilities.

FY: Fiscal Year.

GS: See *Government Services*.

General Fund: The General Fund serves as the primary reporting vehicle for current operating functions. The General Fund accounts for the general cost of the organization doing business which cannot be paid for by other, more restrictive, funding sources, such as General Administration, Human Resources, Fiscal Services, Information Technology, and Special Projects. The General Fund has three managerial subfunds: LCOG Board, Indirect, and Member Support Services. LCOG Board accounts for the activities for the Board of Directors and Executive Management of LCOG. The Indirect subfund is similar to an internal service fund where the costs of the expenditures are recovered through direct charging the benefitting funds. Charges supporting the expenditure recovery are based on a federally approved Indirect Cost Allocation Plan. Member Support Services subfund tracks the services and costs LCOG provides to its member agencies as part of the member's support hours included in their member dues. Funding for Member Support Services comes from a transfer from the LCOG Operating Fund (provided by member dues revenue).

Geographic Information Systems (GIS) and Data Services Program: LCOG's Geographic Information Systems (GIS) and Data Services use the latest GIS development tools and database technology as well as the best available data to provide clients with professional custom maps, web applications, data extracts, analytical models, spatial analysis including demographic and census data reporting, staff technical assistance, and training. LCOG staff developed computer mapping tools and the Master Street Address Guide (MSAG) to support 9-1-1 call routing and computer-aided dispatch of emergency service providers throughout Lane County. In addition, LCOG develops and maintains GIS data to support state and local agency computer aided dispatch (CAD), safety radio systems, and public safety systems providing E 9-1-1 with vital address, routing, and jurisdictional boundaries information for emergency response.

GFOA: See *Government Finance Officers Association*.

GIS: See *Geographical Information System*.

GLOSSARY, Continued

Government Services Division: One of the two Divisions of LCOG containing Transportation, Planning, GIS, Metro TV, Legal Services, Telecommunications, and Grant Writing.

Government Finance Officers Association (GFOA): A professional association of approximately 19,000 state, provincial, and local government finance officers in the United States and Canada.

Grant: A contribution of assets by one entity to another. Grants are generally designated for a specific expenditure or project.

Grant Writing and Resource Development Program: Staff seeks and develops new resource opportunities for LCOG and member agencies. Grant identification, writing, and submission as well as grant administration are the primary activities.

ICAP: See *Indirect Cost Allocation Plan*.

IGA: See *Intergovernmental Agreement*.

Indirect Charges: Indirect costs are costs that cannot be charged as direct costs to a program. LCOG prepares an annual Indirect Cost Allocation Plan (ICAP) and submits the proposal to ODOT for approval. The Plan provides for direct programs and services to share in the general, non-direct operating expenses for LCOG. Indirect charges pay for Administrative Services expenses.

Indirect Cost Allocation Plan (ICAP): A document prepared each fiscal year that identifies costs for central services and assigns them to operating units based on the best estimate of use or benefit received. The plan is used in preparing the annual budget to determine the amount of Internal Transfers for the Central Service funds. After adoption of the budget, the plan is sent to ODOT for approval.

Indirect Costs: The central overhead costs (i.e., payroll, accounts payable, human resources, legal counsel) necessary for the operation of a department or execution of a grant and not directly attributable to a specific function or grant. These costs are computed and charged to the appropriate department or grant based on the Indirect Cost Allocation Plan (ICAP).

Information Services (IS): Information Services includes staff that serve the entire organization and does not include IS staff directly assigned to a grant, contract or other billable projects.

In-Kind Service: Service by other agencies that can be used as matching funds on LCOG contracts that require local matching dollars.

Intergovernmental Agreement (IGA): A signed agreement between two or more units of government, often approved by governing bodies, that provides for the exchange of goods or services between the governments.

Internal Transfer: Also called Interfund Transfer. An amount of money distributed from one fund to finance activities in another fund. The most common types of internal transfers are for central services, payment for specific services performed, or for general financial support.

IS: See *Information Services*.

Lane Economic Committee: An advisory committee to the LCOG Board, they meet monthly to discuss the direction and scope of LCOG's economic development program.

GLOSSARY, Continued

Lane Geographic Data Consortium (LGDC): Local governments in Lane County have cooperated in developing geospatial data and technology for more than 40 years. The Cooperative Project Partnership share a need for consistent data across their respective jurisdictions and the desire to minimize redundancy and costs where possible through shared data, systems, and collaboration. The Partner Agencies include the Cities of Eugene and Springfield, Lane County, EWEB, and LCOG.

Lane Transit District (LTD): A public agency that provides public transportation in Lane County, Oregon. The transit district serves the Eugene and Springfield metropolitan areas, including the neighboring cities of Coburg, Junction City, Creswell, Cottage Grove, Veneta, and Lowell. All buses are wheelchair accessible and equipped with bike racks. RideSource is a curb-to-curb service for riders with disabilities meeting certain eligibility requirements.

LEC: See *Lane Economic Committee*.

Legal Services Program: LCOG attorneys serve as hearings officials for land use, animal regulation, and other quasi-judicial issues. LCOG also provides city attorney services and assistance with cable franchise administration. In addition, LCOG provides ordinance development and ordinance administration assistance to several cities throughout Oregon for telecommunications business licensing fees. Staff has specialized skills and experience in the development and revision of land use code.

LGDC: See *Lane Geographic Data Consortium*.

LGPI: See *Local Government Personnel Institute*.

Licensing and Monitoring: Adult foster homes in Oregon are inspected and licensed for as long as the licensee stays in business. If there is a complaint about the care provided to the residents, or condition of the facility itself, staff from the Oregon DHS, APD, or the AAA office will investigate.

Living Well Program: An evidence-based practice that helps people with chronic conditions effectively manage their lifestyle to maintain health and independence. Using a combination of Older Americans Act funds, state grant funds, and local support from trillium, S&DS coordinates and trains volunteers to lead the workshops in accordance with the standards of practice set by Stanford University.

Line Item: An individual object of expenditure.

Link Lane: LCOG's transit service currently running from Eugene to Florence and Florence to Yachats with two trips each way every day.

Local Government Personnel Institute (LGPI): Human Resources Program LCOG will take over in FY21 from the League of Oregon Cities and Association of Counties.

Local Revenue: Revenue from local contracts, interest, donations, sales of products, and other revenue that is not federal or state. Local revenue also includes Member Dues.

Long Term Care Services: Provides assistance to seniors and adults with disabilities with activities of daily living including assisting the consumer with employing a Home Care Worker and the Case Manager coordinating other services and supports.

LTD: See *Lane Transit District*.

Materials and Services: A major expenditure category that includes contractual and other services, materials, supplies, and other expenses ranging from office supplies to telephones to travel.

GLOSSARY, Continued

Meals on Wheels: Program where volunteers deliver lunches and safety checks for home-bound older individuals.

Medicaid: See *Title XIX*.

Metropolitan Planning Organization (MPO): Federal highway and transit statutes require, as a condition for spending federal highway or transit funds in urbanized areas, the designation of MPOs, which have responsibility for planning, programming, and coordination of federal highway and transit investments. ODOT provides financial assistance to assist MPOs with required planning activities. MPOs assure that projects financed with FTA funds within the urbanized areas are included in the Metropolitan Transportation Improvement Program. LCOG is the Eugene/Springfield metropolitan area's federally designated MPO.

Metro TV: Metro TV is an in-house video production center that provides services for our members as well as 24 hour programming on Comcast channel 21. LCOG provides staff services necessary to operate the governmental channel of the metropolitan cable system. Metro TV cablecasts and encodes for the internet, regularly scheduled meetings of some council and committee meetings. Metro TV also produces special shows, special programming, training, and provides award-winning video production services.

Milo Mecham Willamette Internet Exchange (MMWIX): The fiber-optic hub located in the Park Place building owned and operated by LCOG.

MMWIX: See *Milo Mecham Willamette Internet Exchange*.

MPO: See *Metropolitan Planning Organization*.

OAA: Older Americans Act; See *Title III*.

ODOT: See *Oregon Department of Transportation*.

OMB Circular A87: U S Office of Management and Budget guidance for Indirect Costs for state and local, and Indian Tribal governments.

Older Americans Act (OAA): See *Title III*.

Operations Contingency Reserve: Reserve set by Board policy requiring the account to be funded at a level reflecting one quarterly mortgage payment and two month's salary of non-federal, non-state, and non-grant supported personnel.

OPI: See *Oregon Project Independence Program*.

Options Counseling: Services provided though ADRC to all seniors and people with disabilities (18 and over) to help them plan for their long-term care needs by connecting people to community resources and setting up action plans to address individual's needs. Services also include volunteers who provide direct in-home services such as minor housekeeping, grocery shopping, running errands, money management, meal preparation, and transportation.

Oregon Department of Transportation (ODOT): A department of the Oregon state government responsible for systems and transportation. ODOT also serves as LCOG's agency for the purposes of approving the ICAP.

Oregon Money Management Program: Provides free assistance to adults, age 18 and over, with personal money management tasks through specially trained and certified volunteers. Program services are personalized, confidential and safe.

GLOSSARY, Continued

Oregon Project Independence Program (OPI): Oregon Project Independence is a State-funded program directed towards helping people remain in their own home for as long as possible. The intent is to offer a lower cost alternative to more costly funded programs such as Medicaid, delaying or preventing the need for public assistance. Recipients currently include people over the age of 60 who need some assistance with daily activities, such as bathing, dressing or walking. In 2005, the Oregon State Legislature approved expanding services to people between the ages of 18 and 59 with a physical disability.

PAN: See *Public Agency Network*.

Park Place Building: Building located at 859 Willamette Street, Eugene, Oregon, and owned by LCOG. It houses LCOG's Government Services Division and Administrative Services unit. The building also has leased space.

Pass-through: Resources given by one government or organization to another with a requirement that it be given to a third government or organization.

PEARLS: An evidence-based program for older adults with mild depression. Sessions are offered in the person's home.

PEG: See *Public, Educational, Government Grant*.

PERS: See *Public Employees Retirement System*.

Personal Services: Salary and fringe costs for staff.

Position: A budgeted authorization for employment, which can be full-time or part-time. One position may be budgeted as any fraction of an FTE but cannot be budgeted in excess of one FTE.

Program: Defined as either a group of related projects managed in a coordinated way, or a distinct set of offerings targeted at a specific audience to yield a specific outcome (such as the Regional Lane Information Database (RLID) program). Multiple programs can roll up to a budget program. Programs are based upon outcomes of offerings, target audience, and delivery method, and do not have a defined life.

Project: A temporary endeavor to create a unique work product, service or result.

PSCC: See *Public Safety Coordinating Council*.

Public Agency Network (PAN): This consortium is a partnership between participating public entities to dramatically improve the bandwidth for all agencies, through agreements to share certain fiber optic assets and transmission facilities.

Public, Educational, Government Grant (PEG): Funding for capital improvements to the PEG channels. Under the current cable franchise agreement that Eugene, Springfield and Lane County have with Comcast, Comcast provides an annual payment for distribution to PEG broadcast channels.

Public Employees Retirement System (PERS): The retirement benefit package offered by most public jurisdictions in the state.

GLOSSARY, Continued

Quality Assurance: A program for the systematic monitoring and evaluation of the various aspects of a project, service, or facility to ensure that standards of quality are being met.

Region: The area inside LCOG's boundary which is Lane County.

Regional Fiber Consortium: A public entity whose members include cities, counties, or other public entities allowed under the statute and whose purpose is to improve broadband opportunities for all residents, businesses, and governments in the four-county area of Coos, Douglas, Klamath, and Lane Counties.

Regional Land Information Database (RLID): LCOG's computerized mapping system, which has the capability to apply demographic, topographic, land-use, infrastructure, and other data and information in map form.

Regional Land Information Database (RLID) Services Program: LCOG has coordinated and maintained the regional geographic information system for over 35 years and RLID since 1999. This county-wide project, through which a shared multi-agency Geographic Information System (GIS) is developed and maintained, is partially funded through an annual Cooperative Project Agreement among the Cities of Eugene and Springfield, Lane County, LCOG, and EWEB. The RLID system supports an extensive integrated database of shared land records created by local governments and tools for analyzing, mapping, and reporting the information.

Regional Technology Services Program: LCOG provides information systems services for numerous agencies for regional information services including computer support, network services, network security, web services, data base development and maintenance, the RLID/GIS system and a regional telecommunications system.

Requirements: Total budgeted expenditures (including contingency) plus the amount of unappropriated balance.

Reserves-Designated: Resources that will be carried forward into the next fiscal year that can only be used for a specific contract or purpose.

Reserves-Undesignated: Resources that will be carried over from the prior year that is available for any expenditure requirement.

Resources: The total of all resources that can be used to offset requirements. Resources are current revenues and carried over revenues (Beginning Fund Balance) in a fund.

Revenue: Assets earned or received by a LCOG fund during a fiscal year.

Revised Budget: A change to an adopted budget that is undertaken during the fiscal year a budget is in effect, as defined by Oregon local budget law. A revised or supplemental budget is required to create a new fund or appropriation category or to increase appropriation authority.

RLID: See *Regional Land Information Database*.

RTP: See *Regional Transportation Plan*.

S&DS: See *Senior and Disability Services*.

Schaefer's Building: Building located at 1015 Willamette Street, Eugene, Oregon. LCOG leases the space to house the S&DS Division.

SEIU: See *Service Employees International Union*.

GLOSSARY, Continued

Senior and Disability Services (S&DS): Under contract with the Oregon Department of Human Services (DHS), S&DS administers the State's long-term care, medical assistance / SNAP (Formally Food Stamps) programs, and protective services for people age 65 and older and adults with physical disabilities (18 to 64 years) in Lane County. Additionally, S&DS licenses and monitors adult foster homes that serve older adults and people with physical disabilities in Lane County.

Senior Connections: This program provides an access point in several Lane County communities for older adults and their families with questions about available resources. S&DS Senior Connections offices are located in Creswell, Cottage Grove, Eugene, Florence, Junction City, Oakridge, and Veneta.

Senior Meals Program: The Senior Meals Program consists of two components: Group Dining (Café 60) and Meals on Wheels. Group dining occurs at one of eleven sites and Meals on Wheels are delivered meals. S&DS contracts with Food for Lane County to deliver a portion of the meals within the Eugene metropolitan area. S&DS' Meals on Wheels Program delivers all of the meals in Springfield and throughout the rest of the county. Most program participants are not charged for meals but are encouraged to donate what they can to help cover the cost of each meal. Some participants who are not eligible for a subsidized meal are charged for the full cost of service under a private pay program that operates in tandem with the publicly financed program. The number of subsidized meals is capped at the number that can be funded with readily available funds, and a separate, parallel private pay Meals on Wheels program is available for those on the waiting list for subsidized meals or who are not eligible for the subsidized meals. The Senior Meals Program is funded by a variety of sources, including the Older Americans Act, the U.S. Department of Agriculture, Medicaid, Oregon Project Independence, Lane County's Human Services Program, participants' donations for meals, and community fundraising. Each year, the Meals Program actively solicits charitable private donations to supplement public sources of funds for these services. Some fundraising is done in conjunction with Food for Lane County, other fundraising is done by the Senior Meals Program directly.

Service: An LCOG organizational unit that is designed to specifically deliver a service. The service is part of the Division but its focus is on service deliverables to our customers. The services include: Board and Executive, Administration, Government Services (GS), Senior & Disability Services (S&DS), and Enterprise Funds.

Services by Other Organizations: Services by Other Organizations accounts for monies that LCOG receives and then passes through to other organizations that provide a specified service (Government Services and Senior & Disability Services) or business loans made (Business Loans Program).

Service Employees International Union (SEIU): One of two collective bargaining units in LCOG. SEIU Local 503 represents non-supervisory employees in the S&DS Division of LCOG in such employment matters as, but not limited to, the following: wages, hours, fringe benefits, vacation benefits, grievance procedures, terms, and other working conditions.

SNAP: See *Supplemental Nutrition Assistance Program*.

Special Revenue Fund: Resources are restricted to expenditures for specific purposes, generally in support of the department or Division that manages the fund. For LCOG these funds account for revenues from specific sources that include federal grants, state grants, and various local grants and contracts revenue. The direct service areas that are accounted for in the special revenue funds are: Government Services and Senior and Disability Services. LCOG's Special Revenue Fund has 48 managerial funds.

STIF: See *Statewide Transportation Improvement Fund*.

Statewide Transportation Improvement Fund (STIF): This statewide fund provides a dedicated source of funding to expand public transportation by funding transit projects.

GLOSSARY, Continued

Supplemental Nutrition Assistance Program (SNAP): A federal program that provides nutrition benefits to supplement the food budget of needy families so they can purchase healthy food and move towards self-sufficiency.

Telecommunications Program: This program includes the Management, Planning, Operations, Projects, and Reserve. LCOG operates and maintains a regional telephone system consortium, providing basic and advanced telephone services to participating members.

Telly Award: Award honoring the best in TV and Cable, Digital and Streaming, and Non-Broadcast Productions. On average, the Telly Awards receives over 13,000 entries yearly from all 50 states and 5 continents.

Title III: The Older Americans Act (OAA), originally enacted in 1965, supports a range of home and community-based services, such as meals-on-wheels and other nutrition programs, in-home services, transportation, legal services, elder abuse prevention, and caregivers' support.

Title XIX: The federal Medicaid program, established in 1965 as Title XIX of the Social Security Act, which is administered by the states to provide funds to low-asset individuals and their service providers for health care services.

Transfers: Transfers describe the process of internally moving resources from one LCOG division or program to another. Transfers are displayed as a resource for the program receiving the resources and as a requirement for the program providing the resources.

Transportation Coordination Program: S&DS contracts with Lane Transit District's RideSource program to provide eligibility assessments for para-transit riders. Para-transit is defined as an alternative mode of flexible passenger transportation that does not follow fixed routes or schedules. Additionally, RideSource has contracted with the Senior Connections program to provide transportation assessments and coordination for Medicaid recipients. These services are key components of the comprehensive human services transportation plan for Lane County.

Transportation Program: LCOG coordinates regional transportation planning as the designated Metropolitan Planning Organization (MPO) for the Eugene-Springfield metropolitan area. The MPO program is a cooperative planning effort with the cities of Eugene, Springfield and Coburg, Lane County, Lane Transit District, and the Oregon Department of Transportation. In addition to supporting the functions of the MPO and LaneACT, LCOG Transportation staff provides transportation analyses and planning for certain State highway corridors within Lane County under contracts with ODOT and provides transportation planning assistance and develops transportation system plans for municipalities under contracts with local jurisdictions.

Urban and Regional Planning Program: LCOG provides contract planning assistance to cities throughout the region as well as "overflow" and specialized planning services.

USDA: See *US Department of Agriculture*.

US Department of Agriculture: The U.S. federal executive department responsible for developing and executing federal laws related to farming, forestry and food. USDA provides leadership on food, agriculture, natural resources, rural development, nutrition, public policy and effective management.

Lane Council of Governments



FY23

PROPOSED BUDGET

WHAT WE KNOW ABOUT NEXT YEAR

- **COLAs: 3%**
- **Merit Increases: 3.5%** - ~88% of Employees
- **Top Step Bonus: \$500** – ~12% of employees
- **Health Insurance:**
 - Health: ~5%
 - Dental: ~4.0%
 - Cost Share: 5%

WHAT WE KNOW... Continued

- **Other Insurance:**

- Gen Liab.: ~15.0% increase
- Property: ~15.0% increase

- **PERS: No change –**

- T1/T2 - 25.4%; OPSRP - 20.78%

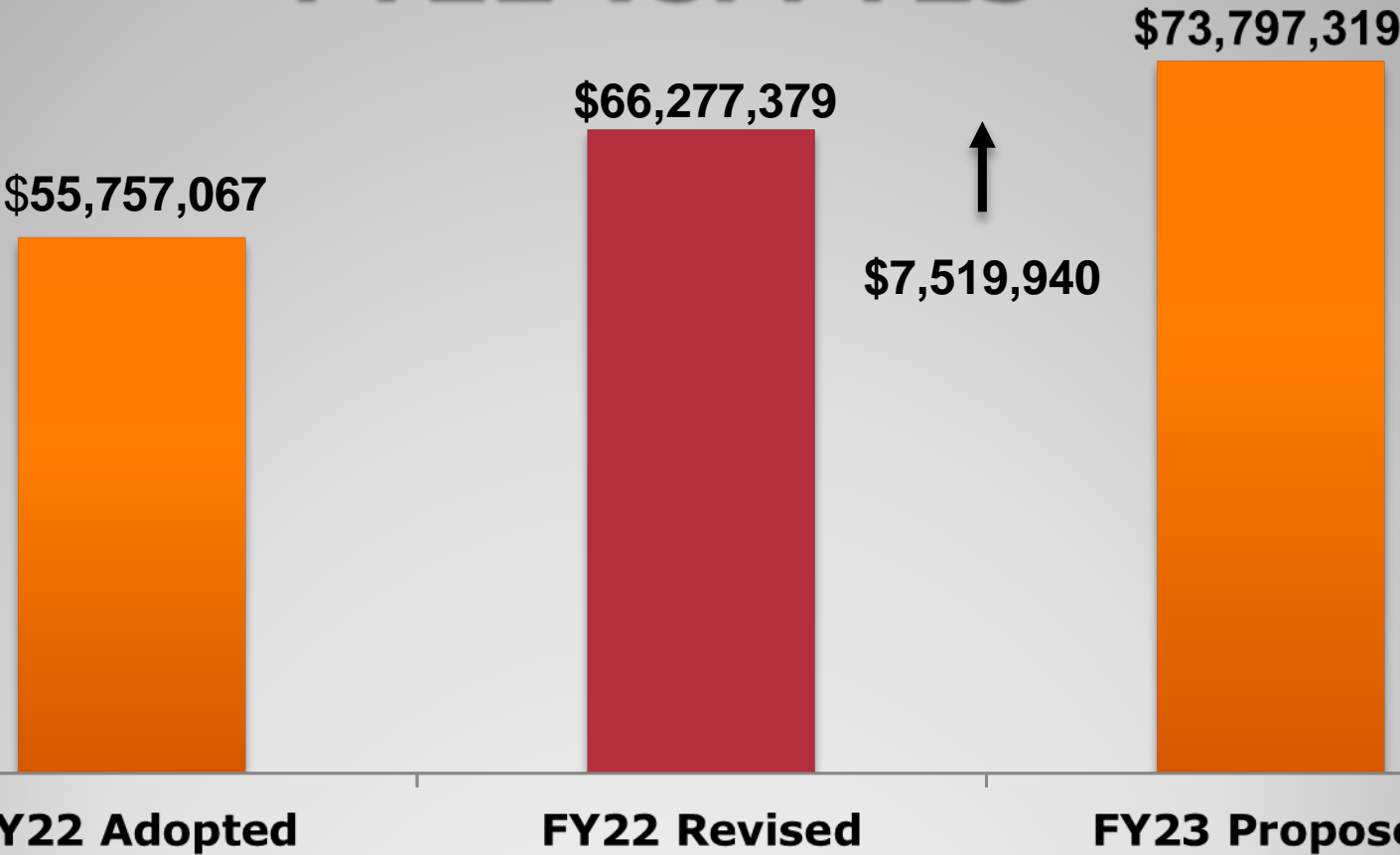
- **Rent Increases:**

- S&DS: \$43,113
- Metro TV: \$34,168
- GS: \$116,158

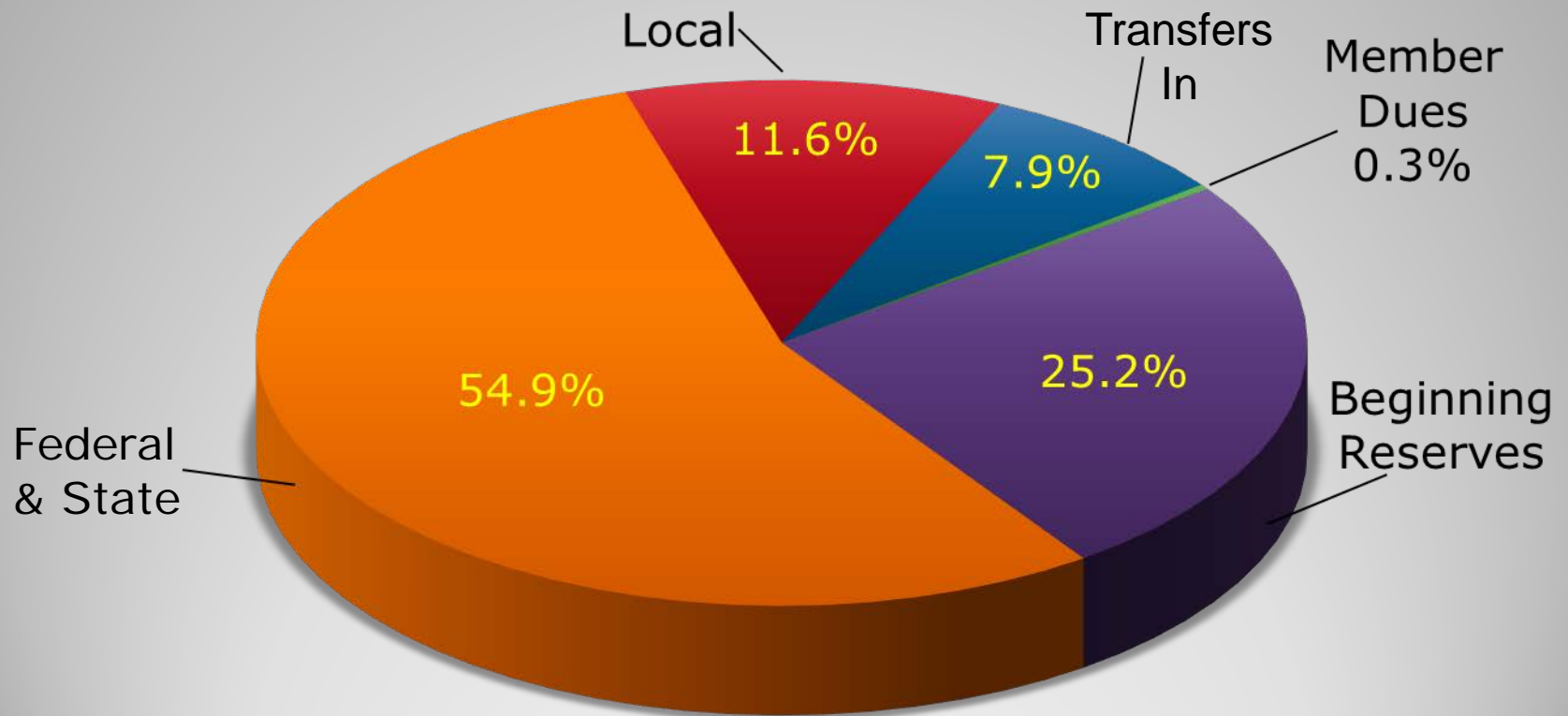
WHAT WE DO NOT KNOW ABOUT NEXT YEAR

- **How much the pandemic will continue to impact the region**
- **When will things return to "normal" – workforce, etc.**
- **What the state funding will look like**
- **What will federal funding look like**
- **What regional partners will need**

TOTAL BUDGET FY22 vs. FY23



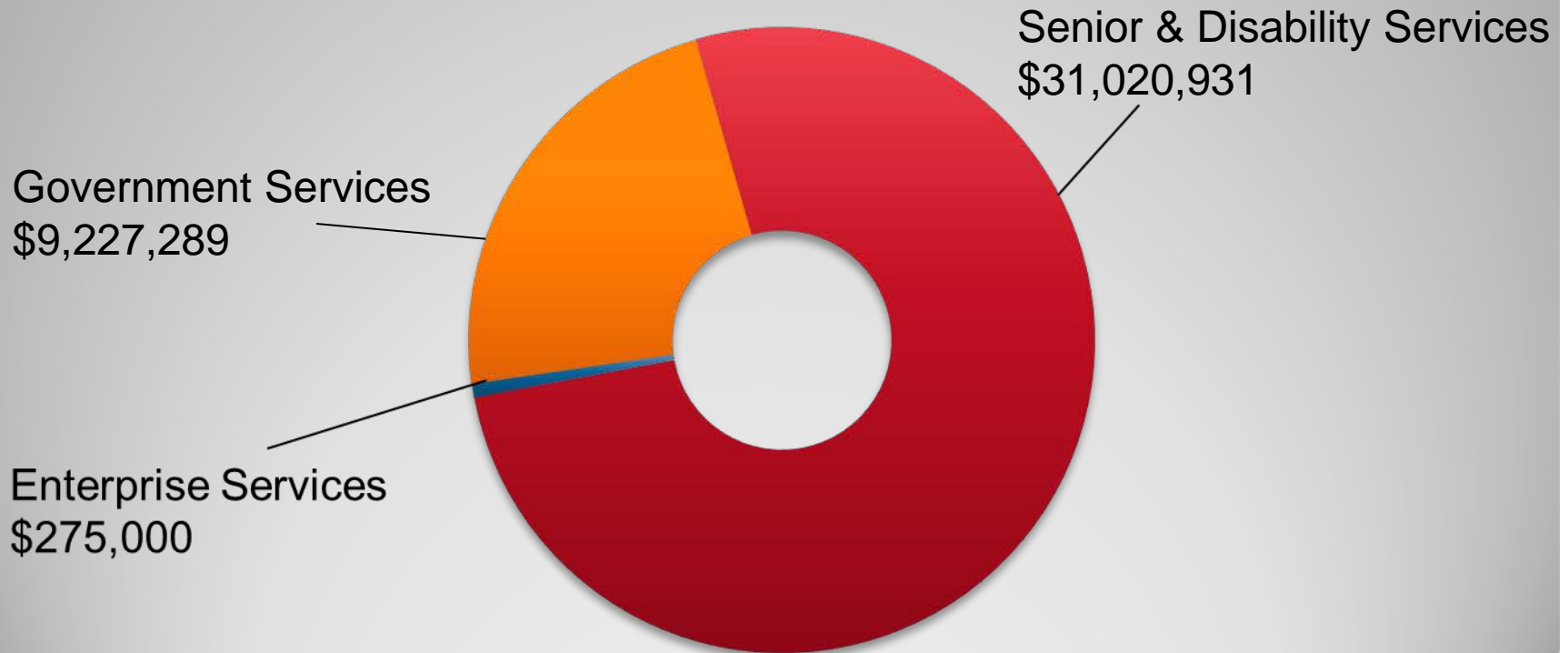
RESOURCES FY23 PROPOSED



RESOURCES

Federal and State Revenues

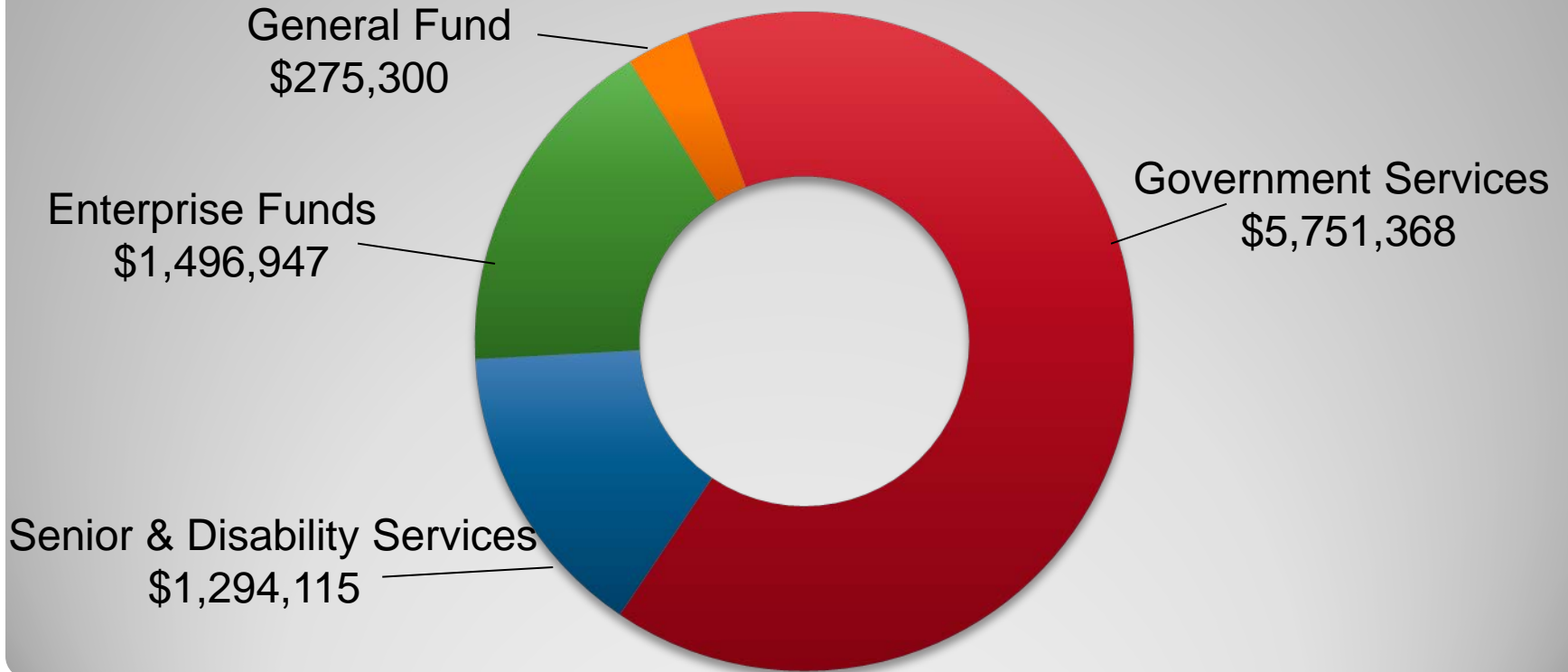
\$40,523,220



RESOURCES

Local Revenues

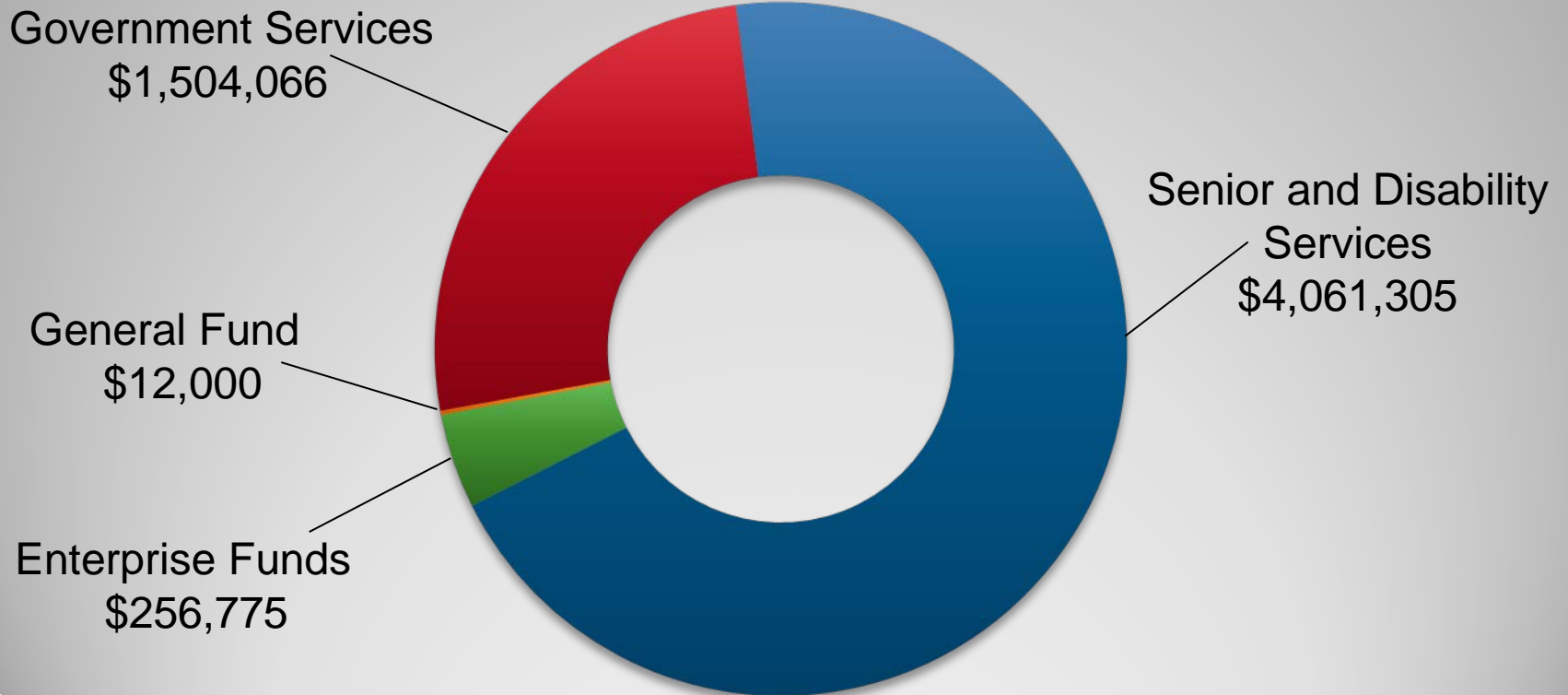
\$7,669,880



RESOURCES

Transfers In

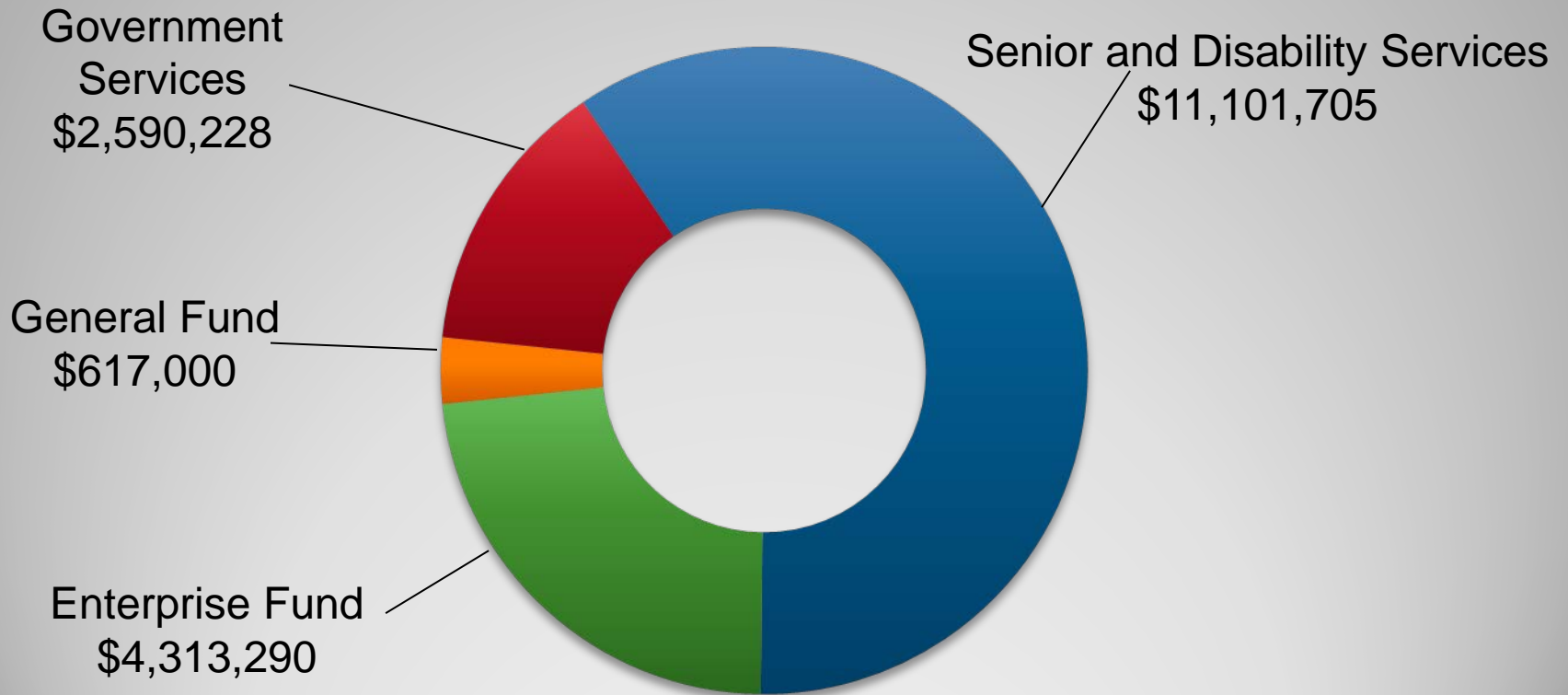
\$5,834,146



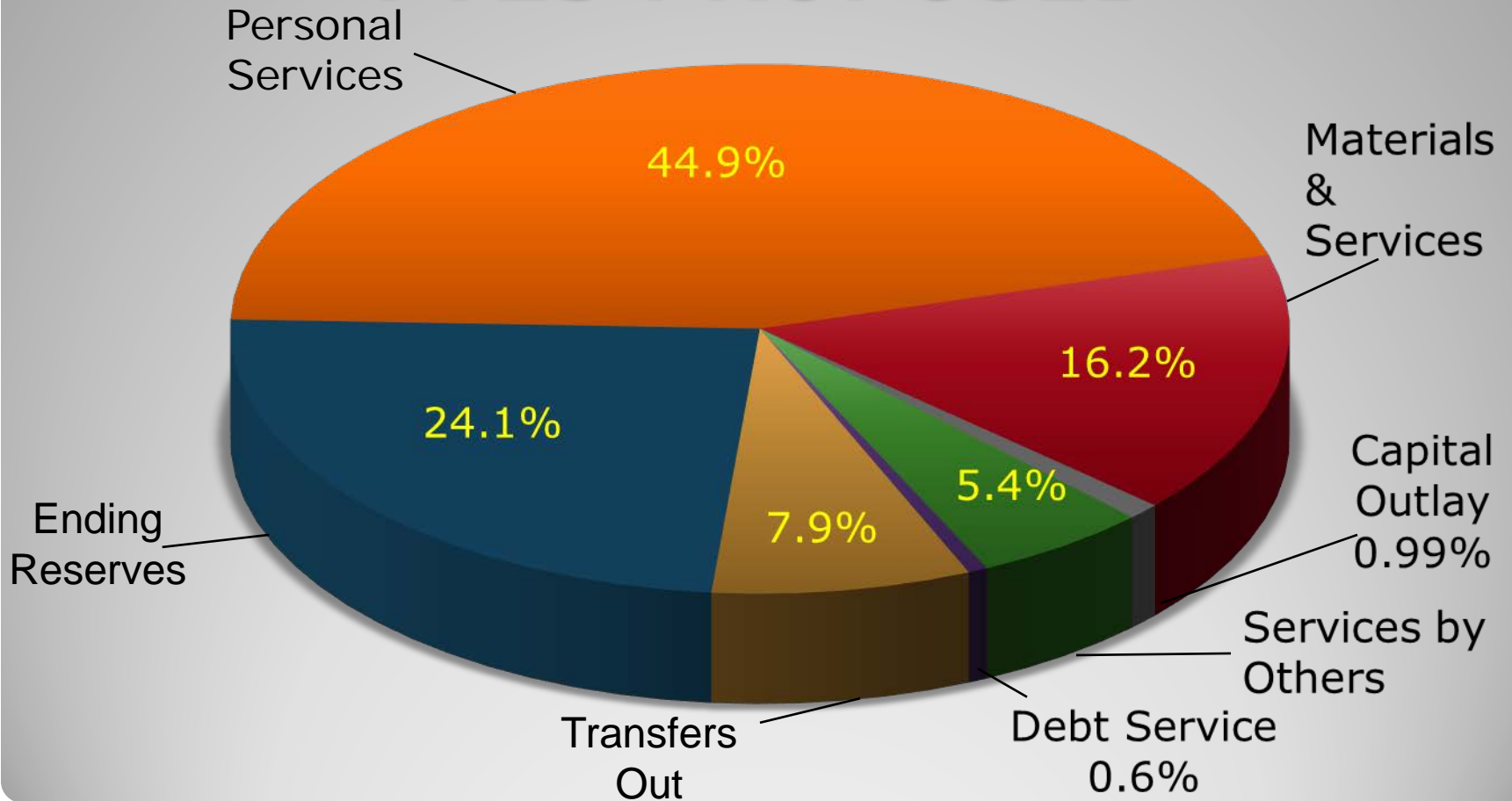
RESOURCES

Beginning Reserves

\$18,622,223



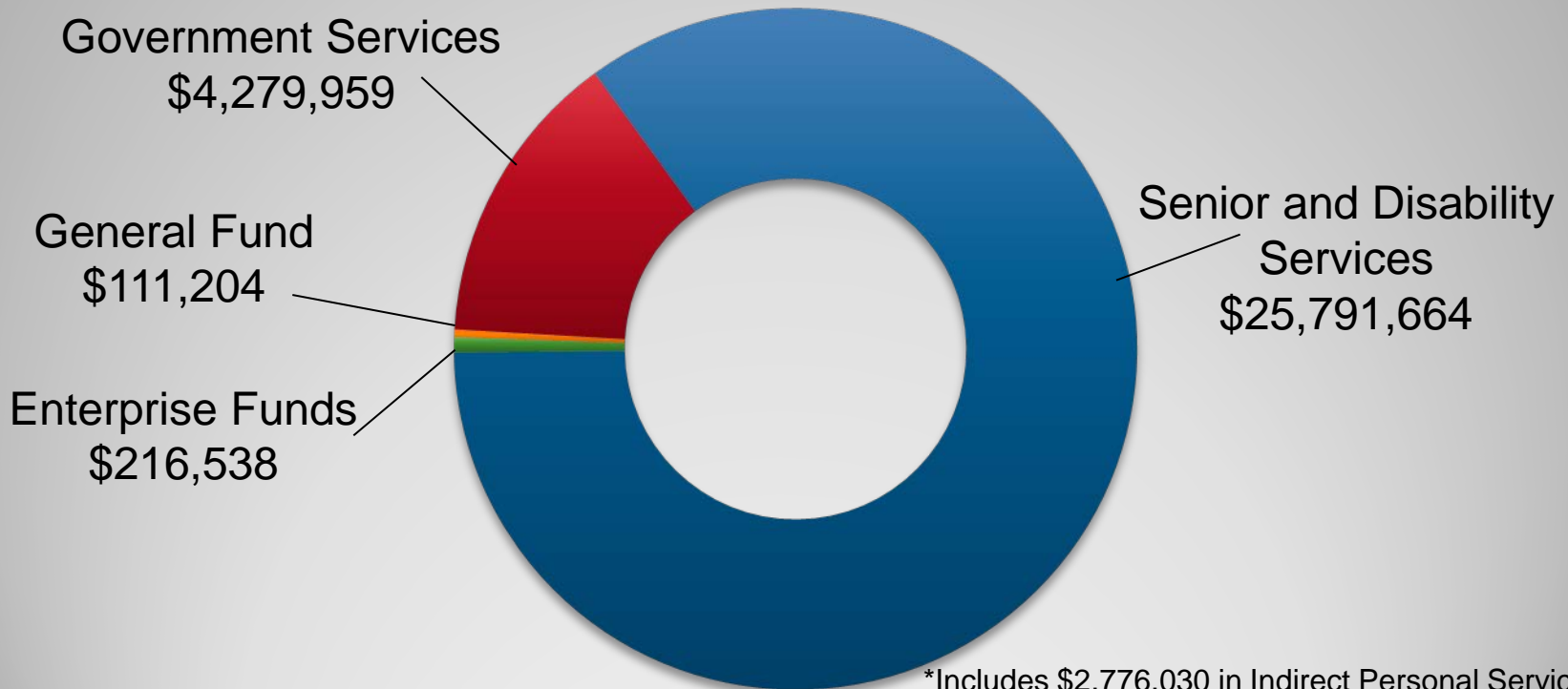
REQUIREMENTS FY23 PROPOSED



REQUIREMENTS

Personal Services

\$33,165,395*



*Includes \$2,776,030 in Indirect Personal Services

- **Personnel – 300.77 FTE**

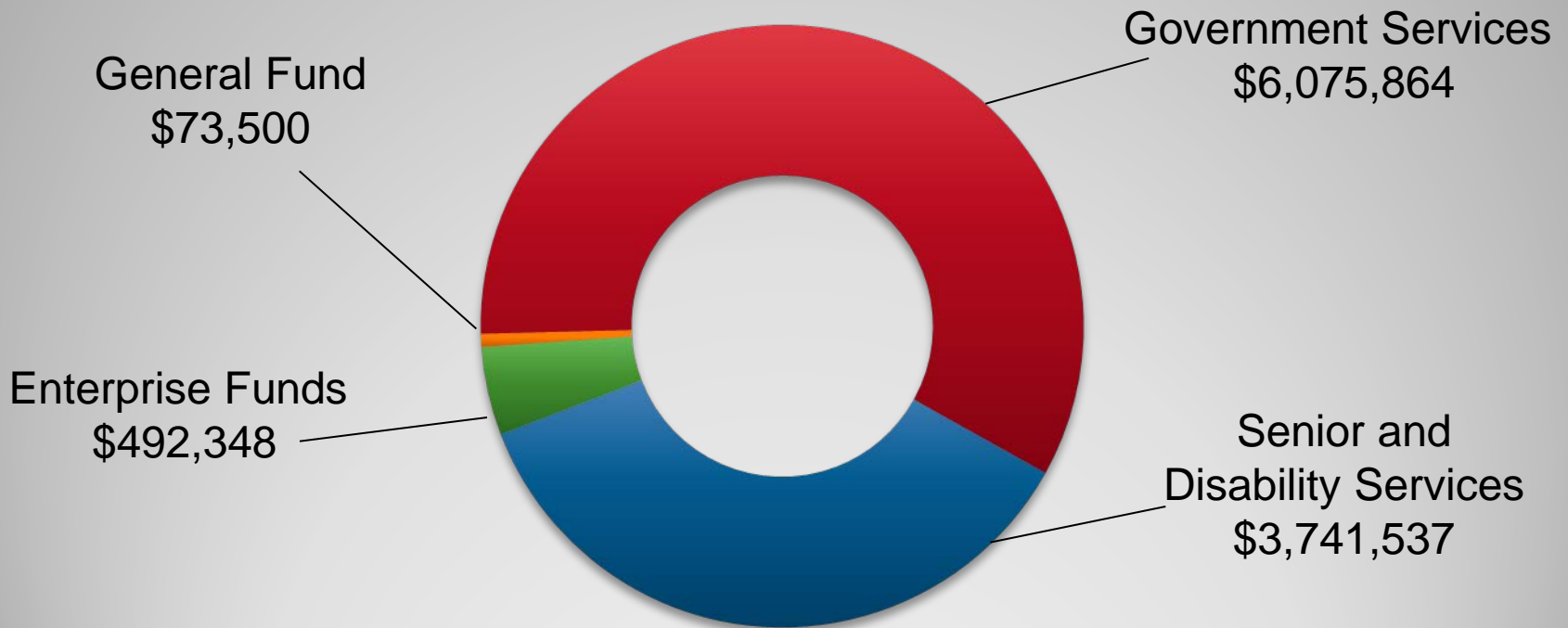
- +36.55 over FY22 Adopted;
+ 3.30 over FY22 Revised

- Government Services: added 1.0 FTE in planning and .5 FTE in LGPS
 - SDS: 36.18 FTE
 - Enterprise Funds: recategorizing .60 FTE in Loans and increasing .10 in Minutes Recording
 - Central Services: Net 1.0 FTE Human Services and moved .67 FTE around

REQUIREMENTS

Materials and Services

\$11,897,011*



*Includes \$1,505,285 in Indirect Materials and Services

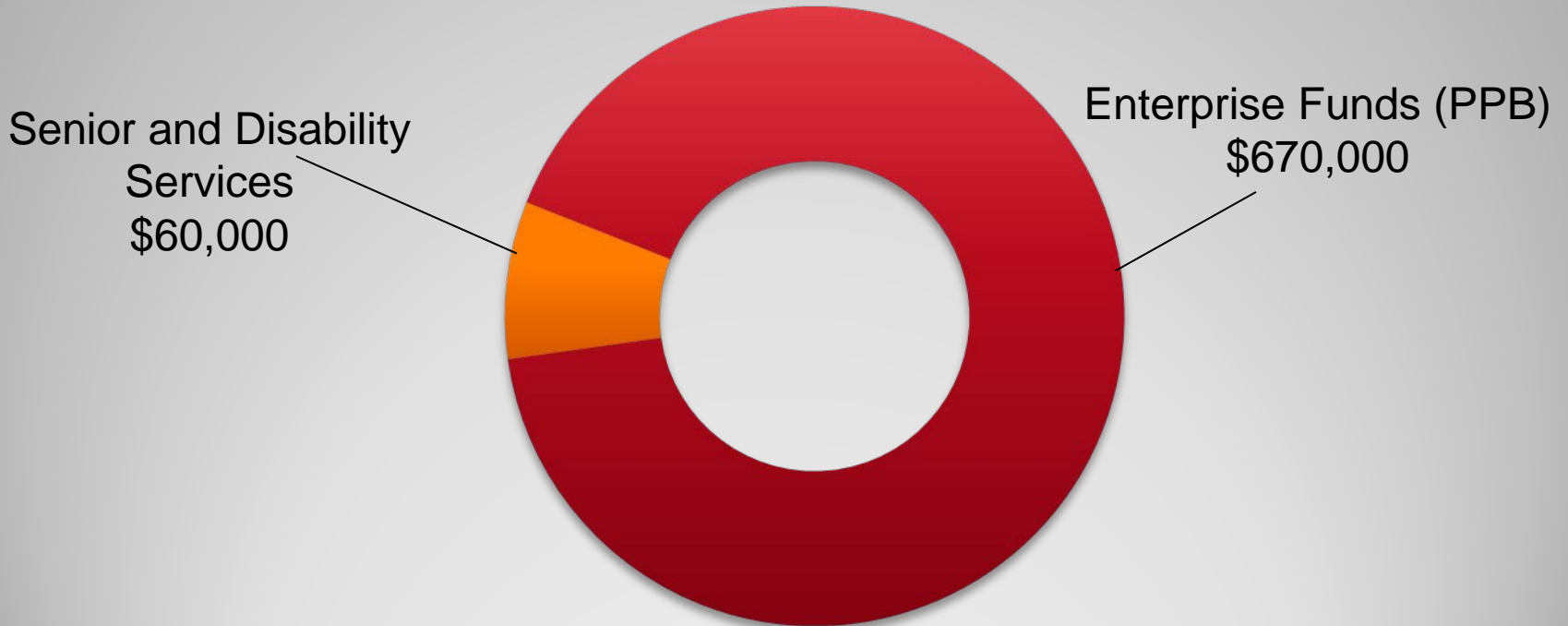
▪ **Materials and Supplies –**

- GF: \$8k Appreciation dinner, \$9k meeting support; T&T \$5k; reduce COVID \$102k
- GS: \$120k GIS Pass Thru, \$81,500 RTS Pass Thru, \$70k LGPS Contract Svcs, \$50k Video Equip, \$195k PAN Pass Thru, \$50k WIX Equip.
- MPO: \$1.06m (partners) + \$3.6m federal Pass Thru (OHAS); \$100k OPI Conference placeholder
- SDS: \$1.26m Meals, \$189k Computer Supplies, \$86k furniture, \$190 travel – \$100k unemployment

REQUIREMENTS

Capital Outlay

\$730,000



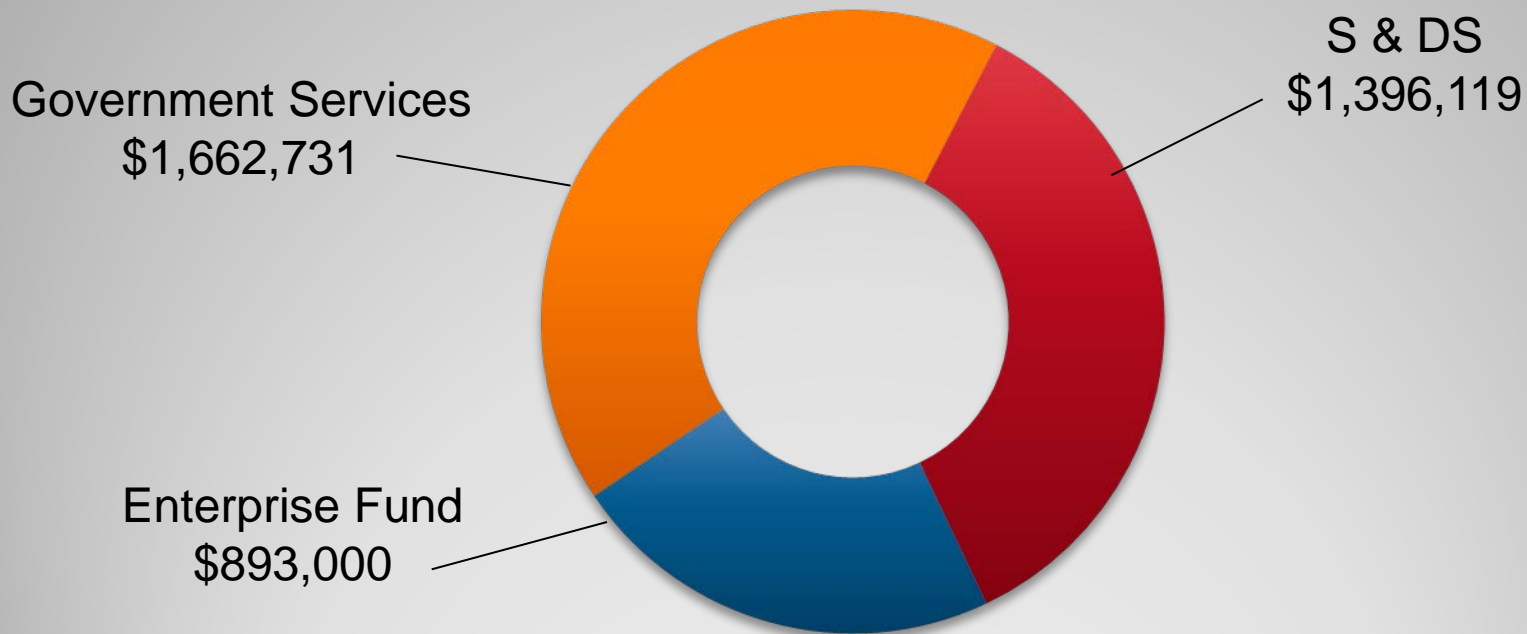
▪ **Capital Outlay –**

- \$20k Regular PPB maintenance
- \$650k HVAC Upgrade
- \$45k Copiers and scanners
- \$15k Kitchen equipment

REQUIREMENTS

Services by Others

\$3,951,850



REQUIREMENTS

Debt Service

\$438,754

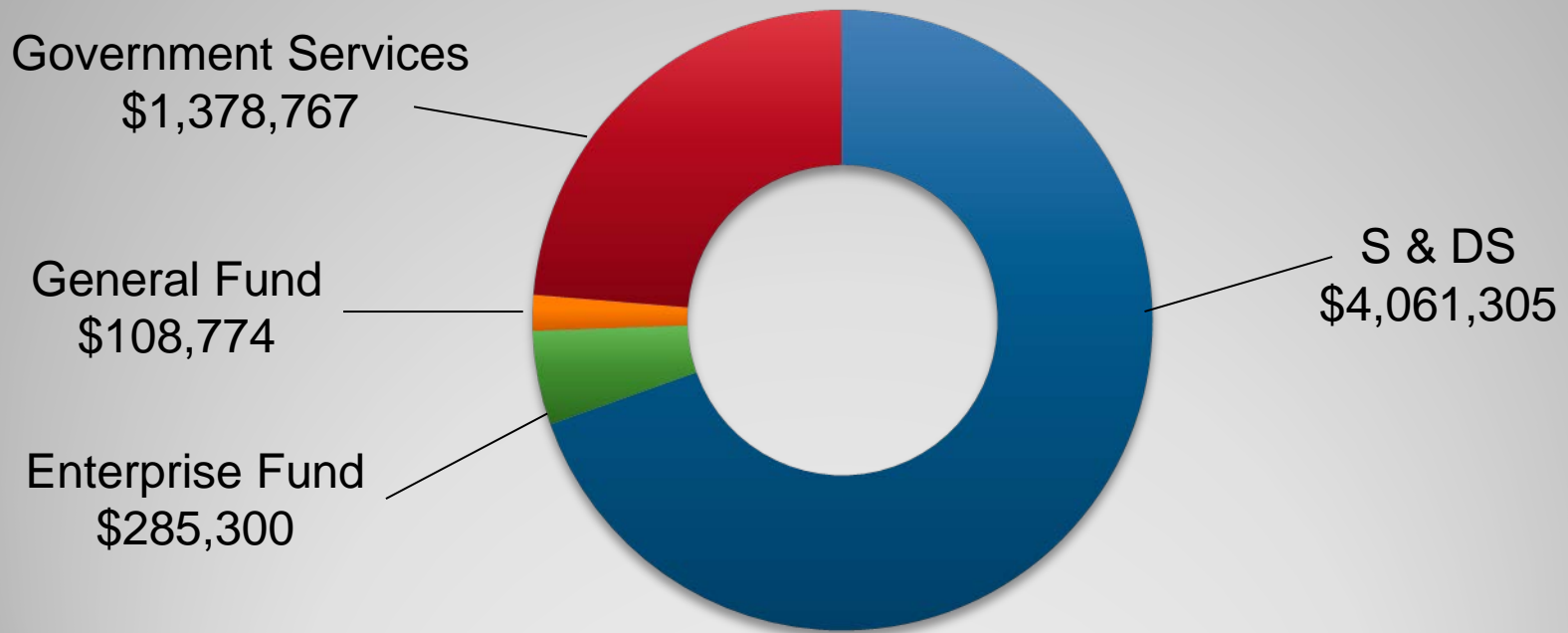


Enterprise Funds
\$438,754

REQUIREMENTS

Transfers Out

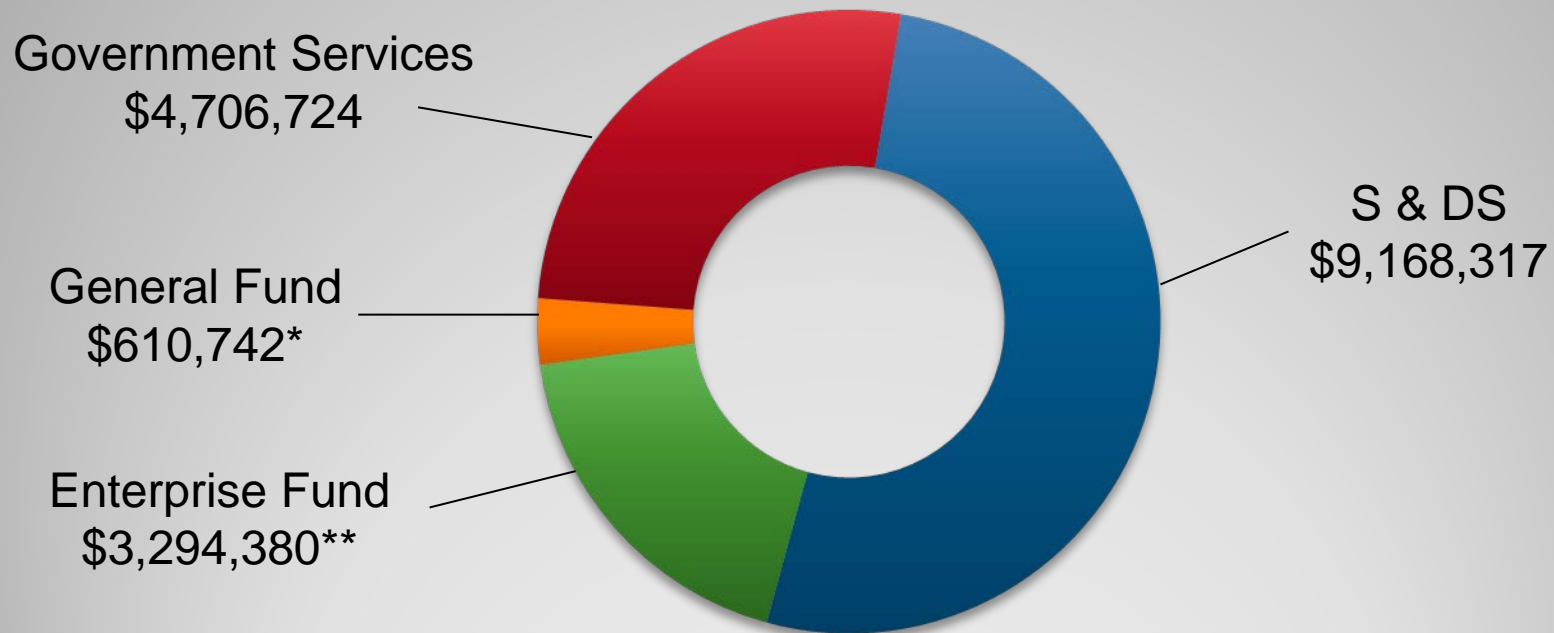
\$5,834,146



REQUIREMENTS

Ending Reserves

\$17,780,163



* Includes \$313,460 in Operational Contingency Fund, \$30,000 Insurance Deductible, \$80,000 tech reserve, and \$122,660 Indirect Carryover for S&DS.

** Includes \$627,310 in Capital Contingency Fund

Restricted Reserves

Reserve	FY21 A	FY21 R	FY22 A	FY22 R	FY23 P
General Fund	\$303,777	\$303,777	\$341,418	\$341,418	\$313,460
Government Services	\$17,713	\$17,713	\$17,713	\$17,713	\$17,713
S&DS - FT	\$158,327	\$151,370	\$136,370	\$141,427	\$129,427
S&DS - SM	\$734,692	\$1,741,591	\$1,398,838	\$1,652,762	\$1,280,006
Park Place Building (ENT)	\$366,552	\$675,500	\$675,500	\$1,000,000	\$627,310
Total:	\$1,581,061	\$2,889,951	\$2,569,839	\$3,153,320	\$2,367,916

Operations Contingency Account (GF)

- One quarterly mortgage payment: \$ 79,146
 - Two months salary: \$234,314
- \$313,460

FY23 \$610,742:

\$313,460: Cont. Account

\$30,000: Insurance Deductible

\$15,945: ConnectLane

\$80,000: Tech Reserve

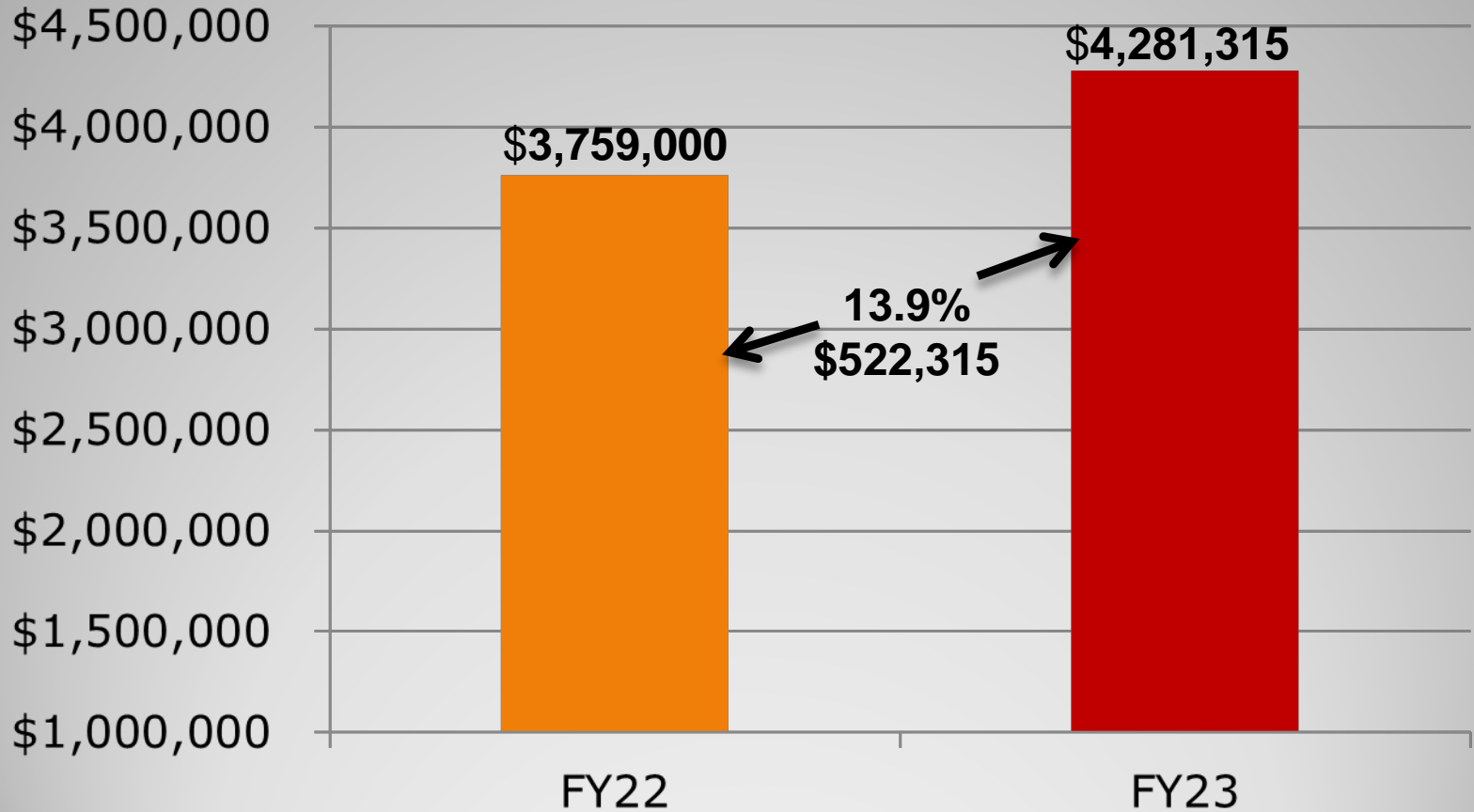
\$122,660: S&DS FY21 Excess Indirect

Capital Contingency Account Park Place Building (ENT)

- **\$627,310: Capital Cont. Account:**
 - \$20,000 for Maintenance
 - \$675,500 HVAC Upgrade

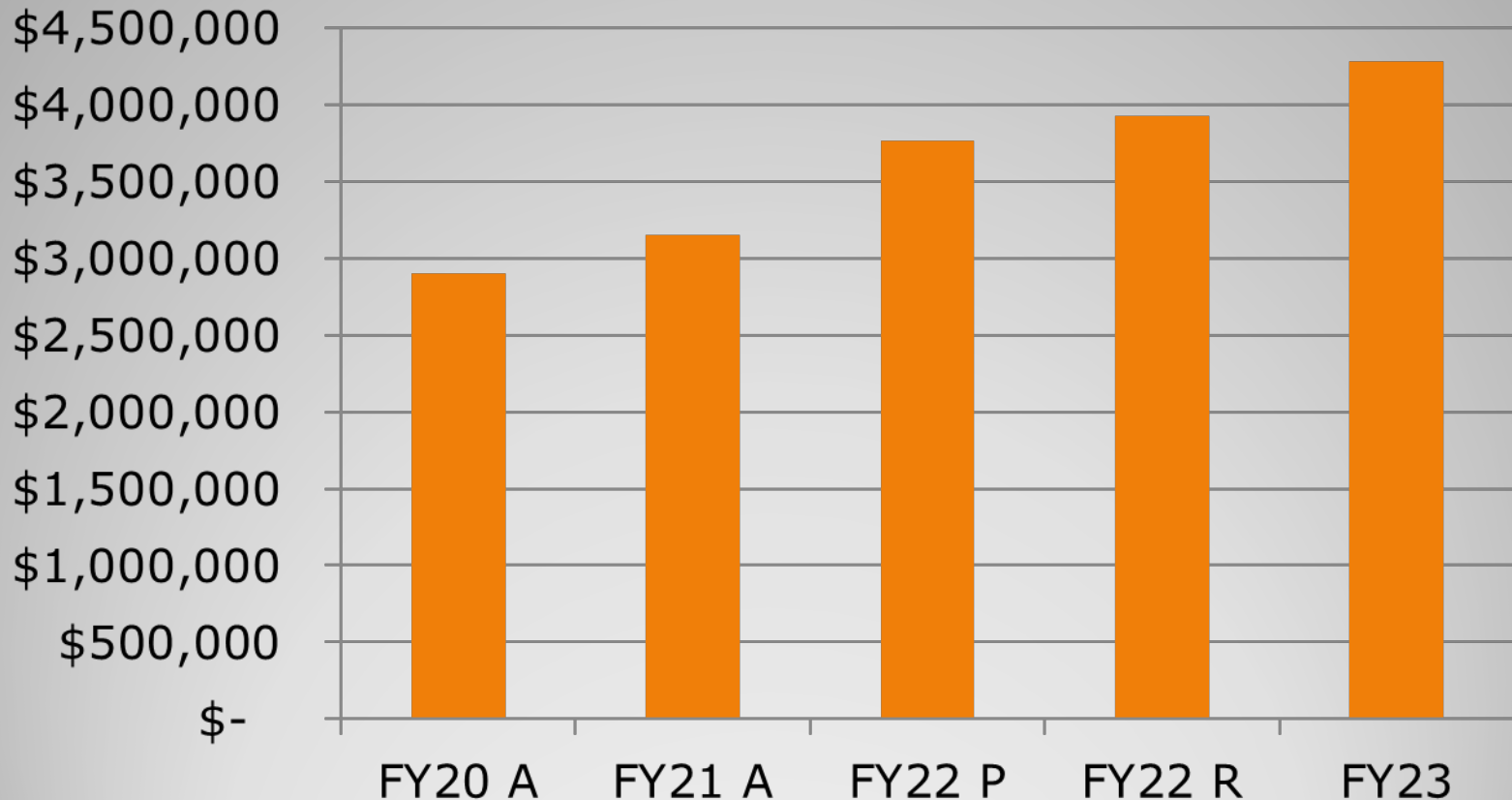
INDIRECT

\$4,281,315



REQUIREMENTS

Indirect – \$4,281,315



- **Personal Services – Increasing**
\$249,263
 - 1.0 FTE HR/ LGPS Program Manager
\$152k
- **Materials and Supplies – Increasing**
\$111,679
 - Software \$9k, Computer Supplies \$14k
 - Occupancy \$116k
 - T&T \$18k
 - Cybersecurity Insurance \$25k



RESOLUTION 2022-01

Adopting the FY 2023 Budget

WHEREAS, it is necessary for the Lane Council of Governments, hereinafter called LCOG, to adopt a revenue and expenditure Budget for fiscal year 2023, and

WHEREAS, the LCOG Budget Committee and Executive Director have determined that certain expenditures will be necessary in order to effectively address the obligations of the Work Program, and

WHEREAS, it has also been determined by the Budget Committee and Executive Director that certain revenues can be expected to accrue to LCOG in fiscal year 2023,

NOW, THEREFORE, BE IT RESOLVED:

1. That the LCOG Board of Directors hereby adopts the attached Budget for fiscal year 2023, and
2. That the following amounts are hereby appropriated for the purposes specified for the fiscal year beginning July 1, 2022:

Personal Services*	\$33,165,395
Materials and Services*	\$11,897,011
Capital Outlay	\$730,000
Services by Other Organizations	\$3,951,850
Debt Service	\$438,754
Transfers Out	\$5,834,146
Ending Reserves	\$17,780,163
	<hr/>
Total Requirements	<u>\$73,797,319</u>

PASSED AND APPROVED THIS 23rd DAY OF JUNE, 2022, BY THE BOARD OF DIRECTORS OF THE LANE COUNCIL OF GOVERNMENTS.

ATTEST:

Heather Buch, Chair
Lane Council of Governments
Board of Directors

Brendalee S. Wilson
Executive Director
Lane Council of Governments



Agenda Item Number 5. Executive Director Annual Evaluation

Date: June 23, 2022

Presenter: Brenda Wilson

Action Recommended: Accept Evaluation

Background:

The Executive Committee discussed the process for the Executive Director's annual evaluation this year and it was decided to use the same process as last year and continue to discuss a process for the annual evaluation of the Executive Director going forward. The process consisted of a survey sent to my management team, an evaluation form sent to Board members, and a Self-evaluation talking about last year's goals, accomplishments, areas for improvement, and goals for next year as well as future goals. My current two-year contract comes to the end of the two-year term on June 30, 2023, so no contract is being presented to you this year.

At the June 14, 2022 Executive Committee meeting, Josh Burstein, LCOG's HR Manager presented the survey results. After discussion, the Executive Committee voted unanimously to accept the evaluation and noted they felt my performance over the past year had been excellent. They also directed that the current contract be amended to June 30, 2025, with the discussion of compensation to be brought back to the Executive Committee in September 2022.

Proposed Action: Accept the Executive Director Evaluation as Excellent.

Attachments: Survey results; Self-Evaluation.



Date: June 14, 2022
To: Executive Committee
Subject: Executive Director Evaluation
Action Recommended: Accept Evaluation
Presenter: Joshua Burstein, Human Resources Manager

BACKGROUND:

The annual review of Executive Director Brenda Wilson for 2022 had three parts.

First there was a survey of managers and management/confidential employees. Second, Brenda provided a Self-Evaluation. You have been provided both of these documents already.

The third and final piece was a Survey of Board Members. Human Resources sent out surveys to 29 individuals and had a 27.6% response rate. This is up from last year's 23% rate.

Results and Comments:

The results for the survey are attached with the average response score for each question. The verbatim comments from the Survey are also attached, including comments provided in each evaluation section and comments provided to the open-ended questions at the end.

THIS IS A COPY OF THE QUESTIONS FROM THE SURVEY. NEXT TO EACH QUESTION IS THE AVERAGE NUMERICAL ANSWER, BASED ON THE 1 TO 5 SCALE.



LCOG Executive Director Performance Evaluation

July 2021 – June 2022

- 5 → EXEMPLARY** Consistently performed in a manner demonstrating an exceptional level of knowledge and skill exceeding what is normally expected in performing this function and merits recognition.
- 4 → EXCEEDS EXPECTATIONS** Consistently performed in a manner that meets and frequently exceeds expectations. The performance is distinctly better than what is normally expected in performing this function.
- 3 → EFFECTIVE** Consistently meets normal expectations and is performed in a competent and skilled manner. Performance is fully satisfactory in its performance without any significant exceptions.
- 2 → DEVELOPING** Performed at a level that is expected of a person who is learning and gaining experience in this function. Skill and performance are near or steadily approaching full proficiency.
- 1 → IMPROVEMENT NEEDED** Improvements are needed to bring performance to a consistent and effective level to meet expectations.
- N/A → DON'T KNOW** Did not observe this area.
-

ADVISING/ASSISTING THE BOARD OF DIRECTORS

4.86

- Preparation for Board meetings – Agenda and supporting materials
- Quality of content and clarity of the Board Reports
- The adequacy and timeliness of presentations of major plans and programs, along with alternative courses of action for Board review and action
- The quality of assistance in getting answers and resolving problems brought to the attention by individual Board members
- Reports progress and outcomes to the Board and offers strategies for mid-course corrections and adjustments as necessary

MANAGEMENT

Fiscal Management

5.0

- Develops LCOG programs, resource plans, and budgets for projects and divisions
- Monitors expenditures and resources to ensure spending is within budget or makes appropriate modifications

Risk Management

5.0

- Takes actions in which the benefits in efficiency and effectiveness in service and reliability are weighed against potential risks
- Establishes internal controls which address potential risks of inefficiency, ineffectiveness, fraud, abuse, or mismanagement

Performance Management

5.0

Works with employees to set and communicate performance standards. Provides specific performance feedback

- Supports and corrects employee efforts to achieve agency's goals
- Clarifies responsibilities, authority and expectations
- Provides timely guidance and feedback to help employees accomplish tasks or solve problems

Problem Solving

5.0

- Approaches problems by determining their significance, collecting data and making sound decisions

Change Management

5.0

- Demonstrates support for innovation and organization changes needed to improve the agency's effectiveness
- Develops, plans and follows through on change initiatives

VISION/MISSION

Communications

5.0

- Ensures the Board is kept informed about developments, issues and plans
- Ensures that important information is shared with employees and others as appropriate

Thinks Strategically

4.86

- Formulates strategies that are achievable, cost-effective and meet agency goals and mission
- Provides analysis of policy issues; develops proposals and develops plans that address consumer and stakeholder concerns

Long Term Vision

4.29

- Communicates clear and relevant information of where the agency should be in 3, 5, 10, or 20 years

ACCOUNTABILITY

Building Trust

4.86

- Understands others interests, needs and concerns
- Develops, maintains and strengthens partnerships with others inside and outside the agency

The Community

5.0

- Makes consumers and stakeholders and their needs a primary focus
- Develops and sustains positive regional relationships

Credibility / Ethics

5.0

- When confronted with ethical dilemmas, acts in a way that reflects relevant law, policy and procedures, agency values and personal values
- Meets commitments and takes responsibility for actions

COMMUNICATIONS

Conflict Management

5.0

- Recognizes differences of opinion, brings them out into the open for discussion and looks for, if possible, win-win solutions

Communicating in Writing

4.86

- Presents information, analysis, ideas and positions in writing in a clear manner to the Board and others within and outside the agency

Communicating Verbally

4.86

- Makes clear and informational oral presentations to the Board and others within and outside the Agency

Listening

4.86

- Responds to statements and comments of others in a way that reflects understanding of the content and intent

Facilitation

4.86

- Uses facilitation skills to lead a group to consensus, effectively solving problems and accomplishing tasks

STAFF DEVELOPMENT/SUCCESSION PLANNING

Delegation

4.5

- Assigns decision-making and work functions to maximize agency and individual effectiveness

Develops Employees

5.0

- Shares information, advice and suggestions to help employees and others to be more successful; promotes training and educational opportunities
- Collaboratively works and meets with direct reports to set performance objectives and discuss progress

Provides Support

5.0

- Recognizes and rewards employees for their achievements
- Acknowledges and thanks employees for their contributions in completing work and meeting patron needs

PERSONAL DEVELOPMENT

Initiative

4.71

- Identifies what needs to be done and takes action

Flexibility

5.0

- Makes effective decisions and achieves desired results when unplanned changes occur

Emotional Intelligence

5.0

- Exhibits consideration of the feelings of others
- Demonstrates an appreciation of the differences in people and opinions

Performing Under Stress

5.0

- Keeps functioning effectively under critical and tight deadlines, heavy workloads and/or other pressures
- Can effectively handle several challenging problems or tasks concurrently

LEADERSHIP

5.0

- Demonstrates support for the Board and its direction to the Management Team and employees, consumers and outside stakeholders/agencies
- Appropriately challenges and engages in healthy dialogue with the Board regarding matters in which there were dissenting opinions
- Appropriately demonstrates support for the Management Team in their recommendations and management of their divisions, departments, and with stakeholders/agencies and/or consumers
- Accepts personal responsibility and accountability for agency decisions, initiatives and results to employees, external stakeholders/agencies and consumers.

BOARD GOALS - Does the Executive Director's performance support and promote LCOG's Values, Mission, and Board Goals?

- Keep LCOG nimble and continually look for innovative and enterprising ways to support member agencies and the citizens they serve in this dynamic, change-centric environment.

5.0

- Balance budget and maintain services amid COVID-19 recovery.

5.0

- Build LGPS into a sustainable program.

5.0

- Continue to look at Business Loan consolidation possibilities.

4.83

- Look at how LCOG could broker cost points for members post COVID-19.

5.0

- Continue integrating and building upon equity and diversity work.

5.0

- Continue management training.

5.0

- Look at telework for future work model
5.0
- Revise the Park Place Building Preservation and Maintenance Schedule
5.0

Review of Executive Director Brenda Wilson, 2022

The annual review of Executive Director Brenda Wilson for 2022 had three parts.

First there was a survey of managers and management/confidential employees. Second, Brenda provided a Self-Evaluation. You have been provided both of these documents already.

The third and final piece was a Survey of Board Members. Human Resources sent out surveys to 29 individuals and had a 27.6% response rate.

NUMERICAL SURVEY RESULTS

See attached document for this information.

COMMENTS

The following are the verbatim comments from the Survey, including comments provide in each evaluation section and comments provided to the open-ended questions at the end.

ADVISING/ASSISTING THE BOARD OF DIRECTORS

I'm not sure there is an organized systematic orientation program for new board members. If there isn't, I think LCOG would benefit from one.

Brenda is always on top of board meetings and each item on the agenda

Brenda does an incredible job supporting the Board.

Brenda is capable and responsive to the Board.

Brenda is always prepared and anticipates and discloses any potential issues or challenges. Very transparent, clear information, right content.

Provides information in a very understandable manner

MANAGEMENT

Fiscal Management, Risk Management, Performance Management, Problem Solving, Change Management

This last year has been all about change and transition both individually and collectively. This is a big challenge for most public agencies to make in a relatively short amount of time. LCOG provides a lot of diverse services and it could have been easy to have one drop in all the turmoil of covid-19 but she hasn't let that happen. That helps keep our members more stable as they navigated through covid as well. Great job, Brenda!

Brenda was stretched thin during the pandemic, as was everyone, but she has managed LCOG in an excellent fashion nonetheless.

Brenda budgets conservatively and also sets the organization up to be sustainable and within budget. If there are budget changes they are clearly communicated and are often in response to emerging opportunities.

Appears to be always looking down the road to anticipate any upcoming issues

VISION/MISSION

Communications, Thinks Strategically, Long Term Vision

Brenda communicates very well with the board and clearly thinks strategically. I wouldn't mind being able to see the long term vision annually and compare it with previous years.

Appears to be always looking down the road to anticipate any upcoming issues

LCOG's mission and vision are in good hands with Brenda.

Brenda always sets the organization up for long term success. I only marked a 4 for the long term vision as I think we haven't discussed a 10 or 20 year plan, but do believe that could be worthwhile to think about after we believe we have recovered from the COVID shock.

ACCOUNTABILITY

Building Trust, The Community, Credibility/Ethics

Brenda leads with integrity and can always be counted on to make the ethical decision.

Highly ethical, trustworthy, transparent, and always has the interest of the community, organization, staff, and board in mind.

COMMUNICATIONS

Conflict Management, Communicating in Writing, Communicating Verbally, Listening, Facilitation

Dealing with a large board can be tough on an Executive Director, but she does it well. She has the trust of her board and helps us through some very complicated issues.

Brenda excels at clear and effective communication.

While I haven't directly witnessed Brenda's conflict management, I generally get the sense that she is skilled in this arena due to the outcomes she successfully achieves.

STAFF DEVELOPMENT/SUCCESSION PLANNING

Delegation, Develops Employees, Provides Support

As a board member, I am not privy to how she works with staff, other than when other staff present to us. Therefore, I'm unable to comment on this section.

While Brenda always seems to be working, she also does a remarkable job of delegating to and empowering her staff. I haven't witnessed this directly, so I would look to the staff reviews (if applicable) to garner this feedback.

PERSONAL DEVELOPMENT

Initiative, Flexibility, Emotional Intelligence, Performing Under Stress

Brenda is an inspiration!

Brenda has always persevered during challenging times. She is creative, a skilled negotiator, doesn't take no for an answer and seems to find unique solutions in seemingly helpless situations.

LEADERSHIP

Does a very good job managing a 70 million dollar a year organization

Brenda demonstrates excellent leadership in the performance of her job.

LCOG is fortunate to have Brenda Wilson at the helm!

Brenda gives the board the right amount and type of information so that we can make informed decisions. She always gives us the highlights, pitfalls, and any challenges she perceives on the horizon. While there has rarely been the need, I do believe that Brenda would be the first to acknowledge personal responsibility for negative outcomes and would share in the gratitude for positive team outcomes.

Does a very good job managing a 70 million dollar a year organization

BOARD GOALS

Does the Executive Director's performance support and promote LCOG's Values, Mission, and Board Goals?

several items above would not allow me to enter a score: Diversity Equity and Inclusion (the prompt said "diversion" I assume it was intended to say "diversity" - my rating is NA. Management Training - my rating is NA.

The form doesn't let me click all the boxes, not sure if that is what was intended.

I am a new addition to the LCOG board so haven't had the experiences to properly evaluate Brenda. She seems to be a strong leader with a good command of what is the job entails. I think her own reflections, as well as the input from staff, will be her best guide for improvement moving forward.

Three points above were all connected for some reason, so I could only give feedback on one. I am not sure what " Look at how LCOG could broker cost points for members post COVID-19" means.

Questions at end:

What do you feel are the Executive Director's strengths?

Brenda is a highly regarded and well respected leader in the community. She has earned that reputation through years of hard work and reliability. She is highly organized, communicates with confidence and authority while remaining humble and approachable, and she is knowledgeable and learns quickly. She seems to have an excellent grasp of the most complex government programs and bureaucracies with an eye toward how our region might benefit from them.

Brenda is smart, tenacious, strong, and not easily overwhelmed. Her compassion shows in her work and her leadership style is seeds trust.

Always thinking and planning for what changes are coming. Keeps Board informed and provide information to city officials

Organizational Skills, Leadertship Skills, Communication Skills, Commitment to LCOG

Brenda is highly organized and has an excellent knowledge of the different facets of her position. She listens to others and works hard to provide answers to questions.

Compassion, true listening, strategic thinking, sense of humor, willingness to be vulnerable, decision making ability.

Transparent, solution oriented, skilled problem solver, conservative budgeting, multitasker extraordinare.

Organizational Skills, Leadership Skills, Communication Skills, Commitment to LCOG

What do you feel are the Executive Director's areas for growth?

I don't have much of a sense of Brenda's vision for the agency, what she might like to see improved/changed, or her thoughts about the future of LCOG.

Making sure staff is sustainable for the future

I don't have enough information to make that judgement.

Continue to delegate.

Given that Brenda is so skilled at what she does and has such a deep knowledge and experience, sometimes when ideas are presented that are contrary to her idea of the path forward, there is a little resistance, though she tries to hide the discomfort and be open, it is apparent when there is some disdain for the idea presented. Very minor point, just the only item that I could think of to be aware of when soliciting ideas from a group.

Additional Comments:

I've served on multiple public agency boards. I have less connection with Brenda than I've had with any other CEO with which I have served. I'm not quite sure why, but the lack of connection makes me feel less involved than I am accustom to as a board member, less sure of what is going on, and like the board is less involved with the agency.

I always have the sense that Brenda is very busy, but I don't have a feel for what it is that keeps her so busy. This is different from other public agency boards on which I have served. I have the sense that Brenda is sort of in emergency management mode most of the time, putting out fires with less effort spent on how to prevent fires

SURVEY RESPONSES

2022 Executive Director Annual Review
Manager and Management Confidential

#1

COMPLETE

Collector: Web Link 1 (Web Link)
Started: Thursday, April 28, 2022 3:03:20 PM
Last Modified: Thursday, April 28, 2022 3:23:14 PM
Time Spent: 00:19:54

Page 1

Q1

What do you think are Brenda's most positive contributions to her job?

She conveys leadership, depth of experience, knowledge and dedication.

Q2

What changes in performance, style, approach, etc., would you suggest Brenda make to enhance her effectiveness in her position?

The administration of more positive feedback through management; Acknowledge what is going well more so than just focusing on what needs to be improved. Build on the successes - big and small.

Q3

Are you confident in the overall effectiveness of Brenda as a manager?

Yes.

Q4

Do you think Brenda is responsive to ideas, requests, suggestions, and concerns from staff?

Yes.

Q5

Does Brenda treat everyone on staff fairly?

Yes.

Q6

Is Brenda accessible and approachable?

Yes.

Q7

Does Brenda create an open and trusting environment?

Yes.

Q8

Do you think the Agency is managed well as a whole?

Yes.

Q9

How informed does management keep you with Agency matters?

Medium -> Well.

Q10

Are there any other comments you think would be helpful?

Thank you.

#2

COMPLETE

Collector: Web Link 1 (Web Link)
Started: Thursday, April 28, 2022 3:06:38 PM
Last Modified: Thursday, April 28, 2022 3:41:11 PM
Time Spent: 00:34:32

Page 1

Q1

What do you think are Brenda's most positive contributions to her job?

A supportive and empowering leadership style. In my experience of her in meetings with managers from various departments, she cultivates engagement by listening to and encouraging their ideas and demonstrates trust in their abilities to exercise independent judgment, carry out new initiatives, etc. Brenda is never threatened by anyone's brains, ambition or ability; she makes clear that people have her authority to manage their respective projects and challenges using their own skills and judgment. When judging difficult matters, she invites and considers other perspectives, is very thoughtful - but is still decisive and firm with her final position.

Q2

What changes in performance, style, approach, etc., would you suggest Brenda make to enhance her effectiveness in her position?

If I shadowed Brenda for a whole month, I imagine I'd find some thing(s) she could do better, but what I see is an executive who believes hers is a 24-hour a day job who is utterly devoted to the mission. I'm unaware of her ever saying "No" to solving a new problem or finding an answer to a new need in LCOG's jurisdiction.

Q3

Are you confident in the overall effectiveness of Brenda as a manager?

Very much so.

Q4

Do you think Brenda is responsive to ideas, requests, suggestions, and concerns from staff?

Yes, very much so. She doesn't at all suffer from thinking that only her ideas are good ideas.

Q5

Does Brenda treat everyone on staff fairly?

To the extent that I have personally witnessed, yes.

Q6

Is Brenda accessible and approachable?

I've never had a boss more accessible and approachable.

Q7

Does Brenda create an open and trusting environment?

In my experience of her leadership, yes, very much so.

Q8

Do you think the Agency is managed well as a whole?

Very much so.

Q9

How informed does management keep you with Agency matters?

Management keeps me reasonably well informed.

Q10

Are there any other comments you think would be helpful?

Brenda's reputation among leaders in Lane County and beyond is very high; her leadership skills are in constant demand. How she hasn't been "cherry picked" to become the chief executive at a public or private entity five to ten times the size, diversity and budget of LCOG is beyond me. She's been ready to do so for years now. My comment to the Board: enjoy her leadership while you can.

#3

COMPLETE

Collector: Web Link 1 (Web Link)
Started: Monday, May 02, 2022 12:59:22 PM
Last Modified: Monday, May 02, 2022 1:33:51 PM
Time Spent: 00:34:29

Page 1

Q1

What do you think are Brenda's most positive contributions to her job?

Caring about our budget and consumers

Q2

What changes in performance, style, approach, etc., would you suggest Brenda make to enhance her effectiveness in her position?

be more present, she has kind of faded out of the picture. Some of our new staff hardly know her.

Q3

Are you confident in the overall effectiveness of Brenda as a manager?

Yes, I think she really cares about our community, consumers and agency.

Q4

Do you think Brenda is responsive to ideas, requests, suggestions, and concerns from staff?

I know when I have reached out to her she has been responsive, do I always hear what I want to hear, no, but I respect her for hearing me out and helping make a decision. I do feel that HR needs to have the same standards of follow through that the rest of us have, and own up to errors when they make one. Makes us feel less valued when only our faults or errors are brought to meetings.

Q5

Does Brenda treat everyone on staff fairly?

I think she goes the extra mile to make sure if there are disciplinary issues that she look at all angles and makes sure the right decisions are being made. It's not an easy job! I do feel there is a different standard when it comes to LCOG staff and S&DS staff standards.

Q6

Is Brenda accessible and approachable?

I believe so, I have not found her to not be both.

Q7

Does Brenda create an open and trusting environment?

There are at times when bring something really hard to discuss to Brenda, that fear can take over, but overall I think she is fair and tries to have a trusting environment.

Q8

Do you think the Agency is managed well as a whole?

Usually, I think having so many open vacancies in each department and struggling to have staff cover everything is stressful and falls on the managers to try and help staff understand that there is nothing we can do except keep advertising for our open positions and hope they get filled. The whole Cohort is a nightmare. It can at times feel like managers are overlooked, we have those that work hard everyday to meet deadlines, then we have those that do what is needed to skim by. Eval feed back does not seem to make a difference. if a survey monkey was put out, I think you would find out how things are really going as a whole.

Q9

How informed does management keep you with Agency matters?

great question, I feel we are on a need to know bases. Feels like things have shifted and things are not shared with managers or staff like they were in the past. It makes our staff often distrust us when we say, "I honestly do not know" (why something happened or changed).

Q10

Are there any other comments you think would be helpful?

We have so many protocols to follow, like getting our EIS forms in 2 weeks early, then comes the day new staff start and not have the updates done the day new staff start is frustrating. Feels like deadlines are only for S&Ds staff only. We rely on everyone being team players, no matter what office you work in.

#4

COMPLETE

Collector: Web Link 1 (Web Link)
Started: Monday, May 02, 2022 1:26:26 PM
Last Modified: Monday, May 02, 2022 1:38:06 PM
Time Spent: 00:11:39

Page 1

Q1

What do you think are Brenda's most positive contributions to her job?

I appreciate how dedicated Brenda is to her job as Director and us as her Staff. She is energetic, honest, and hard working and yet she really cares about how everyone is treated. She is a balance of firmness and compassion.

Q2

What changes in performance, style, approach, etc., would you suggest Brenda make to enhance her effectiveness in her position?

I have not suggestions at this time.

Q3

Are you confident in the overall effectiveness of Brenda as a manager?

Yes. I believe things run well at LCOG because she leads by example and empowers people to make good decisions and holds us accountable for our actions but is also understanding and reasonable.

Q4

Do you think Brenda is responsive to ideas, requests, suggestions, and concerns from staff?

Yes. I have seen that she has made changes based on recommendations from staff that made sense and were in the best interest of LCOG and its employees.

Q5

Does Brenda treat everyone on staff fairly?

Yes.

Q6

Is Brenda accessible and approachable?

Brenda is beyond busy, but I have never had any problems approaching her. She is quick to respond by email, or in person and I feel she is very approachable.

Q7

Does Brenda create an open and trusting environment?

Yes.

Q8

Do you think the Agency is managed well as a whole?

Yes.

Q9

How informed does management keep you with Agency matters?

I feel very informed. I appreciate the updates on changes occurring within the agency that are usually done via email.

Q10

Are there any other comments you think would be helpful?

I appreciate Brenda Wilson as a person and as a leader. I really like her leadership style and look forward to working with her for years to come.

#5

COMPLETE

Collector: Web Link 1 (Web Link)
Started: Monday, May 02, 2022 12:49:11 PM
Last Modified: Monday, May 02, 2022 2:28:37 PM
Time Spent: 01:39:25

Page 1

Q1

What do you think are Brenda's most positive contributions to her job?

Brenda is decisive, savvy and has knowledge and experience that is helpful for me in my position. She also is willing to step-in and help when an issue arises.

Q2

What changes in performance, style, approach, etc., would you suggest Brenda make to enhance her effectiveness in her position?

I have no opinion on this as of now.

Q3

Are you confident in the overall effectiveness of Brenda as a manager?

Yes.

Q4

Do you think Brenda is responsive to ideas, requests, suggestions, and concerns from staff?

Yes. Brenda has been very open to ideas, suggestion and questions.

Q5

Does Brenda treat everyone on staff fairly?

Yes

Q6

Is Brenda accessible and approachable?

Yes

Q7

Does Brenda create an open and trusting environment?

I feel she does with higher-level staff. I think many staff find her elusive but that has not been my experience.

Q8

Do you think the Agency is managed well as a whole?

Yes

Q9

How informed does management keep you with Agency matters?

Well informed.

Q10

Respondent skipped this question

Are there any other comments you think would be helpful?

#6

COMPLETE

Collector: Web Link 1 (Web Link)
Started: Wednesday, May 04, 2022 9:20:22 AM
Last Modified: Wednesday, May 04, 2022 10:57:34 AM
Time Spent: 01:37:11

Page 1

Q1

What do you think are Brenda's most positive contributions to her job?

I think Brenda is a good macromanager. She allows staff to carry out their responsibilities independently and is available and willing to listen when they ask for help. She is also good at delegating tasks so that we can work with her as a team. She makes herself available to member organizations that need our help.

Q2

What changes in performance, style, approach, etc., would you suggest Brenda make to enhance her effectiveness in her position?

Remind staff how they can submit items to her suggestion box. Maybe stop in at division, department, or unit meetings to say hello when she is available for a few minutes to give updates and/or answer questions.

Q3

Are you confident in the overall effectiveness of Brenda as a manager?

Yes

Q4

Do you think Brenda is responsive to ideas, requests, suggestions, and concerns from staff?

Yes

Q5

Does Brenda treat everyone on staff fairly?

Yes

Q6

Is Brenda accessible and approachable?

Yes. Despite her schedule being packed, she does her best to make sure staff needs are taken care of.

Q7

Does Brenda create an open and trusting environment?

Yes

Q8

Do you think the Agency is managed well as a whole?

Yes

Q9

How informed does management keep you with Agency matters?

Fairly well.

Q10

Are there any other comments you think would be helpful?

No

#7

COMPLETE

Collector: Web Link 1 (Web Link)
Started: Thursday, April 28, 2022 12:19:57 PM
Last Modified: Tuesday, May 10, 2022 4:06:08 PM
Time Spent: Over a week

Page 1

Q1

What do you think are Brenda's most positive contributions to her job?

Highly regarded locally and across the state, she is a strong, determined, savvy leader. She is supportive, open to new ideas and has a good sense of humor. I appreciate and acknowledge her commitment and practice she to meet individually with each new employee as a welcome to LCOG.

Q2

What changes in performance, style, approach, etc., would you suggest Brenda make to enhance her effectiveness in her position?

The time and opportunity for greater visibility and connection with staff at all levels, acknowledgement of LCOG successes and strengths, what we are doing well.

Q3

Are you confident in the overall effectiveness of Brenda as a manager?

Yes!

Q4

Do you think Brenda is responsive to ideas, requests, suggestions, and concerns from staff?

Yes, that is my experience. She listens. She asks pointed, relevant questions and she delivers honest feedback.

Q5

Does Brenda treat everyone on staff fairly?

Yes, that is my experience.

Q6

Is Brenda accessible and approachable?

Yes, that is my experience, regardless of how busy she is, she makes time.

Q7

Does Brenda create an open and trusting environment?

Yes, overall, that is my experience.

Q8

Do you think the Agency is managed well as a whole?

Yes

Q9

How informed does management keep you with Agency matters?

Reasonably well in matters most directly impacting my division.

Q10

Are there any other comments you think would be helpful?

Thank you.



May 24, 2022

To: LCOG Board Members
From: Brenda Wilson
Subject: Executive Director Self-evaluation

As I enter into my 11th year with LCOG, I am taking a moment to reflect on this past year, but more importantly, I am looking forward to where we are headed as an agency. Our work environment continues to be unpredictable, with the impacts of the Pandemic affecting how we work, the needs of our members and consumers, and priorities for our staff. While many facets of the workplace seem to have changed permanently, many tenets of our agency remain unchanged. In the face of these uncertainties, we continue to grow and expand our capabilities to serve our region and clients and deliver quality services and invest in our employees.

When this year started, I knew it wouldn't be an easy year. This year has been unique in so many ways and has included significant trials around multiple emergencies and significant HR issues to navigate on a large scale. Our Government Services Division Director retired and while a national search resulted in an excellent hire from our own region, the transition took several months. Our Senior and Disability Services Division Director was offered a new position in our region and while I am grateful we have an excellent and capable Program Manager who has agreed to fill the position in the interim, the transition is still a challenge.

And leading the organization through the Pandemic has been the hardest challenge of my 35+ year in management. LCOG's greatest asset is the people providing service to our consumers, members, and the region. While we had impacts to much of our work force, we faced a significant challenge this past year enforcing the Governor's vaccination mandate which applied to several groups of LCOG employees, resulting in some very difficult conversations and decisions and the loss of several long-time employees.

As I reflect on the past year, I must acknowledge the incredible work LCOG's staff did in the face of difficult and sometimes overwhelming circumstances. I am grateful for such a strong team and I know the challenges have made us stronger and ready to take on whatever the upcoming year wants to throw at us.

STAFF FEEDBACK: As part of my Self-evaluation, Human Resources sent out a survey to management staff as I work most closely with those staff members. The survey results are attached, but there were several themes that appeared throughout the survey responses. While I wish more had responded, I am hopeful that is because there are not issues with my leadership that need to be pointed out.

Overall, I am incredibly humbled by the input and comments. I have worked hard to be a servant leader - encouraging diversity of thought, creating a culture of trust, having an unselfish mindset (it's not about me), and fostering leadership in others. The comments show I am reflecting those qualities. Those that responded feel I am a strong, dedicated, and effective leader who is fair and open to ideas and suggestions, treats staff fairly, is accessible and supportive, and strives to empower staff. They also feel like the agency is managed well as whole.

There are definitely areas where I think I could have done better over the last year that will be areas I focus on in the upcoming year:

- More visible presence - The Pandemic definitely impacted how I interact with staff. While I have continued to meet new staff after their first month with LCOG, it has been more difficult to meet with staff in person due to time challenges and with many staff still working remotely part of the time. Having said that, I think I could have done a better job of connecting with employees - and partners - in person, without a specific purpose. As it become safer to gather, I will make more of an effort to become more of a presence in person.
- More communication about what is going on in the agency and why. There was mention of more communication on agency matters and from me. I admit, over the past year, I have communicated to staff through the Emergency Operations Committee on which I sit. I felt as we continued to move through the Pandemic, that staff hear from the EOC as a whole so we could provide a united voice on the many decisions that had to be made on a weekly, if not daily, basis. As we

move out of the emergency of the Pandemic, I will return to more direct communication with staff.

- Work with Central Services, like Human Resources, to make sure staff are getting the support they need and expect. There was mention of the Divisions being treated differently, which is not acceptable whether real or perceived and I will work on making sure this is corrected in the upcoming year.

CURRENT YEAR: Below are some notable accomplishments LCOG can show as successes under my leadership this year. I would be remiss if I did not state that none of the accomplishments below were completed by my hand alone, these achievements are noted because of the hard work of the dedicated professionals here at LCOG for which I have the honor of leading:

- Balanced the **Budget once again for the ninth year in a row** and maintained services amid COVID-19 recovery.
- Received the **GFOA Award** for Excellence in Financial Reporting for the FY21 Annual Comprehensive Financial Report (ACFR).
- Continued to prioritize **training of management staff** on critical leadership skills.
- Built a **strategy for office space** to include teleworking.
- Began facilitation of the **Eugene/Springfield Fire Departments'** future.
- Continued to build **Local Government Personnel Services (LGPS)** into a sustainable program by adding new programs like Executive Evaluations.
- Successfully negotiated the strategy for \$2.1 million in **Coronavirus Response and Relief Supplemental Appropriation Act (CRRSAA) funds**, along with LCOG's \$838,000 share.
- Negotiated a new **Collective Bargaining Agreement** with the Service Employees International Union (SEIU) for Senior and Disability Services staff.

There are a number of projects that are continuing:

- Upgrade of the **Park Place Building HVAC System** and revise the **Preservation and Maintenance Strategy**.
- Develop a **marketing strategy for RLID**.

- Improve **organizational culture** so LCOG is a diverse, equitable, and welcoming workplace.
- Determine role, composition, and charge of **Lane Economic Committee**.
- Establish standards as well as a process for an **annual formal performance evaluation of the Executive Director**.
- Further refine the continuity of operations plan for broader implementation of our **emergency/disaster preparedness and response**.
- Explore **refinancing the mortgage** on the Park Place Building.
- Revising our **Contingency Account Policies, including stabilizing S&DS funding**.
- Attend the Harvard Kennedy School to complete my **Executive Education Certificate**.

OVERARCHING GOALS FOR FY23: In addition to addressing the ongoing projects and challenges, one area that I intend to focus on this year, in light of the ongoing changes in leadership within the Divisions, is continually reinforcing our shift to a more proactive and positive culture. We have been in triage mode for the past two years and we have the opportunity to start some active building and growth.

Recruitment and retention has impacted LCOG like many businesses and organizations. We need to find ways to attract and keep qualified staff and we need to assist our members in doing so as well. The transition from remote work to returning to the office was challenging for some staff and resulted in many issues. We will continue to learn from the challenges and incorporate those lessons into our updated Teleworking Program.

I am also excited to work with our new Government Services Director on the many opportunities coming up in the next year. I will also work with the Interim Senior and Disability Services Director to determine the best way to fill that very important position. We will also work to build training manuals for all leadership positions to allow longer term continuity in the event of employee transitions.

We have lost some of our connection to some of LCOG's members and regional partners over the past two years and need to rebuild and strengthen those relationships. We also need to make sure LCOG is providing services our members need and want.

We will continue to refine our internal processes and build greater efficiency so that our teams can focus more of their time on providing high level services throughout our region.

I will continue to seek knowledge, listen in an active way, remain open to new ideas, and provide accurate and informative information. I attempt to lead by example and will continue to do the right thing and do those things in the right way. I have high expectations for myself and LCOG and will continue to support staff in accomplishing the commitments made to our region.

CONCLUSION:

This past year has been challenging but I am grateful for the dedicated LCOG staff who have continued to provide such a high level of service through many challenges. I am also thankful for your leadership and support as well as the trust you have extended to me to lead this organization on your behalf.

Finally, it has been both an honor and a rewarding challenge to serve the Board, LCOG's members and consumers, and this region over the past ten years and I look forward to the opportunity to continue to serve this region. While we have financial challenges ahead and many unknowns, I'm confident that LCOG will continue to serve the region in a way that meets your expectations.

Respectfully Submitted,

Brenda Wilson, Executive Director



Agenda Item Number

6.

Service Employees International Union (SEIU) Collective Bargaining Agreement for 2022 - 2026

Date: June 23, 2022

Presenter: Brenda Wilson

Action Recommended: Ratify Contract

Subject: Service Employees International Union (SEIU)
Collective Bargaining Agreement for 2022 –
2026

Action Recommended: Ratify and Adopt Resolution

Background:

The Collective Bargaining Agreement (CBA) between LCOG and the Service Employees International Union (SEIU) will expire on June 30, 2022.

The Major points for this CBA are as follows:

1. We kept a 5% cost-share for health insurance (medical/vision), even though they wanted to lower it to 1.5%.
2. We kept in the CPI 5-year average, even though they wanted a flat 7% increase on 7/1/22. We did add in a minimum of 1% and a maximum of 5% each year for a COLA, but we do not expect the CPI 5-year to go that high.
3. We did add a one-time lump sum payment in the second pay period in July 2022 for bargaining unit members, equivalent to 2.5% of annual employees base wage as of June 15, 2022.

4. We agreed in an LOA to provide a \$1,000 lump-sum payment to bargaining unit members on June 17 based on them being hired on or before June 1, 2022.
5. We added a top-step bonus of \$800 for people at top-step for 5 years, but kept it at \$500 for the first four years of top-step.
6. We changed the bilingual differential from 3.5% of base wage to an annual \$2,650 prorated by pay period, to be more equitable to lower-range employees. We added a higher differential of \$3,500 annually prorated per pay period, for employees who complete statewide certification using criteria selected by LCOG. Note: this is instead of, not in addition, to the \$2,650 for those employees who test.
7. We added that reclassifications up will provide at least a 3.5% wage increase.
8. We kept the same accruals for Vacation and Sick, and the same Holidays. We kept the same Vacation pay-out at 320, except in rare circumstances when it could be 360.
9. We added Remote Work into the CBA, but generally it is consistent with LCOG's telework policy.
10. We made some operational changes to filling of positions that generally will provide management more flexibility.

Proposed Action: Ratify CBA and Adopt Resolution.

Attachments: A. CBA
B. Resolution

COLLECTIVE BARGAINING AGREEMENT

Between

LANE COUNCIL OF GOVERNMENTS

And

SERVICE EMPLOYEES INTERNATIONAL UNION LOCAL 503, OPEU

July 1, 2022 – June 30, 2026

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PREAMBLE

THIS COLLECTIVE BARGAINING AGREEMENT (hereinafter, “Agreement”) is entered into between the LANE COUNCIL OF GOVERNMENTS, herein referred to as LCOG, and the SERVICE EMPLOYEES INTERNATIONAL UNION (SEIU) Local 503, Oregon Public Employees Union (OPEU), herein referred to as the Union, and is binding upon the Union, LCOG and all bargaining unit employees.

This Agreement deliberately uses the singular neutral term “they” instead of “he/she” and its variances. This use has historical precedence and is inclusive of individuals whose gender identity is not represented by the he/she binary.

ARTICLE 1 – RECOGNITION

- 1.1 LCOG hereby recognizes the UNION as the sole and exclusive bargaining agent for all employees of LCOG’s Senior and Disability Services Division, excluding all managers and confidential employees, and employees of the Senior Meals Program, who work in the classifications reflected in Appendix A, except exempt employees as defined in this Agreement, for the purposes of collective bargaining concerning employment relations.
- 1.2 Temporary appointments shall be used for the purpose of meeting emergency, nonrecurring or short-term workload needs. Temporary appointments are considered any employee serving under Temporary Employment Agreement, working under contract with Temporary Employment Agency and other temporary positions not otherwise defined within this Agreement. Unless otherwise agreed upon by the parties to this agreement, employment of a temporary worker other than to replace a regular employee on leave, shall not exceed the equivalent of six (6) calendar months (1,040 hours) in a twelve-month period. A temporary appointment made to replace a regular employee on leave shall not exceed the period of the leave.
- 1.3 Temporary, seasonal, and on-call employees are not covered by this Agreement.

ARTICLE 2 - NON-DISCRIMINATION AND HARASSMENT

- 2.1 LCOG has defined agency-wide core values of leading with inclusivity and intersectionality to address the roots of systemic oppression that impact all protected classes. These values require us to recognize, reconcile, and rectify historical and contemporary injustices. LCOG and the Union reaffirm their joint commitment to equity, inclusion, diversity, and belonging. Accordingly, it is the policy of both LCOG and the Union not to engage in unlawful discrimination against any employee because of race, color, marital status, religion, sex, national origin, age, gender identity, sexual orientation, political affiliation, or mental and/or physical disability. To this end, the parties further agree to apply the provisions of the Agreement equally to all employees in the bargaining unit without regard to their status in any of the categories specified above and to support application of federal and state laws and regulations, where applicable.

Lawful affirmative action programs or other forms of preferential treatment, such as “veteran’s preference,” required by state or federal law do not constitute discrimination under this Article.

2.2 Sexual harassment is considered a form of sex discrimination. No employee shall be subjected to sexual harassment by LCOG, the Union, other bargaining unit members, or any other employee of LCOG. Unwelcome sexual advances, requests for sexual favors, and other deliberate or repeated unsolicited verbal or physical conduct of a sexual nature constitute sexual harassment when:

- a. Submission to such conduct is made either explicitly or implicitly a term of condition of an individual’s employment;
- b. Submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting such individual; or
- c. Such conduct has the purpose or effect of unreasonably interfering with an individual’s work performance or creating an intimidating, hostile, or offensive working environment.

2.3 Both LCOG and the Union recognize that all employees have the right to work in a safe environment free of workplace hostility; furthermore, all employees also have the right to be treated courteously and with respect while at work. To ensure that this right is upheld, both LCOG and the Union agree, for the purposes of administering this Article, to form an ad hoc committee consisting of up to three (3) Bargaining Unit representatives and one (1) SEIU Local 503, OPEU representative to be appointed by the Union and up to four (4) Employer representatives to be appointed by LCOG. The committee shall convene at the request of either party no more than one (1) time per month to attempt to resolve any incidents of workplace hostility or retaliation, provided that such committee convening is not an impediment to active LCOG investigations. If the committee is unable to reach a resolution through the above outlined process the parties agree to resolve the issue through the grievance procedure as outlined in Article 17 – Grievance Procedure.

ARTICLE 3 – OUTSIDE EMPLOYMENT

LCOG is the primary employer for its employees. Employees may not accept outside employment that is incompatible or in conflict with their LCOG positions. Whenever an employee obtains outside employment, while an employee of LCOG, the employee shall notify their direct supervisor, in writing, prior to beginning the outside employment. No employee may accept outside employment that is:

- a. not compatible with the employee’s LCOG work schedule,
- b. detracts from the efficient performance of the employee’s workload and/or duties,
- c. in conflict with the interests of LCOG,
- d. discredit to LCOG.

An employee is responsible for assuring that their outside employment does not conflict with the requirements stated above, and in the event of a conflict shall immediately discontinue the outside employment.

ARTICLE 4 – UNION SECURITY AND CHECK-OFF

- 4.1 Upon written, electronic or recorded oral request from an employee to the Union, monthly union dues plus any additional voluntary Union deductions shall be deducted from the employee's pay and remitted to the Union. All applications or cancellations of Union membership shall be submitted by the employee to the Union. The Union shall instruct and regularly remind all bargaining unit employees to direct membership applications and cancellations to it and not to LCOG. Any written applications for Union membership and/or authorization for Union dues and/or other deductions or dues cancellations which LCOG receives will be promptly forwarded to the Union.
- a. The Union will maintain the written, electronic and recorded oral authorization records and will provide copies to LCOG upon request.
 - b. Dues will continue to be deducted until the Union informs LCOG that the employee has rescinded the request in writing pursuant to the applicable procedures in the membership dues check-off authorization. Copies of all such requests for membership cancellation that LCOG receives shall be transmitted to the Union.
 - c. A file containing new authorizations or changes in authorizations for employee Union deductions will be submitted by the Union to LCOG electronically by close of business on the business day immediately preceding the twentieth (20th) of each month. LCOG agrees that new or changed payroll deduction authorizations submitted within the above timelines shall be made for the next pay period following submission.
 - d. The deductions so collected from all employees, together with an itemized statement, shall be remitted to the Union's Salem headquarters within ten (10) days after such deductions are made. This information shall be provided in electronic format. This statement shall include the following information for each bargaining unit employee:
 - Name of employee
 - Employee ID number
 - Gross Pay
 - Amount of dues deducted from regular/base pay
 - Amount deducted from regular/base pay
 - e. Within a week of a new employee starting in or returning to a bargaining unit position, LCOG shall furnish electronically to the Union the name of that employee, along with the following information: home address, home phone number, work email address, work phone number, work location, FTE, employee ID number, hire date, manager and classification.

- f. Within a week of an employee leaving a bargaining unit position, LCOG shall furnish electronically to the local Union President the name of that employee, along with their termination date.
 - g. Quarterly at months 3, 6, 9, and 12 of the calendar year, LCOG will send to the Union a list of all LCOG employees who are paying Union dues. That list will include the following information: name, employee ID number, date of birth, manager, classification, range and step, hire date, work phone number and email address, home phone number and home address.
- 4.2 LCOG will provide the Union a quarterly written report at months 3, 6, 9, and 12 of the calendar year of all temporary employees doing bargaining unit work. This report shall contain the following: name, classification, position, start date, actual end date and number of hours worked in those three (3) months.
- 4.3 LCOG will not be held liable for check-off errors but, upon discovery will make proper adjustments with the Union for errors as soon as is practicable. The Union will indemnify, defend, and hold LCOG harmless against any and all claims, demand or suits and for all legal costs that arise out of, or by reason of, actions taken or not taken by LCOG, in complying with the provisions of this Agreement.

ARTICLE 5 – NO STRIKE–NO LOCK-OUT

- 5.1 LCOG agrees that during the term of this Agreement, LCOG shall not cause or permit any lockout of employees from their work. In the event an employee is unable to perform their assigned duties because equipment or facilities are not available due to a strike, work stoppage, or slowdown by any other employees, such inability to provide work shall not be deemed a lockout.

During the term of this agreement, the Union shall neither cause nor counsel the members of the bargaining unit to strike, walk out, slowdown, or commit other acts of work stoppage. Disciplinary action, up to and including discharge, may be taken by LCOG against any employees who engage in activities prohibited by this Article.

- 5.2 Upon notification confirmed in writing by LCOG to the Union that certain bargaining unit employees covered by this Agreement are engaging in strike activity in violation of this Article, the Union shall, upon receipt of a mailing list, advise such striking employees in writing with a copy to LCOG, to return to work immediately. Such notification by the Union shall not constitute an admission that it has caused or counseled such strike activity. The notification by the Union to employees covered by this Agreement shall be made at the request of LCOG.

ARTICLE 6 – MANAGEMENT RIGHTS

- 6.1 LCOG retains all the customary, usual and exclusive rights, decision-making prerogatives, functions, and authority connected with, and in any way incident to, its responsibility to manage the affairs of LCOG or any part of it not specifically limited by the terms of this Agreement, including, but not limited to, directing the activities of the agency; determining the levels of service and methods of operation including subcontracting and the introducing of new equipment or of new processes; the right to hire, lay off, transfer, and promote; the right to discipline or discharge for just cause; the right to determine work schedules and assign work; and, any other such rights not specifically referred to in this Agreement. LCOG may take whatever action it deems appropriate, except when specifically in conflict with this Agreement.
- 6.2 The exercise by LCOG of management rights, except where abridged by specific provisions of this Agreement, are not subject to the grievance procedure.
- 6.3 The Union recognizes that LCOG has the right, during the term of this Agreement, to decide to contract out work performed by bargaining unit members. Contracting out is defined as the hiring of any non-bargaining unit members to do work that has traditionally been performed by members of the bargaining unit, or that would displace or disadvantage current members of the bargaining unit in regard to hours or conditions of work, or compensation, including overtime. The following would apply should LCOG decide to contract out (but would not apply if the contracting out is due to an emergency or to the actions of the State or Federal government):
- a. LCOG agrees to provide the Union with no less than sixty (60) days' notice that it intends to request proposals for contracting out bargaining unit work where the decision would result in displacement of bargaining unit members. During this sixty (60) days, LCOG shall not release any requests for proposals. The Union shall have the opportunity to submit its own proposal not later than the last date for the submission of proposals. The Union shall be afforded the opportunity to demonstrate to LCOG that the current bargaining unit members could deliver the service cost effectively and/or with similar quality. The work shall not be contracted out should LCOG determine that the Union has demonstrated the capability to deliver service equal to or better than that of the potential contractor(s) in terms of cost effectiveness and quality.
 - b. LCOG will conduct an evaluation to determine the potential costs and benefits that would result from contracting out the work in question.
- 6.4 LCOG agrees to notify the Union within one (1) week of its decision to conduct an evaluation, including the job classifications and work areas affected. Upon completion of the evaluation, a copy of the evaluation shall be given to the Union
- 6.5 In any Request for Proposals, LCOG will require applicants to describe the method they intend to use to consider and give preference to current LCOG bargaining unit members for employment. LCOG shall furnish copies of all proposals to the Union.

- 6.6 If management anticipates that any bargaining unit members will be displaced as a result of contracting out, LCOG and the Union shall meet to discuss the effect on bargaining unit members prior to implementing a decision to contract out. LCOG's obligation to discuss the effect of contracting out does not obligate it to secure the Agreement of the Union or to exhaust the dispute resolution procedure outlined in the Oregon Revised Statutes concerning the decision or the impact prior to implementing its decision whether or not to contract out the work in question.
- 6.7 An employee laid off as a result of the contracting out retains their layoff rights as defined in Article 8 Seniority.

ARTICLE 7 – UNION RIGHTS

- 7.1 Employees covered by this Agreement are entitled to act through a Union representative in taking any grievance action or following any alternative procedure under this Agreement. Once a bargaining unit member has filed a grievance, the employee shall not be required to discuss the subject matter of the grievance without the presence of the Union representative if the employee elects to be represented by the Union.
- 7.2 SEIU Local 503, OPEU representatives appointed by the Union, with approval from a responsible manager, shall be allowed reasonable contact with bargaining unit members at LCOG facilities. The purpose of these visits will be to meet with Union stewards, employees, or management regarding any actions or procedures under this Agreement, including but not limited to employee grievances. SEIU Local 503, OPEU representatives appointed by the Union will have the right to contact any represented employee in the workplace as long as it does not interfere with the normal flow of work.
- 7.3 Authorized Union representatives shall be allowed reasonable time off without loss of pay during their normal working hours for the purpose of meeting with LCOG for negotiations, grievances, investigatory meetings (whether relating to internal or external investigations into an employee's conduct), arbitration, or other meetings with LCOG management to conduct union business. All grievance proceedings when practicable shall be held during normal working hours. No overtime will be incurred as a result of the time spent for these purposes. "Authorized Union representative" shall mean any Union officer (President, Vice-President, Secretary/Treasurer), Union Steward, or any other person who has been designated in writing by a Union officer or SEIU Local 503, OPEU staff member as an official Union representative. The Union shall furnish LCOG with a list of authorized Union representatives as described in Article 7.10 below.
- 7.4 LCOG will allow eighty (80) hours total paid collectively per fiscal year for authorized Union representatives to perform representational activities, such as grievance investigations (other than those activities covered in Section 7.3 and Section 7.13 of this Article), so long as their absences do not hamper the agency's operations. Reasonable notice shall be given to the appropriate manager prior to a representative being gone from work. For the purpose of this article, reasonable notice shall be considered sufficient if

provided prior to the start of the employee's shift in which the absence is required. In the case of an emergency or when the Union Representative could not have reasonably known prior to the beginning of their shift, the employee shall notify the manager as soon as possible. Representatives must record time spent in these activities on their time sheets. SEIU will provide LCOG with a monthly report of all time used for the purposes defined in this Article 7.4. If the maximum allowable hours are reached within a fiscal year, LCOG agrees to meet with the Union and discuss additional hours being granted.

- 7.5 Employees requesting leave for reason of paid or unpaid Union appointment or to attend Union functions other than those listed above are eligible for consideration for use of vacation leave or leave without pay. When such time off is used, the employee will provide notice as soon as they are aware of the need to attend Union functions.
- 7.6 The Union may hold meetings in LCOG's offices before or after business hours, or any time deemed necessary, provided that the Union notify LCOG in advance of the meeting, reserves the meeting space in advance, and so long as the meeting does not hamper the agency's operations.
- 7.7 LCOG shall furnish the Union bulletin board space. The Union shall limit the use of the space to the posting of notices of general employee interest and Union meetings. The Union shall maintain the space in good order. LCOG has set up an email distribution list for use by the Union to share appropriate Union-related business with members including a regularly published e-newsletter. The administrative rights of this list shall go to an officer of the Union. It is understood that LCOG maintains ownership of its computer systems and has the authority to view all communications therein.
- 7.8 LCOG will provide space for storage and access to a locking file cabinet, which cabinet shall be provided by SEIU at the sole expense of SEIU, for storage of SEIU materials.
- 7.9 The Union may use LCOG's copy machines and other office equipment at such times as they are not used for LCOG business. The Union shall pay LCOG for the cost of the use of the equipment and supplies, including applicable labor. A copy code will be provided to SEIU for use when making copies for Union business, and LCOG will invoice SEIU for copies made.
- 7.10 The Union will provide LCOG with a list of officers, stewards, and other authorized Union representatives and will promptly notify LCOG of any changes in the authorized representatives and stewards. There will be a maximum of eight (8) Union Stewards. Should LCOG's SEIU bargaining unit increase by five (5%) percent during the duration of this contract, one additional Union Steward shall be added for a maximum of nine (9) Union Stewards.
- 7.11 If problems arise regarding Union officers, stewards, or representative's activities, the Union agrees to discuss the problem with LCOG to try to reach a mutually agreeable solution.

- 7.12 LCOG will provide a copy of this Agreement to each bargaining unit employee electronically. The employee may print out a copy of this Agreement at will.
- 7.13 LCOG will notify the Union of any new employees hired within a calendar week of the new employee's starting date. Thirty (30) minutes shall be granted for a representative of the Union to make a presentation to new employees on the employees' first day of work for the purpose of identifying the organization's representation status, organizational benefits, facilities, related information, and distributing and collecting membership applications. This time is not to be used for discussion of labor-management disputes. If – either because of the Union's or LCOG's operational needs – it is not possible for the presentation to take place on the new employee's first day of work, LCOG will allow time for new employees to attend the presentation within fourteen (14) days from the date of hire. SEIU will work directly with the new employee to schedule such presentations.
- 7.14 LCOG shall grant a Leave of Absence for employees elected to hold the office of statewide SEIU Local 503, OPEU President for the entirety of the term of office. The Union shall, within thirty (30) days of payment to the President, reimburse LCOG for payment of appropriate salary, benefits, paid leave time, pension, and all other employer-related costs. The Union shall indemnify, and the Union and President hold LCOG harmless against any and all claims, damages, suits, or other forms of liability which may arise out of any action taken or not taken by LCOG for the purpose of complying with this Section.

ARTICLE 8 – SENIORITY

- 8.1 Seniority will be determined by a regular employee's length of continuous service with LCOG in a bargaining unit position since their most recent date of hire. If two (2) or more employees start on the same date, their order of seniority shall be determined by random selection. Once determined, the employees' relative seniority shall be fixed.
- 8.2 An employee shall lose all seniority credit if the employee resigns, retires, is discharged, is laid off and fails to respond to written notice as provided in Section 8.11 below, or is laid off for a period greater than eighteen (18) months or a period of time greater than the length of the employee's continuous service with LCOG, whichever is shorter. Employees who take a leave without pay may have their seniority date adjusted as specified in Article 15 – Other Leaves.
- 8.3 Employees who leave the bargaining unit for another position with LCOG shall have seniority credit for previous service in this bargaining unit restored upon returning to work in the bargaining unit.
- 8.4 An employee who is transferred from another public agency per ORS 236.605 – 236.640, into a bargaining unit position will be given seniority credit for all time served in a regular position in the other agency subject to ORS 236.610 and 236.620.

- 8.5 LCOG will provide the Union with a copy of the seniority list on July 1 of each year and will post the list on the LCOG intranet. The union may post the list in a designated conspicuous place available to employees.
- 8.6 When the Employer declares that a lack of funds will necessitate a layoff, the Parties will meet, if requested by either the Employer or the Union, to consider alternatives to layoffs. Such alternatives shall be subject to mutual agreement by the Union and the Employer. In the absence of such mutual agreement, the Employer may implement layoff procedures consistent with the Agreement.
- 8.7 If LCOG should reduce its work force, layoffs of regular, non-probationary employees in a bargaining unit position shall be made by classification based on seniority. LCOG agrees to notify employees not less than sixty (60) days prior to any layoff, unless there are extenuating circumstances.
- 8.8 Employees who are to be laid off may bump laterally or down within the same division to a classification previously occupied by the employee and for which the employee is still qualified to perform the required work.
- 8.9 An employee who wishes to bump must provide written notice to LCOG no later than seven (7) calendar days from the date of notification of layoff. Failure to provide written notice within that time shall be deemed as waiver of the right by the employee.
- 8.10 Employees who are to be laid off will be given consideration for transfers or demotions to vacant positions if the employee possesses the skill, ability, and experience required for the position in accordance with Article 22 – Filling of Positions.
- 8.11 Employees who have been laid off have the right to be recalled to their previously held classification for the time period defined in Section 8.2. Employees shall be recalled in seniority order. If there are no employees eligible for recall to the classification to be filled, any employees on the recall list who qualify for a voluntary demotion or transfer into the position will be offered the recall opportunity.
- 8.12 Notice to an employee of recall shall be made by certified mail to the last address provided to LCOG by the employee. The employee is solely responsible to provide LCOG with the employee's correct mailing address.

The employee shall have seven (7) calendar days from the date of delivery of the recall notice to notify LCOG's HR Manager in writing whether they accept recall to employment. If the employee fails to deliver the notice prior to this deadline, they will be removed from the recall list and forfeit all seniority.

If the employee accepts, their notice to LCOG must state the date on which they will resume work said date must be within fourteen (14) calendar days of notifying LCOG of their intent to accept recall. The employee is solely responsible to provide LCOG with the employee's correct mailing address.

8.13 There shall be no bumping between the bargaining unit and LCOG staff not represented by this bargaining unit.

ARTICLE 9 – PROBATIONARY PERIOD

9.1 LCOG agrees to provide probationary employees with support and clear communication, adequate training, timely feedback and opportunities to correct specifically identified work performance deficiencies. Employees shall receive a written notice of the specific deficiencies and conduct prior to the end of the probationary period. Such notice shall provide the employee with adequate opportunity to correct deficiencies.

9.2 Every employee hired in the bargaining unit shall serve a probationary period of one hundred eighty (180) calendar days, counted from the employee’s first day on the job. Employees promoted (as defined in Article 22 Filling of Positions) or transferred to a new or different classification within the bargaining unit will serve a probationary period of one hundred eighty (180) calendar days, counted from the employee’s first day working in the new or different classification. The employee shall receive at least one Feedback Report/Probation Progress Report within each period 2 through 7 as indicated below, allowing for a grace period of five working days if needed:

Period 1	Days 1-45	No Probation Progress Report required
Period 2	Days 46-60	at least one Feedback Report
Period 3	Days 61-120	at least one Probation Progress Report
Period 4	Days 121-180	at least one Probation Progress Report or evaluation determining whether probation has been successfully passed
Period 5	Days 181-240	at least one Probation Progress Report, if probation extended
Period 6	Days 241-300	at least one Probation Progress Report, if probation extended
Period 7	Days 301-365	at least one Probation Progress Report, if probation extended

9.3 The probationary period shall not be extended, nor shall an employee be terminated from probation, unless the employee has been given Feedback Reports and Probation Progress Reports per Section 9.2 and the opportunity to correct performance deficiencies and/or behavior. This is a simple notice, not a “just cause” standard for discipline or termination. Otherwise, a newly hired employee may be disciplined or discharged during the probationary period at LCOG’s discretion. Such action is not subject to the grievance procedure.

9.4 At LCOG’s option, the probationary period may be extended in sixty (60) calendar day blocks, to a total of three hundred and sixty-five (365) days of probation, with notice to the affected employee and the Union unless the employee requests otherwise. The probationary period may also be reduced at the discretion of LCOG.

If an employee’s probationary period is extended past one hundred and eighty (180) days, the employee shall receive a one-step increase after successfully completing any extensions to the probationary period.

Employees will be given written notice that their probation is ending at the end of that period.

- 9.5 If LCOG determines that a promoted employee fails to meet the requirements for the new position at any time during their probation, the employee shall return to the previously held classification or position provided they remain qualified and has a greater length of service in such classification if they are displacing another employee. A promoted employee shall have access to the grievance procedure for all grievable issues except for issues involving LCOG's determination that the employee fails to meet the requirements of the new position.
- 9.6 During the probationary period, a promoted employee has the right to return to their previous position or a comparable position if the position is vacant.

ARTICLE 10 – HOURS, OVERTIME, AND REMOTE WORK

- 10.1 The workweek is defined as a fixed and regularly recurring period of seven (7) consecutive twenty-four (24) hour periods. The standard workweek for most bargaining unit employees is 12:00 a.m. Sunday to 11:59:59 p.m. Saturday. Alternate schedules may be established for different employees or groups of employees. Types of alternative schedules include: alternate schedules and non-traditional schedules worked each week. Applications for alternate work schedules shall be submitted per LCOG policy as defined in the LCOG Policy Manual. Employees' workweek shall be defined on their schedule. Upon approval of an alternate schedule, employees shall be notified of irregular paychecks caused by alternate schedule suspension resulting in the shortening and lengthening of pay periods.

Examples of alternative schedules are as follows:

Alternate Schedule:

4/10 alternateschedule: a full-time employee scheduled forty (40) hours per week works four (4) ten (10) hour days instead of the traditional five (5) eight (8) hour days

Nontraditional Schedule:

Any schedule that is not an alternate schedule and that is outside of Monday through Friday, 8 a.m. until 5 p.m.

- 10.2 Work schedules are the work days, days off, and hours of work identified in a workweek for each individual employee.
- a. For the purpose of this contract, 0.5 FTE per month is defined as half of the month's available paid-status hours.
 - b. Full-time employees will generally be scheduled to work five (5), eight (8) hour workdays.
 - c. LCOG agrees to make a good faith effort to accommodate an employee's request within the context of procedural, operational and staffing needs.
 - d. The decision on approval or denial of alternate work schedules is not subject to the grievance process. However, if a request for an alternative work schedule is denied,

the manager will provide a written explanation of the denial within ten (10) business days, where practicable.

- e. Any employee who is denied an alternative work schedule has the right to respond to the manager addressing the objections and give a proposal on how those objections can be mitigated or overcome. If no agreement can be achieved, an employee has the right to take their proposal to the next level of management for reconsideration.
 - f. LCOG may suspend alternative work schedules or change work schedules as necessary to meet operational needs. However, unilateral changes to schedules must be made in writing and provide an explanation of the operational need. LCOG shall give ten (10) business days' notice of work schedule changes, unless the schedule change is due to an emergency situation or an employee agrees to waive the notice.
- 10.3 For FLSA non-exempt employees, overtime is time worked in excess of forty (40) hours per week within the employee's basic workweek. Compensation for overtime shall be at the rate of one-and-one-half (1-1/2) times the employee's regular rate of pay for all overtime hours worked beyond forty (40) hours. Overtime will be rounded to the nearest quarter (1/4) of an hour. Compensation for overtime shall be pay, not in time off.
- 10.4 Nothing in this Article shall be construed to require overtime payment at a rate more than one-and-one-half (1-1/2) times an employee's regular rate of pay.
- 10.5 All overtime work shall have the prior approval of the employee's manager.
- 10.6 Employees exempt from the overtime standards of the FLSA will be paid on a salary basis and will not be eligible for overtime.
- 10.7 All employees hired after July 1, 2016 must work at least twenty (20) hours per week, except for approved job shares and limited duration positions as described in Article 22. Employees who work less than forty (40) hours per week will have their paid leave accruals prorated in accordance with the hours worked.
- 10.8 Employees shall be entitled to a paid fifteen (15) minute rest period for every four (4) hours of work, to be taken, insofar as practicable, in the middle of the block of time. Employees shall be entitled to an unpaid meal period of at least thirty (30) minutes if more than six (6) hours of work are scheduled.
- 10.9 LCOG supports working remotely where it is a viable option that benefits both the employee and the agency. Telework is not suitable or available for all employees and or positions. Participation in LCOG's Telework Program is at LCOG's option. The availability of telework can be discontinued at any time, at LCOG's discretion. Every effort shall be made to provide thirty (30) days' notice of such a change. However, there may be instances where no notice is possible. Eligibility shall be determined by program, position, or other criteria, based on operational needs.

Employees seeking formal telework agreements should demonstrate satisfactory working habits, by meeting the performance standards required for their classification and position at the time of the request to telework.

- a. Where an employee's duties can be successfully performed away from their primary duty station, without removing essential functions of the employee's role, an employee may be eligible for remote work, upon agency approval.
- b. Remote work will be defined as: the practice of employees doing their jobs from an approved location other than their primary work location, excluding field work. Examples of remote work include, but are not limited to full-time remote work, a hybrid of remote work and in-office work.
- c. Requests to work remotely may be initiated by the employee and must be reviewed and approved by the employee's manager to ensure the position is suitable for remote work and meets the agency's business and operational needs, as well as those of the agency's customers and the employee. Requests to work remotely shall be considered according to LCOG policy and responded to within thirty (30) calendar days, where practicable.
- d. No request to work remotely shall be arbitrarily denied or rescinded. If an employee's request to work remotely is denied, the manager must provide a timely written response to the employee documenting the reason(s) for the denial. If an employee's request to work remotely is rescinded, the manager must provide the employee with the reason(s) for the rescission in writing. Once a written explanation of the reason(s) for the rescission has been provided, the Employer may rescind the remote work with a minimum of seven (7) days advance notice. The employee may rescind their remote work with a minimum of seven (7) days advance notice. If operational need requires a great number of employees of certain classification to return to the primary duty station, a general request for volunteers will be issued. If there are not enough volunteers, rescission shall occur in reverse seniority.
- e. Employees who have either rescinded their remote work agreement or had their remote work agreement rescinded by the Employer shall be eligible to be considered for remote work in the future and may reapply for telework. Employees whose telework requests have been denied may also reapply for telework.
 - i. When circumstances for their denial have substantially changed (including, but not limited to performance improvement, a change in job duties, classification, number of individuals in-office in the same classification, or availability of telework equipment), or
 - ii. After a period of sixty (60) days if the above criteria have been met.
- f. Inclement weather or hazardous conditions may arise in remote work locations. If an employee experiences unplanned outages that prevent them from working, Article 15.9 will apply, unless there is an alternate work location available.

- g. The agency provides basic technology equipment and related devices necessary for the employee to perform their assigned job duties at the remote worksite. The equipment and devices are for Agency business only and must comply with the Agency's desktop security and maintenance policies and practices. Employees will not conduct Agency business on the following personal equipment: phones, computers, laptops or other information storing devices, except for operational needs. Operational needs include but are not limited to telephone calls (internal and external), authentication applications, navigation and public facing internet sites. Operational needs do not include collecting, copying, or storing client information. Exceptions are subject to the approval of the Agency. Additional technology and devices may be provided to the employee at the discretion of the agency or in accordance with the Americans with Disabilities Act (ADA).
- h. Remote work office supplies shall be provided by the Agency. Equipment, software or supplies which are provided by the Agency for remote work shall be for the purposes of conducting Agency business only. Office furniture shall normally be provided by the employee working remotely.
- i. The employee maintains a safe remote workspace. The employee must immediately report to the manager any injury that occurs during work hours. The Agency is not responsible for loss, damage, repair, replacement, or wear of personal property.
- j. The employee's normal reporting location will remain as the pre-designated LCOG office. In addition, any employee may be required to return to the primary duty station on a short-term basis for reasons of in-office coverage, or to attend meetings or training sessions. In these instances, an employee will be provided five (5) business days' notice, unless an emergency situation prevents such notice. Business visits, meetings with Agency customers or meetings with co-workers shall not be held at the remote worksite unless approved by the employee's manager. Travel time will be compensated in accordance with LCOG policy.
- k. Duties and expectations for the performance of work remain the same regardless of the employee's work location.

ARTICLE 11 – COMPENSATION

- 11.1 LCOG agrees to maintain a Salary Schedule – Appendix C. The Salary Schedule represents hourly pay. Exempt employees will have their pay prorated on the basis of their percent FTE.
- 11.2 On the second pay period in July 2022, all SEIU Local 503, OPEU bargaining unit members will receive a one-time lump sum payment equivalent to 2.5% of annual employees base wages as of June 15, 2022.

Effective July 1, 2022 and each year thereafter, salary rates for all employees in the SEIU Local 503, OPEU bargaining unit shall be adjusted upward by the five-year average CPI-W

West, Size Class B/C Average of the five prior calendar years, with a minimum of one (1.0%) percent and a maximum of five (5%) percent; with the adjustment to be calculated as of the pay period that included July 1 of each year.

If LCOG's S&DS biennial funding changes by at least 10%, either party may open Article 11 Compensation to negotiate wages.

- 11.3 Normally a new hire shall be appointed at Step 1 of the employee's range. Assignment to higher steps may be approved by LCOG, based on the employee's experience, qualifications, availability of applications, and the salary relationships with similar positions.

Employees newly hired into the bargaining unit or promoted shall receive a minimum of a one-step increase or a one-time three and one half percent (3.5%) of their yearly salary retention bonus upon the completion of their probationary period.

Merit increases will be issued every year thereafter on the anniversary date of the employee's successful completion of probation. Increases in pay within a salary range shall be granted to an employee only when that employee qualifies for the increase. To qualify for the increase, the employee must meet the performance standards required for their classification and position. This annual increase will occur up to the top step of the range.

- 11.4 A differential of two thousand six hundred and fifty (\$2,650) dollars annually, pro-rated by pay period, will be paid to employees in positions which specifically require bilingual skills, for which an employee agrees to provide such bilingual skills for the benefit of LCOG (i.e. translation to and from English to another foreign language or the use of sign language) as a condition of employment. A differential of three thousand and five hundred (\$3,500) dollar annually, pro-rated by pay period, will be paid to employees who complete statewide certification of bilingual skills using certification criteria selected by LCOG, and who sign agreement with LCOG that they will provide comprehensive written and oral translation services for the benefit of LCOG (i.e. translation to and from English to another foreign language or the use of sign language) as a condition of employment. In order for an employee to be eligible for the above-referenced bilingual differentials, the interpretation and translation skills must be of operational need by LCOG, based on LCOG discretion, assigned and agreed upon by both the employee and the manager, and the employee must be fluent in the second language. An employee may be eligible for either bilingual differential, whichever is greater for those employees who receive certification as detailed above, but not for both.

- 11.5 On the first year anniversary date after reaching the top step of the salary scale within the range for their classification and each year thereafter, employees shall receive a five hundred dollars (\$500.00) retention bonus, provided they have met the job performance standards required for their classification and position. Beginning on the fifth-year anniversary for reaching the top step and for each year thereafter, the amount employees receive shall be eight hundred dollars (\$800). If an employee is promoted or re-classed into a different pay range which causes them to be placed at a lower step on the salary scale, the

retention bonus will cease until the first year anniversary date after reaching the top step of the salary scale within their new salary range.

- 11.6 An employee who is not granted a merit increase or retention bonus, due to not meeting the job performance standard requirement, does not have the right to grieve the evaluation. However, they may appeal the substance of the evaluation either to the supervisor's reviewer or to the reviewer of the evaluation and/or the Executive Director. The employee should submit such an appeal, in writing, within thirty (30) days of receiving the performance evaluation. A merit increase or retention bonus may be given if LCOG determines the employee is meeting the job performance standard within six months of the review date.
- 11.7 An employee assigned to work in the capacity of a higher classification than their regular classification shall receive the salary of the higher classification or a one-step increase, whichever is higher, to which they are assigned after ten (10) calendar days in the assignment.
- 11.8 LCOG agrees to perform a salary survey, in partnership with the Union's elected bargaining team, of all SEIU-represented classifications to determine whether salaries are competitive with similar agencies. The new salary survey will be conducted using the following methodology:
- The agencies to be surveyed are Oregon Cascades West Council of Governments, North West Senior and Disability Services, and the State of Oregon Aging and People with Disabilities. The survey shall determine the average salary for each classification among the three comparable agencies. The survey shall also factor the length of the competitive agencies' salary schedules and total compensation packages when calculating the average salary for each classification. Should the average for any classification be 3.5% or greater than that of the LCOG SEIU represented classification, LCOG shall adjust salaries for the classification by the percentage needed to make the salary equal to the average salary of the three agencies compared. The results of the survey shall be posted on the LCOG intranet. The survey shall be completed by August 31st of 2024 and implemented no later than January 1st of 2025. This process shall not result in any salary reduction.
- 11.9 For each employee covered under this Agreement, LCOG shall contribute sixty-two dollars and fifty cents (\$62.50) per month (\$750.00/annually) as miscellaneous earnings reflected on each employee's paycheck.

ARTICLE 12 – HOLIDAYS

12.1 All regular employees are entitled to the following paid holidays:

- New Year's Day—January 1
- Martin Luther King, Jr. Day—the third Monday in January
- Presidents' Day—the third Monday in February
- Memorial Day—the last Monday in May

- Independence Day—July 4
- Labor Day—the first Monday in September
- Veterans' Day—November 11
- Thanksgiving Day—the fourth Thursday in November
- The day after Thanksgiving
- Christmas Day—December 25
- The last working day before or after Christmas or New Year's, as designated by the Executive Director

- 12.2 Any recognized holiday occurring on a Sunday shall be observed on the following Monday, and any recognized holiday occurring on Saturday shall be observed on the preceding Friday.
- 12.3 If a holiday occurs during an employee's vacation or sick leave, the time shall not be charged to such leave.
- 12.4 Eligible employees shall receive eight (8) hours pay for each of the holidays listed above. Part-time employees shall receive holiday pay on a pro-rated basis. FLSA non-exempt employees who are required to work on a holiday will be paid at the rate of one and one-half (1.5) times the employee's hourly rate of pay for all hours worked on the holiday. Generally, if a holiday falls on an employee's regular day off, they shall be given an alternate day off. Such alternative day off will be scheduled with the employee's supervisor.

The notice requirement stated at Article 10.2(f) does not apply to subsections a., b., and c. below or to Section 12.5. When a full-time employee has been approved to work a flexible work schedule (pursuant to Article 10 above), the following additional rules shall apply:

- a. The holiday benefit for a full-time employee is eight (8) hours. For employees that work less than full time, the holiday benefit is pro-rated. If a holiday falls on a day when an employee is normally scheduled to work nine (9) or ten (10) hours, a full-time employee shall be granted eight (8) hours of holiday leave. The employee, with the supervisor's approval can choose to revert back to a five (5) day/eight (8) hour work week; use vacation leave, compensatory time, or leave without pay for the additional hours needed to complete the work day. Additionally, and with supervisory approval, an employee may flex the additional hours into the same workweek, as long as by doing so no overtime is incurred. If a holiday falls on a day in which the employee is scheduled to work only eight (8) hours, eight (8) hours of holiday pay shall be granted.
- b. If a holiday falls on a day in which the employee is regularly scheduled to be off, the employee will be granted another day during the workweek as a day off, given the following criteria are met:
 - (1) The employee meets the hourly requirements for the rest of the workweek.
 - (2) Minimum staffing standards are met to assure adequate customer service.
 - (3) The employee must submit a holiday leave request for the additional day off.

(4) For those workers who complete intakes, the additional day off must not conflict with a scheduled intake appointment.

- a. If a holiday falls on a day in which the employee is regularly scheduled to be off and the criteria in section (b) above are not met;

(1) Employees on a 4-10 schedule shall revert back to a five (5) day, eight (8) hour work schedule for the week in which the holiday occurs.

(2) Employees on a 9-80 schedule shall revert back to a five (5) day, eight (8) hour work schedule for both the week in which the holiday occurs, as well as for either the prior week or the following week, depending on whether the holiday occurs in the first or second week of the two-week 9-80 schedule.

12.5 In order to qualify for holiday pay, an employee must have worked the last scheduled workday before and the first scheduled workday after the holiday or have been on authorized leave with pay.

ARTICLE 13 – VACATION

13.1 All full-time employees are eligible to accrue vacation. Employees who work less than full time will accrue vacation leave on a prorated basis.

13.2 Vacation shall be accumulated at the following rates:

Months of Employment Hours of Vacation Accrued Per Month

0-12 (first year)	10.26 (15.39 days/year)
13-24 (second year)	11.00 (16.50 days/year)
25-36 (third year)	11.77 (17.61 days/year)
37-48 (fourth year)	12.43 (18.69 days/year)
49-60 (fifth year)	13.20 (19.80 days/year)
61-72 (sixth year)	13.97 (20.91 days/year)
73-84 (seventh year)	14.63 (21.99 days/year)
85-96 (eighth year)	15.40 (23.10 days/year)
97-108 (ninth year)	16.17 (24.21 days/year)
109-120 (tenth year)	16.83 (25.29 days/year)
121-132 (eleventh year)	17.15 (25.66 days/year)
133-144 (twelfth year)	17.37 (26.02 days/year)
145-156 (thirteenth year)	17.59 (26.38 days/year)
157-168 (fourteenth year)	17.81 (26.75 days/year)
169-180 (fifteenth year)	18.02 (27.09 days/year)
181-192 (sixteenth year)	18.34 (27.46 days/year)
193-204 (seventeenth year)	18.56 (27.82 days/year)
205-216 (eighteenth year)	18.78 (28.18 days/year)
217-228 (nineteenth year)	18.90 (28.38 days/year)
229-240 (twentieth year)	19.03 (28.59 days/year)
241-300 (20-25 years)	20.00 (30.00 days/year)

301 and over (25+ years) 23.34 (35.00 days/year)

- 13.3 Employees will accrue vacation on all hours worked and hours coded to paid leave in accordance with the schedule above. The accrual rates stated in Section 13.2 notwithstanding, vacation leave shall not accrue during periods of unpaid leave.
- 13.4 Upon termination, an employee shall be paid for all unused vacation leave accumulated to the date of termination at the employee's current salary rate up to a maximum total of three hundred and twenty (320) hours plus any accrued vacation over 320 up to a maximum of 360 hours when vacation requests of two weeks or less have been denied in the last four months prior to submission of notice, not counting any vacation requests denied in the last two weeks of an employee's employment. In case of death, compensation for accrued vacation leave shall be paid to the beneficiary of the employee designated on a form available to the employees upon request at the Human Resources Department.
- 13.5 Vacation leave may be accumulated up to a maximum of four hundred and eighty (480) hours, unless the employee is requested to postpone taking leave or an employee requests postponement of leave and LCOG approves the request based on the determination that the efficiency of LCOG will not be impaired. Otherwise, accrual of vacation leave stops at 480 hours until the employee creates room for accrual of vacation leave to resume by using this leave. Pursuant to Article 13.4 above, upon termination, an employee will be paid for accumulated vacation leave up to a maximum of three hundred and twenty (320) hours, plus any additional vacation as pursuant to Article 13.4.
- 13.6 An employee shall provide advance notice of planned vacation leave by submitting a vacation request to their immediate manager or designee. Unless an employee is directed by LCOG to use a paper leave request form, a request is to be made electronically. An employee's immediate manager, or designee, is responsible for approving or denying the employee's vacation request within seven (7) calendar days of receipt of the request. The desires of employees shall be taken into consideration when considering vacation requests. Per LCOG Policy, vacation leave is not approved during the last two weeks of an employee's employment term. Once a vacation request is approved it cannot be changed without the approval of the employee, unless the vacation falls within the last two weeks of an employee's employment term or the employee no longer has enough leave time available when the planned vacation dates arrive. Vacation leave may be used for purposes of sick leave in the last two weeks of employment, in the event the employee's sick leave is exhausted. It is the employee's responsibility to monitor their leave accruals and notify their manager if they will not have enough accrued leave or the requested/approved vacation at least two weeks in advance of the planned vacation dates. If, before approved, vacation requests conflict and the matter cannot be resolved between the parties involved, the employee with the most seniority will be granted the time off, provided that the employee has not been given seniority preference for time off any other time within the last two (2) years. Upon receiving a vacation request, LCOG Management may notify SEIU employees of the opportunity to exercise their seniority preference for time off.

ARTICLE 14 – SICK LEAVE

- 14.1 Full-time employees shall accrue sick leave at the rate of eight (8) hours for each full month of service, up to a maximum accrual of eleven hundred (1100) hours. Employees will accrue sick leave on all hours worked and hours coded to paid leave. Employees who work less than full time shall accrue sick leave on a prorated basis.
- 14.2 Sick leave may be used for any purpose listed in Appendix B.
- 14.3 Sick leave may be used per Appendix B, for a member of the employee's family. For the purpose of this Article, family member is defined as the employee's mother, mother in-law, father, father in-law, spouse, sister, sister in-law, brother, brother in-law, child, grandparents, grandchildren, aunt, uncle, niece, nephew, loco parentis or any person living in the employee's household. Family will also include domestic partner and the equivalent family relations, for employees who are in a qualifying domestic partner relationship pursuant to the LCOG policy on health insurance coverage.
- 14.4 If an employee on sick leave uses all their accrued sick leave time, the employee may request the use of vacation or flex-time or leave without pay.
- 14.5 For unanticipated needs that develop prior to the start time of the employee's workday, employees shall notify their managers of the need to use sick leave prior to the start of their shift, or no later than 8:00 am, whichever is earlier, except for emergency situations. In the case of an emergency, the employee shall notify the manager as soon as possible. If possible, the employee shall include the anticipated duration of the sick leave requested.
- 14.6 For anticipated need for sick leave: If the need to use sick leave is foreseeable, the employee shall give their manager as many days of advance notice as they can. LCOG may not require more than ten (10) days' advance notice of the need to use sick leave time-- though the employee may, at their own discretion, provide more than ten (10) days' advance notice.
- 14.7 Employees may have a maximum of fifty-six (56) hours of sick leave credited to their sick leave account upon the date of employment upon presentation of evidence from their previous employer certifying that the employee has fifty-six (56) hours of unused, non-reimbursed, accrued sick leave at the time of termination.
- 14.8 Medical Verification
LCOG may request medical verification under the following circumstances:
- a. After five (5) consecutive working days of absence due to use of sick leave.
 - b. In cases of frequent use of sick leave or when the pattern of sick leave usage indicates potential abuse of sick leave. LCOG may require such verification regardless of whether the employee has used sick leave for more than five (5) consecutive days.

- c. If the need for sick time is foreseeable and is projected to last more than five (5) consecutive work days, LCOG may require that verification be provided before the sick time commences or as soon as otherwise practicable.
- d. When requested, an employee must provide a medical release to return to work, along with information about any restrictions that may impact the employee's ability to perform their job.
- e. LCOG may not require that the verification or release required under this Article explain the nature of the illness that necessitates the use of sick time.
- f. LCOG shall pay the actual costs for obtaining LCOG requested medical verification or release under this Article, including lost wages, that are not paid under the health plan in which the employee is enrolled when obtaining medical verification or release requires an additional medical appointment outside of the employee's regular course of treatment.

ARTICLE 15 – OTHER LEAVES

- 15.1 **Funeral Leave:** When an employee actively participates in a funeral ceremony, they shall be granted funeral leave up to, but not to exceed, six (6) hours with pay. Time off due to such absence will not affect vacation or sick leave accrual. If more time is needed to fulfill such duties the employee shall be allowed to use accrued vacation leave and/or paid sick leave.
- 15.2 **Bereavement Leave:** In the event of a death of a family member, an employee may take up to 40 hours for 1.0 FTE, pro-rated for employees working other than 1.0 FTE as time off with pay to make arrangements and to attend services. Employees may use this time to discharge additional obligations such as, but not limited to, handling of estate issues, administrative issues and/or family matters. LCOG will act in accordance with State and Federal law. For the purposes of this article "family" shall include the employee's or the employee's spouse's parent (includes one who stood in loco parentis), wife, child, husband, child's spouse (includes a child for whom the employee stood in loco parentis), brother, sister, grandmother, grandfather, grandchild, or the equivalent of each for domestic partners or another member of the immediate household. Employees may also use accrued sick leave for bereavement purposes. The use of sick leave for bereavement purposes must be used within sixty (60) business days of the date the employee learns of the death of the family member.
- 15.3 **Military or Peace Corps Service Leave:** Leave of absence to undertake military or Peace Corps service shall be allowed as provided by State and Federal law.
- 15.4 **Court Duty:** An employee summoned for jury duty or served a subpoena to appear as a witness in cases before a court of law in which they are not a party or a Guardian Ad Litem, may be granted leave of absence not to exceed ninety (90) days (subject to extension) during the period of service. LCOG will pay full salary for the period of required service. All monies earned as a juror will be signed over to LCOG, per LCOG

policy. For court events in cases in which the employee is a party to the proceeding or a Guardian Ad Litem, employees must use their own time or vacation leave.

- 15.5 Family Medical Leave: Employees will be granted family medical leave and parental leave in accordance with State and Federal law.
- 15.8 Leave without Pay: In addition to state and federally mandated unpaid leave, an employee may be granted a leave of absence without pay, at LCOG's discretion.
- a. Leave without pay may be granted before the employee exhausts appropriate earned leave. An employee may choose to maintain forty (40) hours of vacation leave when all other leave is exhausted.
 - b. Leave without pay will not normally be granted for an employee who intends to use the leave to work for another employer or seek other employment.
 - c. LCOG must respond in writing to a request in writing for leave without pay within ten (10) working days.
 - d. Leave accrual is subject to the limitations of Article 13.3. Accrual of seniority and of all other accrued paid leaves stops for leaves without pay of thirty (30) calendar days or more. Military leave, bereavement leave, or leaves due to injury or illness that produces an accepted Workers' Compensation claim shall not affect accrual rate of seniority or paid leaves.
 - e. An employee on leave without pay must be in paid status a minimum of .5 FTE a month to qualify for LCOG-paid insurance. Employees on leave without pay may purchase health insurance at their own expense. Employees on Family Medical Leave or Oregon Family Leave Act will continue to have health insurance paid, in accordance with State and Federal law. Employees shall be obliged however to continue contributing their share of the premium in accordance with Article 16.
 - f. Subject to the operational needs of LCOG, employees in the bargaining unit shall be granted a leave of absence without pay to work for the Union for a specified period of time. Requests shall be made with reasonable notice by the Union to the LCOG Executive Director or their designee. Upon return to service, the employee shall be returned to the same class and the same work location as held when the leave was approved.
- 15.9 Inclement Weather or Hazardous Conditions
- a. LCOG may close offices and/or curtail office hours because of inclement weather or hazardous conditions. LCOG will make the decisions and notify employees per LCOG policy and procedure as soon as information is available with which to make a decision on the day of closure. With prior manager approval, employees whose positions support telework may elect to telework on days when LCOG offices have been closed or office hours curtailed due to inclement weather. An employee will

not be required to telework on a day the office is closed, or office hours are curtailed for inclement weather unless State policies and procedures change in a way as to require it.

- b. Adverse Weather – When inclement weather or hazardous conditions are so adverse as to endanger the employees’ safe travel to and from the work site, employees may elect not to come in or may delay their arrival and/or may arrange to leave early by notifying their managers. When an employee determines the need to alter their work schedule, the employee may opt to charge the absence to vacation, leave without pay or, if possible, an adjusted schedule not to exceed forty (40) hours per scheduled work week.
- c. Office Closure – When LCOG elects to close a work site due to inclement weather or hazardous conditions, employees whose primary worksite/location is closed, and who are not on pre-approved leave will be compensated for their regularly scheduled work hours by LCOG.

ARTICLE 16 – INSURANCE

16.1 Medical, Dental and Vision Insurance: Bargaining unit employees who are in paid status .5 FTE per month or more as a regular employee are eligible for medical, dental, and vision insurance.

- a. Employees will be covered by the Health Reimbursement Arrangement Plan (HRA) from July 1, 2022 through June 30, 2026 for those employees enrolled in a high deductible HRA-eligible plan.
- b. Beginning July 1, 2022, all employees will contribute five percent (5%) of the monthly premium cost, up to a maximum of forty dollars (\$40) per month for employee-only coverage and up to a maximum of one hundred and twenty dollars (\$120) per month for employee-plus coverage.
- c. Insurance Committee. LCOG will maintain a joint labor-management insurance committee advisory in nature, charged with identifying the best available health insurance at the lowest cost to employees. The committee will be comprised of members of the SEIU-represented bargaining unit and appointed by the Union, proportional to the ratio of staff within the SEIU-represented bargaining unit compared to the total LCOG staffing levels. The Human Resources Department will provide staff support to the committee but will not be voting members.

The committee shall meet at least every two years no later than April 1st, or more frequently if major changes are made to insurance in order to draft ground rules, select a chairperson, decide frequency and duration of meetings, and determine a decision-making process. The committee shall select advisors to help it understand all plan options available and recommend to LCOG a choice of health insurance broker, in conformity with Oregon public contracting laws. Consideration will be

given to selection of health insurance plans, selection of health insurance providers, benefit design, communication with and education of covered employees. If the bargaining unit employees feel that the current insurance is not meeting the needs of the unit, the bargaining unit may request that the Health Insurance Advisory Committee (HIAC) be convened to discuss employee needs.

The insurance committee will make a recommendation regarding health plans and other benefits to the Executive Director no later than August 15th. If the Executive Director does not accept the committee's recommendation, the Executive Director shall meet with the committee to discuss rationale and engage in a collaborative discussion around alternatives and other options, allowing input from all committee members.

- d. For those employees enrolled in a high deductible HRA-eligible plan, after December 31 annually, LCOG will fund the HRA for each employee enrolled in the plan with an annual contribution in a sum equal to the maximum allowable HRA determined by the plan, not to exceed \$1,800 for employees selecting coverage as a single employee, and \$2,400 for employees selecting employee-plus coverage. The annual contribution shall be front loaded into the HRA on the first day of the benefit year, or the first day of coverage for new hires. However, for employees who end their employment with LCOG before the end of the contribution year, a pro-rated portion of the employee's contribution, based on a monthly accrual of \$150/\$200 per month depending on level of coverage, is recoverable by LCOG.
 - e. LCOG will designate a staff person and a backup contact person to serve as resources for employees regarding health insurance issues and HRA/FSA. The designated staff person and back up contact person will be posted on the LCOG Intranet. LCOG will schedule regular presentations and will provide the opportunity for individual staff consultations with representatives of the insurance provider and the third party administrator.
- 16.2 If the cost of insurance increases more than fifteen percent (15%) in any fiscal year, either party may open this Article to bargain plan component changes only in an effort to reduce costs. If LCOG's S&DS funding increases by at least ten (10%) percent, either party may open this article to negotiate health care costs.
- 16.3 Life, Accidental Death, and Dismemberment Insurance: LCOG shall pay for each regular employee LCOG's group term life, accidental death, and dismemberment insurance premium, which benefit shall be two (2) times the employee's annual salary, up to \$100,000.
- 16.4 Long-Term Disability Insurance: LCOG shall pay for each regular employee working twenty (20) hours or more per week for long-term disability insurance. The plan shall include a provision that the payments will begin ninety (90) calendar days after the commencement of the disability.

ARTICLE 17 – RETIREMENT

- 17.1 LCOG shall maintain a deferred compensation benefit plan for all regular employees working .5 FTE or more per month. The employer’s contribution shall be sixty-two dollars and fifty cents (\$62.50) per month if the employee agrees to defer twenty-five dollars (\$25) or more per month.
- 17.2 LCOG shall participate in the Oregon Public Employees Retirement System (PERS). Bargaining unit employees will become PERS members after serving a waiting period of approximately six (6) months, as defined by PERS.
- 17.3 PERS requires two contributions for each eligible employee: an employer contribution on behalf of the employee and an employee contribution of six (6) percent of the employee’s salary. LCOG will pay both the employer contribution and, on behalf of employees, will pay the six percent (6%) percent employee contribution to the employee’s PERS member account, and/or Individual Account Program (IAP) as appropriate.
- 17.4 In the event that the Oregon State Legislature changes the contribution levels of PERS, either party may reopen this Article to bargain the impact of such change.

ARTICLE 18 – DISCIPLINE AND DISCHARGE

- 18.1 Unless otherwise warranted by the circumstances, discipline shall follow the principles of progressive discipline, beginning with oral reprimand and proceeding to written reprimand, suspension, and discharge. Alternate forms of discipline may be used when deemed more appropriate. No employee who has completed probation for their current position shall be disciplined or discharged except for just cause.
- a. Any disciplinary meeting shall be documented in writing and such documentation will be presented to the employee either at the time of the meeting, or as a follow-up communication within ten (10) working days from the initial meeting. This written document will clarify to the employee the Agency’s expectations of their performance and the discipline to be imposed. This documentation shall also be sent to the Union representative within fourteen (14) calendar days of the employee’s receipt of documentation required under this Article if the employee has elected to involve a Union representative as defined in Article 18.4.
- b. The Agency’s expectations of the employee’s performance, corrective actions needing to be addressed, types of support to be provided to the employee, will be given to the employee as a written document within a reasonable timeframe. In addition, management and the employee will agree on a specified timeframe to review progress made.
- 18.2 Employees will be notified of a complaint received against them within one (1) week of the receipt if an investigation will be conducted, unless to do so would compromise the investigation.

- 18.3 If LCOG determines that there is just cause for discharge, demotion, or suspension, then at least seven (7) calendar days prior to the effective date of the discipline, LCOG shall provide the employee with a written due process notice which includes the charges or allegations investigated, the disciplinary action being considered, the grounds for such action, and notice of the employee's right to respond either orally or in writing to the person taking the action prior to the effective date.
- 18.4 Upon the request of the employee, the employee shall be entitled to have Union representatives present during investigatory interviews in which answers to the questions asked may subject the employee to discipline, and at any pre-disciplinary meeting. A pre-disciplinary meeting is any meeting in preparation for or in advance of discipline in which the subject of the meeting relates to pending or anticipated disciplinary actions and does not include meetings during the regular course of operations, coaching, and workload management. This section shall not be construed to waive employee rights under applicable law including but not limited to Weingarten rights. Additionally, up to one Steward trainee may also attend such meeting. The Steward trainee shall not take notes nor in any subsequent meeting, arbitration or process may the trainee attest to the content or substance of the meeting, whether orally or in writing. Only one Union Steward or Steward trainee shall be in paid time in such meetings.

This opportunity for representation shall not unduly delay such interviews or meetings. This Section shall not apply to any interview or meeting with an employee in the normal course of work, counseling, coaching instruction, evaluation, or other routine contact with a manager. Such communications are not discipline and are not grievable.

- 18.5 If LCOG determines it is necessary to place an employee on administrative leave during an investigation or to give LCOG time to decide upon its contemplated action, that administrative leave shall be with pay. Employees shall be notified in person or via phone of such action by their manager and/or Human Resources, as applicable, explained the process and timelines, and be allowed an opportunity to ask questions about the process. Employees on administrative leave are nonetheless subject to the direction of their manager during their regular work schedule; they must be available by phone or email at the start of their regular schedule and at the end of their regular schedule. Employees will be available to report to work upon the instruction to do so.

The employee shall be notified in writing of the initial reason for the action within seven (7) calendar days of the effective date of the action. Where practicable, the Agency will provide regular updates to the employee on the status of the investigation every two weeks or more frequently where possible. The investigation shall be completed within one-hundred twenty (120) calendar days, where possible. However, if the investigation is not concluded within the timeline, the Agency will notify the employee of the specific reason(s) and the amount of additional time needed which shall be no more than thirty (30) days at a time.

- 18.6 LCOG shall conduct all disciplinary and discharge actions with discretion to ensure the employee's dignity, privacy, and confidentiality.

- 18.7 Throughout the entire discipline and discharge process, employees shall have access to Union representation, including on the day of termination.

ARTICLE 19 – GRIEVANCE PROCEDURE

- 19.1 It is the intent of the parties to this Agreement that grievance be resolved informally and at the lowest level whenever possible. The purpose of this procedure is to solve grievances promptly and equitably.

Employees will not be subject to any adverse employment actions for raising good faith concerns.

- 19.2 **Grievance Defined.** A grievance shall be defined as a claimed violation of a specific provision or provisions of this Agreement that is not expressly excluded from the grievance and arbitration procedure. Under this procedure, both the Union and LCOG have the ability to present a grievance to the other, although the below procedure is written from the perspective of the Union submitting a grievance to LCOG. The settlement of a grievance by either party shall not constitute a precedent. An employee may be assisted or represented by representatives of the Union at any step in the grievance procedure. For purposes of computing time and observing time limits, all references to “day(s)” shall be considered calendar days.

Also see Article 18.3 for information around due process hearings; grievances related to a termination that has already occurred shall be presented at the level of Executive Director.

- 19.3 Grievances are processed as follows:

a. Step 1: Pre-Grievance:

1. Employees may attempt to resolve workplace concerns with their manager. It is recommended that employees try to resolve the situation first with their immediate manager. If an employee is not satisfied with the decision, or the employee is uncomfortable discussing the issue with their immediate manager, the employee may approach the manager at the next level who has the authority to assist in resolution. If the employee chooses to not do the optional Step 1, Pre-Grievance, or the problem was not resolved, then the employee may progress to Step 2, Grievance. Employees are encouraged to engage in this process but as it is not mandatory, employee may start with Step 2, Grievance.
2. The Employee may involve Union Stewards. If the employee, in consultation with Union Stewards, or the Union determines that the matter cannot be resolved informally, they may proceed to Step 2, below.
3. The Manager involved with Pre-Grievance shall have fourteen (14) calendar days to respond to the Employee’s concern. This timeline may be extended by mutual agreement.

b. Step 2: Grievance

If the grievance affects a group of employees with more than one manager, the employees may choose to forego Steps 1 and 2 and proceed directly to Step 3, Advanced Grievance, within the prescribed time lines.

1. *(If Employee chooses to skip Step 1: Pre-Grievance)* A grievance may be filed within thirty (30) calendar days of the date the Employee or the Union knows or by reasonable diligence should have known of the alleged grievance. A written notice shall be filed with the manager, or program manager if that manager is involved, which includes a statement of the grievance, the relevant facts, the specific contract provisions in question, the remedy sought, the signature and date of the person submitting the grievance.
2. If the Employee's attempt to resolve the grievance informally through Step 1 Pre-Grievance is not resolved, the Employee may submit, within thirty (30) calendar days immediately following the date of management's response, a written notice to the next appropriate level of management which includes a statement of the grievance, the relevant facts, the specific contract provisions in question and the remedy sought.
3. The manager shall respond to the Employee in writing within fourteen (14) calendar days.

c. Step 3: Advanced Grievance

1. If the matter is not settled at Step 2 Grievance, the aggrieved Employee may file a written grievance to the next appropriate level of management within fourteen (14) calendar days of the receipt of the written decision of the manager in Step 2 Grievance. This step may be repeated, as needed, up to the level of Executive Director.
2. The grievance should contain the following information:
 - i. A precise statement of the facts upon which the complaint is based.
 - ii. The results of previous attempts to resolve the complaint and why such results are unacceptable.
 - iii. The article or provision of the Agreement allegedly violated.
 - iv. The specific remedy sought.
 - v. The signature of the Employee(s) and/or union representative.
 - vi. The date the form was signed.
 - vii. Copies of any written decisions rendered at Step 2.

3. The Employee, or Union representatives, shall include copies (cc) to Human Resources and all managers involved. The Union Representatives may copy the Union's Member Resource Center.
4. The appropriate manager shall meet with the Employee and/or Union representatives within fourteen (14) calendar days after the step 3 Advanced Grievance has been filed. The Employee and/or Union representatives may request that Union representatives be present at the meeting. The appropriate manager will render a written decision within fourteen (14) calendar days to the Employee, the Union representatives, and Human Resources.

d. Step 4: Optional Mediation

1. If the grievance remains unresolved after Step 3 Advanced Grievance procedure, and a decision has been issued by the Executive Director, either party may request the opportunity to resolve the matter through mediation. Such request must be made in writing within thirty (30) calendar days of the delivery of the final decision at Step 3, Advanced Grievance. The other party shall have fourteen (14) calendar days to respond to such request. If the parties mutually agree to engage in mediation, the time limits for submitting the grievance to arbitration shall be temporarily suspended while the parties attempt to resolve the matter through mediation.
2. If the parties agree to mediate the grievance, they shall jointly request a mediator from the Oregon State Conciliation Service of the Oregon Employment Relations Board. Its grievance mediation request form is at: <https://www.oregon.gov/erb/Documents/MediationReq-Form-Griev.pdf>.
3. Mediation expenses shall be shared equally by LCOG and the Union.

e. Step 5: Arbitration

1. If after mediation the grievance remains unresolved, absent an agreement to mediate the grievance, and after a decision has been issued by the Executive Director, the Union may submit the grievance to arbitration within thirty (30) calendar days of the conclusion of mediation (or from the delivery of the decision at Step 3 if the parties chose not to mediate the matter).
2. The parties will attempt to negotiate a mutual statement stipulating the issue to be submitted for arbitration.
3. A list of five (5) arbitrators shall be requested from the Employee Relations Board (ERB) and the parties shall alternately strike one name from the list until one is left. The order of striking shall be determined by lot and shall not require more than one day to complete each strike.

4. Neither LCOG, nor the Employee, nor the Union may submit any substantive new factual information in arbitration that was not presented previously in the preceding administrative steps. If, prior to the arbitration hearing, any party discovers evidence not previously discussed, the parties shall reconvene the resolution process at Step 3, Advanced Grievance. This meeting may not delay the arbitration hearing unless all parties mutually agree to delay it.
5. The arbitrator shall render a decision within thirty (30) calendar days. The powers of the arbitrator shall be limited to interpreting the Agreement and determining if it has been violated. They shall have no authority to alter, modify, vacate, or amend any terms of the Agreement, to decide on any condition which is not specifically treated in the Agreement, or to substitute their judgment for that of LCOG. The decision of the arbitrator shall be final and binding on all parties.
6. Each grievance will be submitted at a separately convened arbitration hearing unless the parties agree mutually to submit more than one grievance at the same arbitration hearing. LCOG and the Union shall share equally in the cost of the arbitrator's fees, as well as the costs of the court reporter or stenographer (if requested by the arbitrator), and the cost of any transcripts furnished to the arbitrator. Each party shall be responsible for all costs of presenting their position to the arbitrator, including attorney fees.
7. The parties agree that the arbitrator shall retain jurisdiction over the grievance for up to sixty (60) days following delivery of the decision, to hear and decide any post-hearing matters.

19.4 The following general guidelines apply:

- a. A bargaining unit employee may be represented at any stage of this procedure by Union Stewards. Nothing in this Article shall preclude an employee from representing themselves at Steps 1, 2, and 3 of the grievance procedure, provided that the Union is notified by LCOG that a grievance has been filed and the time and place of all hearings. A matter shall be submitted to arbitration only by the Union or LCOG, and individual employees shall have no right under this agreement to proceed independently to arbitration if the Union has made a determination that the claim involved is without merit.
- b. No reprisals of any kind shall be taken by LCOG or any member of the administration, or by any Union member, Steward, or representative, against any participant in any grievance procedure by reason of such participation.
- c. Unless mutually agreed upon by the aggrieved employee and LCOG, meetings and hearings under this grievance procedure shall not be conducted in public. The hearings shall include only the Employee, the Employee's designated Union

Steward or representative, mediator or arbitrator, witnesses, and LCOG representatives.

- d. A decision, rendered at any level, shall be in writing, setting forth the decision and the reason for it. That document shall be transmitted promptly to the Employee and to the Union Stewards or representatives if the employee has involved Union Stewards or representatives.
- e. It is important that the grievance be processed as rapidly as possible. Specified time limits may, however, be extended by written and signed mutual Agreement between the employee, the Union Stewards or representatives, and the Executive Director or designee. If the grievance is not submitted by the Union or the employee within the time limit established by these procedures or advanced to the next step within the time limits stated to advance it, the grievance shall become void. If an LCOG representative fails to respond to a procedural step within established time lines, the employee may proceed to the next step of this process within the specified time lines.
- f. LCOG and the SEIU shall together develop a grievance form that permits the Employee to state and advance their grievances and a response form that permits LCOG to respond thereto at each of the four steps set forth in this Article.
- g. LCOG shall make grievance forms available to employees on its intranet.

19.5 The parties agree that this Agreement and its provisions are to be enforced solely through the grievance procedure or as otherwise expressly specified in this Article.

ARTICLE 20 – HEALTH AND SAFETY

LCOG acknowledges an obligation to provide a safe work place for its employees and agrees to do so in accordance with any and all applicable local, State, and Federal laws pertaining to health and safety. An LCOG-wide Safety Committee will be maintained to discuss issues of mutual concern and make recommendations to the Executive Director regarding the safety of LCOG employees. At least two (2) representatives of the bargaining unit will be allowed to participate on the committee. Employees participating on the Committee shall do so without loss of pay.

ARTICLE 21 – WORKERS’ COMPENSATION

- 21.1 When an employee is injured on-the-job, they are eligible to file a workers’ compensation claim for benefits through the Workers’ Compensation Program in accordance with State law. Claim forms are available on the LCOG intranet.
- 21.2 Employees may use sick leave accrual to supplement the employee’s time loss income up to the level of their normal take home pay until such leave is exhausted. Employees who have exhausted sick leave may next use vacation or leave to supplement the time loss

income up to but no higher than the employee's normal take-home pay at the time the claim is filed.

ARTICLE 22 – FILLING OF POSITIONS

22.1 Consistent with LCOG's Affirmative Action Plan and except as required by Oregon's Veteran's Preference law, positions will be filled based on merit principles with a commitment to upward mobility for bargaining unit members. In filling of positions, LCOG recognizes the value of employees' years of service and experience.

22.2 Notice of all vacancies to be filled within S&DS, including limited duration appointments, shall be emailed to all bargaining unit members and posted on LCOG's intranet for five (5) working days prior to the filling of such vacancies. The notice shall include the following information:

- a) Title of the open position
- b) Brief description of duties and work to be performed (position description attached)
- c) Pay range
- d) Minimum qualifications for employment
- e) How to file an application (when, where, with whom)
- f) Location of the position

In order to consider bargaining unit members' continuous service within LCOG, all members of the bargaining unit may apply for any newly created position, existing vacant position, or newly classified position.

LCOG may post externally concurrent with internal postings, however, order of consideration will be as follows: lateral transfers, promotional, demotional and then external candidates using the process in Article 22.3 below. Order of consideration does not obligate the Employer to hire that person.

22.3 Lateral Transfers, Promotions and Demotions.

Whenever LCOG intends to fill a vacant bargaining unit position, LCOG will first use the appropriate Layoff Recall Lists in accordance to Article 8.

Subject to Article 6.1, in the event of a vacancy in a position that LCOG decides to fill, an employee with a different area of focus within the same classification with the most seniority (per Article 8) who requests a lateral transfer to the vacant position shall be offered the position, provided that employee meets the performance standards required for their classification and position at the time of the request to transfer. Lateral transfers within or between individual units will also be considered when there are extenuating circumstances. Interested (lateral) staff will be permitted five (5) business days to request a lateral transfer. In the event multiple staff with equal seniority request to transfer laterally, a decision will be made based on merit principles with a commitment to upward mobility for bargaining unit members, recognizing the value of employees' years of service and

experience. Individual employees will be limited to two (2) lateral moves within a calendar year to support work continuity.

If no employee in the relevant classification requests a lateral transfer to the vacant position, then next consideration shall be given to bargaining unit employees who apply for that position, by seniority. Order of consideration does not obligate the Employer to hire that person. For Promotions or voluntary demotions, employees shall apply for the open job announcement(s) using the LCOG job application process. Employees seeking to fill one of these vacancies who meet the minimum and any special qualifications for the position shall participate in the interview process and be considered before an offer is made to external applicants.

No worker shall be required to transfer to another office unless the current office is being closed down and/or another office is opened. If the current office is being closed down and/or another office is opened, positions will be filled first by volunteers in order of seniority. If not enough employees volunteer, then LCOG agrees to make a good faith effort to fill the remaining positions by reverse seniority within the context of procedural, operational and staffing needs.

A workload transition period of three (3) weeks following the employee's start date in a new position shall be provided for any employee who is promoted, transferred, or selected for a lateral transfer. The employee and management will prepare a workload transition plan within five (5) business days of the employee accepting the new position, unless another timeframe is mutually agreed upon. The workload transition plan shall be completed within three (3) weeks of the employee's start date in a new position unless another timeline is mutually agreed upon. Training for the new position may go beyond the three (3) week workload transition period. The probationary period for any employee who is promoted shall begin on the first working day in the new classification regardless of whether the workload transition plan has been completed.

- 22.4 Employees who interview for a position, but are not hired, will be informed in writing. Employees not hired or selected for an interview may request and shall receive within a reasonable time a written explanation or reason for the denial of the position. The employee may also request a meeting with the manager filling the position to ask what education, training or other skills might improve the employee's chances of transfer or promotion in the future. Written notices and feedback given in discussions under this section are not disciplinary nor are they grievable.
- 22.5 Rate of Pay upon Promotion. An Employee who is promoted shall move to the first step in the new classification or moved to the next higher step in the new classification from their current wage, whichever is greater. A "promotion" shall be defined as a selection for a position after application and interview for a position that is at a higher rate than the employee's current classification.
- 22.6 Short Term Assignments. A short-term assignment may be used for the purpose of meeting nonrecurring or short term workload needs. Opportunities for short term assignments shall be emailed to all bargaining unit employees who are currently working within the

classification of the short term assignment. Any qualified employee may express interest in the assignment, and the assignment shall be made by management, considering skills, experience and qualifications.

An employee may ask in writing for hardship consideration to not accept the assignment. Any employee who does not volunteer or who requests hardship consideration shall not be subject to disciplinary action or retaliation.

Any employee working in a short-term assignment shall have their regular ongoing workload reduced proportionately in order to ensure equitable distribution of workload.

22.7 Limited Duration Positions

A limited duration appointment may be used when uncertain or limited funding, i.e., grant-funded, contract, award, or legislative funding for a specific project, become available to LCOG, or to provide coverage for an employee or employees on extended leave(s) of absence or temporary reduction(s) in FTE. A limited duration appointment shall not exceed two (2) years in length.

Newly hired Limited Duration Employees

- (a) A newly-hired limited duration employee shall be covered by the collective bargaining agreement, with the exclusion of lay-off rights at the end of the assignment.
- (b) The newly hired employee will be on probation according to Article 9.

Current Employees Hired into Limited Duration Positions

- (a) A current employee who moves from regular status to a limited duration position shall be entitled to all the rights of the current collective bargaining agreement which includes but is not limited to: return rights to the previous position, layoff rights of the collective bargaining agreement, performance appraisal date and merit increase consistent with the original position, continuance of seniority accrual;
- (b) If the limited duration position represents a promotion for the employee, promotional probation will be entered into, as outlined in Article 9.
- (c) When the limited duration position comes to an end, the employee has return rights back to their original position, and will return to the salary range and step the employee would be on had there been no limited duration position;
- (d) Limited duration appointees have all rights and privileges of other classified employees including but not limited to wages, benefits, and Union representation under this Agreement.

Conditions

A person accepting a limited duration position shall be notified of the conditions of the position and acknowledge in writing that they accept that position under these conditions. Such notification shall include the following:

- (a) That the position is of limited duration.
- (b) That the position may cease at any time.
- (c) Those employees who accept limited duration positions, who were not formerly classified employees, shall have no layoff rights.

- (d) That in all other respects, current employees who accept a limited duration position have all rights and privileges of other classified employees including but not limited to wages, benefits, and Union representation under this Agreement.

ARTICLE 23 – RECLASSIFICATION

- 23.1 LCOG reserves the right to eliminate classifications or establish new classifications within the bargaining unit with notice to the Union. LCOG shall provide written notification to the Union when a new classification is established if LCOG determines that the classification is appropriately within the bargaining unit represented by the Union. This notification shall include the new title, description, and the proposed salary range for the classification. There will be a 14-day period after the written notice has been given in which the Union may ask in writing, to negotiate increases regarding the salary range, if necessary. Such negotiation shall be governed by ORS 243.698 – Expedited Bargaining Process. If the Union has not objected to the proposed range within the 14-day period, it will be implemented.
- 23.2 Reclassification of positions to a higher or lower salary range may be initiated by management, a supervisor, or an employee. The Union will be notified of all position reclassifications of bargaining unit positions.
- 23.3 LCOG shall provide written notification to the Union and impacted employees when reclassifying a position. This notification shall include: name, salary range, job title and position description. There will be a 14-day period after the written notice has been given in which the Union may deliver to LCOG a written demand to bargain the pay and any other mandatory impacts of the reclassification. The reclassification will be implemented if the Union has not objected within the 14-day period.
- 23.4 Reclassification must be based on findings that the purpose of the job is consistent with the concept of the proposed classification and that the class specifications for the proposed classification more accurately depicts the overall assigned duties, authority, and responsibilities of the position. As used herein:
 - (a) The purpose of the job shall be determined by the statement of purpose and assigned duties of the position description and other relevant evidence of duties assigned by LCOG;
 - (b) The concept of the proposed classification shall be determined by the general description and distinguishing features of its class specification; and
 - (c) The overall duties, authority and responsibilities of the position shall be determined by the position description and other relevant evidence of duties assigned by LCOG.
- 23.5 Employees may request reclassification by submitting a written explanation of the request, their position description, and all other relevant evidence for the proposed reclassification to LCOG Human Resources. Within sixty (60) days, unless otherwise mutually agreed in writing, LCOG shall review the merits of the request based on the substantive difference in duties as listed in the position descriptions. The Union shall be entitled during the sixty

(60) day review period and prior to the issuance of LCOG's decision to meet with LCOG or to present further written arguments in support of the request. LCOG will notify the employee of its decision and provide a written copy of the decision. Should the duties of the position support reclassification, LCOG shall make a determination whether to approve reclassification or remove selected duties within one-hundred twenty (120) days, however, this time period may be extended upon mutual agreement of the Parties.

23.6 **Reclassification Up.**

- (a) Reclassification upward is a change in classification of a position by raising it to a higher classification.
- (b) If the reclassification is approved, the effective date shall be the first of the month following the month in which the reclassification request was received by LCOG. The employee will receive a lump sum payment for the difference the current salary rate, including work out-of-classification pay if any and the proposed salary rate, for the time period beginning with the first of the month following the month in which the reclassification request was received by LCOG.
- (c) Rate of pay upon upward reclassification shall be given no less than the first step of the new salary range. Employees will be moved to the new upward classification at the step that is closest to at least a 3.5% increase above the employee's previous wage within the new classification's range. No employee will see a reduction in salary as a result of reclassification. At the discretion of LCOG, the salary eligibility date (annual review) may, in either case, remain the same or be established twelve (12) months thereafter.

If the reclassification upward is approved, LCOG may cease paying work out-of-classification pay or adjust the effective date of the reclassification to avoid overpayment of any work out-of-classification pay received by the employee.

- (d) If a reclassification request is approved and LCOG decides to remove selected duties to be consistent with its current classification, the employee will receive a lump sum payment for the difference between the current salary rate, including work out-of-classification pay if any and the proposed salary rate, for the time period beginning the first of the month following the month in which the reclassification request was received by LCOG to the date the duties were removed.

23.7 **Reclassification Down.**

- (a) Reclassification downward is a change in the classification of a position by reducing it to a lower classification and does not include "demotions" under Article 22.3.
- (b) LCOG shall, sixty (60) calendar days in advance of a reclassification downward of any position, notify the employee in writing of the action, including the specific reasons and the position description used for the action.

- (c) If an employee is reclassified downward and their rate of pay is above the maximum of the new classification, their rate of pay will remain the same until a rate in the salary range of the new classification exceeds it, at which time the employee's salary shall be adjusted to that step.

If the employee's rate of pay is the same as a salary step in the new classification, the employee's salary shall be maintained at the same rate in the lower range. If the employee's rate of pay is within the new salary range but not at a corresponding salary step (i.e.: between steps), the employee's salary shall be maintained at the next whole step within the new salary range.

23.7 Negotiation and disputes appealing reclassification decisions shall be governed by ORS 243.698 – Expedited Bargaining Process.

ARTICLE 24 – JOB SHARE

1. Definition of Job Share - "Job sharing position" means a full-time (1.0 FTE) represented position that may be held by more than one (1) employee on a shared time basis, whereby the one employee works at least .4 FTE (16 hours a week) and the other employee works the remainder of the FTE to equal 1.0 FTE. LCOG will not approve any requests for a job share that involve either employee working less than .4 FTE and no 0.5 / 0.5 FTE splits will be approved.
2. Requesting a Job Share – Job sharing is a voluntary program. A job share may be requested by any two employees of the same job classification who wish to share job duties. An employee who has not identified the person to fill the other half of the job share can also submit a request to job share and indicate the FTE (minimum .4 FTE) that they would like to work.
3. Approval – All requests are to be in writing and addressed to the Unit Manager of the position to be shared. The Unit Manager will review the request and make a recommendation to the Program Manager. If the Program Manager's recommendation is to approve the job share request, the request will be forwarded to the Division Director for final approval. A written response regarding the disposition of the request will be given within thirty (30) calendar days of the receipt of the request by the Division Director. If the request is granted, and one part of the shared position needs to be filled, then LCOG shall post the job share position internally for no less than 5 working days. Any bargaining unit employee who occupies, or has previously occupied, a position in the classification will be considered for the job share. If more than one employee applies for the job share, the decision to fill the vacancy will be made by LCOG. Where employees applying are equal in performance, fitness and job skills, LCOG agrees to fill the position by seniority. If no one is selected by LCOG, then the job share position may be posted internally and then externally at LCOG's discretion.

LCOG reserves the right to limit the number of job share approvals at any time. LCOG reserves the right to assign tasks and job duties to the employees occupying the job share position. The decision reached on a job share request is not grievable.

4. Equipment and Schedules - Employees requesting a job share must be willing to overlap work schedules to accommodate unit meetings and other events or meetings as assigned by the manager. Additionally, employees seeking approval must be willing to share a docking station, phone, desk and accompanying equipment. Employees who go out into the field will be assigned individual laptops. Requests should include proposed work schedules.
5. Benefits - Job share employees will accrue vacation, sick and holiday leave prorated in accordance with the hours worked.

Employees will retain their employee performance review dates.

Benefits paid by LCOG based on a percentage of salary (PERS, for example) will continue to be paid based on the same percentage.

6. Ending a Job Share - If one of the employees occupying a job share position leaves the position for any reason (resignation, retirement, termination, promotion or transfer to another position, etc.), the remaining job share employee shall be given twenty (20) working days to decide whether to continue in the position full-time or continue the job share. If the employee chooses to continue the job share, the employee may submit a new proposal with a new job share partner or request that the position be posted according to article 3 above.
7. Revoking a Job Share - LCOG reserves the right to revoke a job share approval at any time. Employees holding a job share position will be given a minimum of twenty (20) working days' notice of the change, after which Article 8 (Seniority) applies.
8. All current job shares in effect as of July 1, 2016 shall remain in effect and now be covered by this article.

ARTICLE 25 – LABOR MANAGEMENT COMMITTEE

In recognition of the benefits of ongoing communication and collaboration, a joint Labor-Management Committee has been established. The Labor-Management Committee will consist of up to five (5) bargaining unit representatives, one (1) SEIU Local 503, OPEU representative to be appointed by the Union and up to six (6) Employer representatives appointed by LCOG.

In order to facilitate communication between the parties, the committee shall meet regularly, at least once a calendar quarter or when mutually agreed upon by all parties. LCOG/SEIU employees appointed to the Labor-Management Committee shall be in pay status during time spent in committee meetings.

The Labor-Management Committee is one tool designed to enhance the relationship and culture in the workplace. The process focuses on developing a cooperative partnership between the employer and unionized employees through joint problem solving. The Labor-Management Committee is a regularly scheduled forum with the purpose to jointly address and attempt to resolve workplace problems at the lowest level. Nothing in this Article is intended to restrict an employee's right under other applicable Articles in this contract.

Labor-Management Committee meetings are a non-bargaining forum; its members do not have the authority to bargain on behalf of LCOG or the Union. The Committee shall not have power to contravene any provision of the Collective Bargaining Agreement. Unless otherwise provided, no discussion or review of any matter by the Committee shall forfeit or affect the time frames related to the grievance procedure. The activities and results of the Labor-Management Committee shall not be cited as precedent setting unless mutually agreed upon by all parties.

The Labor-Management Committee is not an ad hoc, one-time instrument to be used for a particular problem. It is designed and expected that the Labor-Management Committee will have standing members who will regularly attend all scheduled meetings. In order to be successful, the Labor-Management Committee must have a full commitment from both the highest level in the employer's organization and union organization. Such a commitment is paramount to the likelihood of a Labor-Management Committee succeeding in any workplace.

Meeting minutes shall be drafted by Union representatives, signed by representatives of both the Union and LCOG, and then posted on the Union Bulletin Board no later than ten (10) days after the meeting.

ARTICLE 26 – STANDARDS OF WORK

1. LCOG agrees it has the responsibility to advocate for seniors and people with disabilities and to provide to them quality services and information that promotes dignity, independence and choice.
2. LCOG shall provide clearly defined roles, accurate, and up-to-date job descriptions for all bargaining unit employees. LCOG shall develop a defined metric for assessing knowledge, skills, quality of work and improvement for each program, to ensure employees receive consistent, pertinent training. LCOG will provide notice to the affected employees and the Union, prior to making substantive changes to a job description.
3. LCOG, in consultation with the Union, shall establish a check list of agency administrative/operational knowledge needed by all new hires. Employees and their managers shall sign and date each training checklist item as that training is completed.
4. Pursuant to Article 27.3(c), if an employee and the employee's manager identify a need and opportunity for continuing education and in order to improve job knowledge and performance, LCOG shall provide time each month for such training, as appropriate based on the needs identified jointly by the employee and the employee's manager, with consideration of available resources. Employees shall request time for continuing education through LCOG's electronic system for tracking purposes.
5. Workload Prioritization. Any employee may request assistance from his/her manager in establishing or adjusting priorities in order to carry out his/her work assignment. The manager will take into account variables that impact the difficulty of assignments to the

employee. The employee may request to have the response provided orally or in writing and the manager will respond accordingly in a timely manner.

6. The Union shall be permitted to conduct Exit Interviews with leaving bargaining unit employees. LCOG will continue to forward employee information as outlined in Article 4. The Union, at the Union's own request, may reach out to employees leaving LCOG to request an Exit Interview.
7. LCOG and the Union both recognize the importance and value of employees participating in committee work. In pursuit of this joint purpose, LCOG and the Union shall collaborate to establish committee position descriptions, clearly defined tasks, leadership structure, goals, and outcomes so that the work of the committees is effective. Only committees that collaborate with LCOG and the Union to establish such descriptions, structure, goals, and outcomes described above shall be recognized.

ARTICLE 27 - CAREER DEVELOPMENT

- 27.1 LCOG shall reimburse regular employees for one half (1/2) the amount of tuition for courses (lectures and classes) determined by LCOG to be directly related to the employee's work, conducted outside the employee's regular working hours or, in extraordinary cases, during working hours, provided that the following conditions are met:
- a. Funds for such expenditures are available in the current budget and the employee is a regular employee;
 - b. The employee has made application for approval of the course and tuition reimbursement at least two (2) weeks prior to the registration date of such course, if possible;
 - c. The manager provides assurance that any time taken off from work will not impair LCOG and program operations;
 - d. The employee submits verification of satisfactory completion of the course;
 - e. The employee is not receiving reimbursement for tuition from any other source;
 - f. Normally, the cost of textbooks and technical publications required for such courses shall be the responsibility of the employee. If LCOG approves the purchase of any textbooks and publications for such courses, said textbooks and publications shall become the property of LCOG;
 - g. The application of funds for tuition reimbursement shall be limited by the principle of fair distribution of available budgeted funds among employees, not limited to the number of course hours or courses taken by an individual employee, so long as they do not interfere with the employee's job performance and qualify as tax exempt under current IRS rules;

- h. Opportunities are provided on a reasonable rotation basis among employees to assure equal access to learning experience within LCOG budget constraints; and
- i. Time off with pay shall be allowed, and an employee shall be reimbursed for the expense of attending conferences or conventions when attendance is on an assigned LCOG business basis.

27.2 LCOG shall pay up to one hundred dollars (\$100) toward the membership of an employee in a professional society approved by the Executive Director.

27.3 Job Rotation/Developmental Opportunities

An Employee may request and LCOG may provide rotation/developmental opportunities by written agreement with employees who have the approval of their manager based on the operational needs of the agency or their work unit. The written agreement will include the duties, hours of work, and length of the assignment. There will be an internal process for these positions, consistent with Article 22 (filling of positions), before any external recruitment takes place. Employees selected for these positions will maintain all the rights and privileges they had in their regular status position. A job rotation or developmental opportunity shall not exceed two (2) years in length. Any person who accepts a job rotation or developmental opportunity has return rights to their previous position at the end of the assignment. No change in the performance appraisal date or merit increase date changes as a result of accepting a job rotation or developmental opportunity.

(a) Job Rotation: In order to qualify for a job rotation, an employee must meet the minimum qualification for the classification in which the position resides. If the person selected for the job rotation is coming from a higher classification, they will retain their current rate of pay. If the person selected for the job rotation is coming from a lower classification, they go over to the higher salary range and one step up from their current position or go to step one in the new salary range, and go on promotional probation as outlined in the collective bargaining agreement.

(b) Developmental Opportunity: In order to qualify for a developmental opportunity, an employee must be able to achieve the minimum qualification of the position within the timeframe of the developmental opportunity. The person accepting the developmental opportunity will remain at their current level of pay. There will be no change in the performance appraisal date.

(c) Personal Development: If an employee and the employee's supervisor identify opportunities for growth and development (such as manager training) relating to identified career goals and committee work, the employee may submit a proposal to the Deputy Director and Division Director to have such training qualify as "directly related" to job requirements, which may be approved as "paid time" per LCOG Policy Manual Section 4.04, subject to the criteria as outlined in 27.1.

- 27.4 Additional Personal Development Trainings. Bargaining Unit Employees may request in advance to use paid vacation leave, and that request shall not be unreasonably denied, to attend trainings, provided the employee works with their supervisor to arrange coverage while they are out of the office.

ARTICLE 28 – PERSONNEL FILES

- 28.1 LCOG shall maintain personnel records in the Human Resources Department. Upon request, each employee or their Union Representative as authorized by the employee in writing, shall have the right, with reasonable notice to LCOG, to review their personnel files, during normal working hours. The employee may have a copy of any information in the personnel file. Employees shall not be charged for their first request for copies of material from the personnel file. Thereafter, LCOG may charge a reasonable fee for duplication.
- 28.2 Each employee shall read and sign any derogatory material that is placed in their personnel file. Signing does not necessarily indicate agreement. Material of a derogatory nature signed by the employee shall bear the following statement next to the signature line:

“Signing does not necessarily indicate agreement.”

- 28.3 Employees shall have the right to submit rebuttal material to any derogatory material contained in their personnel file. LCOG will remove written reprimands from an employee’s personnel file three (3) years after the reprimand was issued, so long as no other related disciplinary actions occur within that time period.

ARTICLE 29 – EXISTING CONDITIONS AND SAVINGS CLAUSE

- 29.1 Nothing in this Agreement is intended to restrict the right of LCOG to adopt, change, or modify reasonable work rules or procedures necessary for the safe, orderly, and efficient operation of the agency. To the extent that any proposed changes in work rules or working conditions consist of or affect mandatory subjects of bargaining, LCOG agrees to notify the Union of the changes and, upon demand, to collectively bargain the mandatory negotiable aspects of the change in accordance with Oregon Expedited Bargaining statute and Employment Relations Board rulings.
- 29.2 If any provision of this Agreement is held to be unlawful or unenforceable by any tribunal of competent jurisdiction, or by operation of law, or if either party is unable to perform any provision of this Agreement, such decision, operation of law or inability to perform shall only apply to the specific provision affected. Upon request by either party, the parties shall enter into negotiations for the purpose of arriving at a mutually satisfactory replacement for such provision, if possible.

ARTICLE 30 – TERM OF AGREEMENT

- 30.1 This Agreement shall become effective when it is signed by both parties, and shall remain in effect to and including June 30, 2026 except where otherwise specified in this Agreement.
- 30.2 This Agreement shall continue in effect from year to year thereafter, unless one party gives notice in writing to the other party of its desire to modify the Agreement. The notice must be given to the other party in writing and delivered no later than January 15 of the year of the expiration of this Agreement.
- 30.3 The parties shall commence negotiations within thirty (30) days after the notice is delivered or on a mutually agreeable date.
- 30.4 LCOG management and the Union bargaining committee members acknowledge this negotiated agreement: each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter appropriate for collective bargaining. The understandings and Agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, LCOG and the Union, for the life of this Agreement, each voluntarily and unqualifiedly waives the right and agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter without mutual consent, even though such subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement. All terms and conditions of employment not covered by this Agreement shall continue to be subject to LCOG's direction and control, except as required by the Oregon Public Employee Collective Bargaining Act.

Executed this day _____ of _____, 2022, in Eugene, Oregon.

For Lane Council of Governments

For the Service Employees International
Union Local 503, Oregon Public
Employees Union

Brendalee S. Wilson, Executive Director

Melissa Unger, Executive Director
SEIU Local 503, OPEU

Geoff Clark
Collective Bargaining Representative

Katie Collins
Collective Bargaining Representative

Jennifer Colson
Collective Bargaining Representative

Heather Jones
Collective Bargaining Representative

Sara Levine
Collective Bargaining Representative

Tyler Pickering
Collective Bargaining Representative

Jacob Wyant, Chief Negotiator
SEIU Local 503, OPEU

**APPENDIX A – CLASSIFICATION LIST AND SALARY RANGES
2022-2026**

SENIOR AND DISABILITY SERVICES DIVISION

CLASSIFICATION	SALARY RANGE
Human Services Specialist	8
Case Manager Assistant	8
APS Support	8
Division Support Specialist	10
Background Check Specialist	10
Home Care Worker Specialist	10
Licensing and Monitoring Assistant	11.5
ADRC Specialist	11.39
Eligibility Specialist	13
Program Coordinator	14.92
Case Manager	14.92
Case Manager: Housing Navigator Focus	14.92
Senior Connections Area Coordinator	14.92
Veteran Benefit Specialist	14.92
Licensing and Monitoring Specialist	15.86
Transition and Diversion	17.06
Complex Case Manager	17.06
Adult Protective Services Specialist	17.27
Lead Worker	17.92
Administrative Data & Projects Coordinator	17.92
Community Outreach and Volunteer Coordinator	17.92
PAS Screener	20.06
Adult Protective Services Specialist – Lead Worker	20.27

APPENDIX B - PERMISSIBLE USE OF SICK TIME

Employees are entitled to use paid sick time under Article 14 of this Agreement for the following purposes:

- For an employee's or family member's mental or physical illness, injury or health condition or need for medical diagnosis of these conditions or need for preventive medical care.
- To care for an infant or newly adopted child under 18, or for a newly placed foster child under 18, or for a child over 18 if the child is incapable of self-care because of mental or physical disability.
- To care for a family member with a serious health condition.
- To recover from or seek treatment for a serious health condition that renders the employee unable to perform at least one of the essential functions of the employee's job.
- To care for a child of the employee who is suffering from a non-serious illness, injury or condition.
- To deal with the death of a family member by attending the funeral or alternative, making arrangements necessitated by the death of a family member, or grieving the death of a family member.
- To seek medical treatment, legal or law enforcement assistance, remedies to ensure health and safety, or to obtain other services related to domestic violence, sexual assault, harassment or stalking incidents to the employee or employee's minor child or dependent.
- For certain public health emergencies including closure by a public official of the employee's place of business, school or place of care of the employee's child, or a determination by a public health authority or health care provider that the presence of the employee or a family member presents a health risk to others.

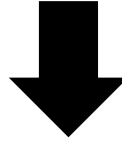
APPENDIX C – SALARY SCHEDULES

Appendix D – Article 19 Grievance Procedure Flow Chart

Step 1: Pre-Grievance (Optional)

Employee attempts to resolve concern informally with their direct manager. If employee is uncomfortable discussing the issue with their immediate manager, they may approach the next level manager who could help resolve the problem. Manager has 14 calendar day to respond.

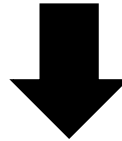
Union Stewards
can be involved
in any step.



If Grievance affects a group of employees with more than one manager, start with Step 3: Advanced

Step 2: Grievance

Within 30 calendar days of alleged grievance or manager's response if Step 1: Pre-Grievance is used, employee/steward files written notice with manager, or program manager if involved, including statement of the grievance, facts, specific contract provisions, remedy, and the signature and date of the person submitting grievance. The manager has 14 calendar days to respond.



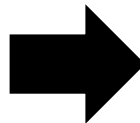
Step 3: Advanced Grievance

Within 14 calendar days of manager's response in Step 2, employee/steward files written notice with next appropriate level of management, including precise statement of facts, previous attempts to resolve the issue and why the result are unacceptable, article or contract provision allegedly violated, specific remedy, signature, date and copies of any written decisions in Step 2. Human Resources and all managers involved get copied (cc) on grievance. Manager has 14 calendar days to meet employee/steward and 14 calendar days to respond. This step may be repeated up to the level of Executive Director.



Step 4: Optional Mediation

If grievance remains unresolved after Step 3 and Executive Director has issued a decision, either party may request to resolve the issue through mediation within 30 calendar days. The other party has 14 days to respond to that request. If parties agree to mediation, they will jointly pick a mediator. When using Step 4: Optional Mediation, timelines will be temporarily suspended for Step 5: Arbitration.



Step 5: Arbitration

Within 30 calendar days of the completion of mediation or of the delivery of the Step 3 decision from the Executive Director, the Union can submit an unresolved grievance to arbitration. Both Union and Management will work to draft a mutual statement of the issue submitted to arbitration. An arbitrator is picked by alternating striking names from a list of 5. The arbitrator has 30 calendar days to render a decision.

RESOLUTION NO. 2022 - 02

Adopting the 2022 – 2026 Collective Bargaining Agreement between the Service Employees International Union and the Lane Council of Governments

WHEREAS, the negotiating team representing Lane Council of Governments (LCOG) has reached a tentative agreement with the negotiating team representing the Service Employees International Union (SEIU) bargaining unit; and

WHEREAS, the SEIU has reported that such employees have ratified the proposed agreement; and

WHEREAS, the tentative agreement has been presented to the Executive Director and she is in agreement;

WHEREAS, the Executive Committee, as LCOG’s Contract Review Board, has been presented with the contract and supports the ratification of the contract;

WHEREAS, the agreement has been presented to the Board to adopt this Resolution,

NOW, THEREFORE, BE IT RESOLVED:

1. That the proposed labor agreement, attached hereto and by this reference incorporated herein, between LCOG and SEIU is hereby ratified.
2. Effective Date. This Resolution shall be effective immediately upon adoption.

PASSED AND APPROVED THIS 23rd DAY OF JUNE 2022, BY THE BOARD OF THE LANE COUNCIL OF GOVERNMENTS.

ATTEST:

Heather Buch, Chair
Lane Council of Governments
Board of Directors

Brendalee Wilson
Executive Director
Lane Council of Governments

LANE COUNCIL OF GOVERNMENTS BOARD OF DIRECTORS

**Lane Council of Governments
LCOG, 859 Willamette Street, Suite 500, Eugene
The meeting was held via teleconference and at the**

April 28, 2022

6:00 p.m.

VOTING MEMBERS

Present

Bd. Member Heather Buch, Chair (Lane County)
Bd. Member Sonja Carlson, Vice Chair (Eugene Water and Electric Board)
Bd. Member Mike Eyster (Lane Community College)
Councilor Robert Ward (Port of Siuslaw)
Bd. Member Greg James (Willamalane)
Bd. Member Sherry Durst-Higgins (Lane ESD)
Councilor Randy Groves (City of Eugene)

Mayor Jeff Gowing (City of Cottage Grove)
Councilor Thomas Cotter (City of Veneta)
Bd. Member Jonathan Light (School District 19)
Bd. Member Rich Cunningham (School District 52)
Bd. Member Susy Laser, Siuslaw Public Library District
Bd. Member Steve Recca (Fern Ridge Library Board)

Absent

Representative City of Coburg
Representative City of Creswell
Representative City of Dunes City
Representative City of Florence
Representative City of Junction City
Representative City of Lowell
Representative City of Oakridge
Representative City of Springfield
Representative City of Veneta
Representative City of Westfir
Representative Siuslaw Valley Fire District
Representative Heceta Water PUD

Representative Rainbow Water and Fire District
Representative Emerald People's Utility District (EPUD)
Representative School District 4J
Representative School District 45J3
Representative School District 40
Representative School District 68
Representative River Road Parks & Rec. District
Representative Lane Library District
Representative W. Lane Ambulance District
Representative Junction City RFPD

OTHERS

Pete Knox, Lane Transit District (LTD), Non-voting member
Brenda Wilson, LCOG Executive Director
Emily Farrell, Senior and Disability Services (S&DS) Director
Stephanie Sheelar, Acting S&DS Director
Heidi Leyba, LCOG Chief Technology Officer
Beth Bridges, Minutes Recorder

CALL MEETING TO ORDER

1. Welcome & Introductions

Chair Heather Buch called the meeting of the Lane Council of Governments (LCOG) Board of Directors meeting to order at 6:02 p.m. Those present introduced themselves.

2. Requests for Additions to the Agenda

No requests were made.

3. Public Comment

No one wished to provide public comment to the Board.

PRESENTATION

4. Cybersecurity

LCOG Executive Director Brenda Wilson gave a Powerpoint presentation entitled *Cyber Security, Protecting Against Cyber Crime*. She summarized the presentation was an overview of cyberattacks and recommendations for how agencies could protect themselves. Ms. Wilson reviewed statistics regarding cyberattacks, including ransomware, and noted government agencies were most frequently targeted. She described the different types of cybercrime and detailed the myriad of ways criminals accessed networks. Ms. Wilson illustrated the impact of cyberattacks, including ransom paid, recovery costs, and identity theft insurance purchased. She defined the five most common cyberattacks in 2021: malware, ransomware, phishing, data breaches, and distributed denial-of-services. Ms. Wilson highlighted that phishing, fake messages designed to trick the recipient into giving out information or clicking on a link that allowed access, was responsible for approximately 90% of data breaches. Ms. Wilson describe a bill introduced by Representative Nancy Nathanson, House Bill 4165, to help address cybercrime. It did not pass. She introduced Heidi Leyba, LCOG Chief Technology Officer, to discuss ways organizations can improve their cybersecurity.

Ms. Leyba defined the five pillars of cybersecurity (identify, protect, detect, respond, and recover) and noted there were many vendors available to assist agencies with each component. She reviewed actionable steps for the region to take: education and awareness, risk assessment, backup and patch, monitor, and practice and prepare.

In conclusion, Ms. Wilson observed cybersecurity insurance was difficult to get. One option for LCOG members to investigate was CityCounty Insurance Services (CIS) through the League of Oregon Cities/Association of Oregon Counties. Currently, the insurance they offered was capped at \$250,000. She added LCOG staff were putting together a mini tool box for member agencies to use.

ACTION ITEMS

5. Consent Agenda

- a. Minutes of February 22, 2022**
- b. DSAC Member Appointment**

Sherry Durst-Higgins noted the minutes listed her as absent but she had attended the meeting.

Mike Eyster moved to approve the Consent Agenda (Minutes of February 22, 2022 as corrected and appointment of Jacqueline Templeman to a two-year term on the Disability Services Advisory Council (DSAC)). Randy Groves provided the second. Chair Buch asked if there were any objections to the motion. When none were expressed, Chair Buch stated the motion passed unanimously.

6. Revised FY22 Budget

Ms. Wilson gave a Powerpoint presentation entitled *FY22 Revised Budget*. She stated LCOG always had a revised budget because of changes in the State allocation and the number of government contracts. The FY22 Revised Budget had been reviewed and approved by the Budget Committee and the Executive Committee. Ms. Wilson summarized the Revised Budget was an 18.9% increase over the FY22 Adopted Budget. She reviewed the changes within each of the three managerial funds: Special Revenue Funds (Senior and Disability Services (S&DS) and Government Services); Enterprise Funds (Business Loans, Economic Development, Building Management, Minutes Recorders); and General Fund. Increases in resources were primarily from state and federal allocations, the majority of which was for S&DS. She described other changes of note, including increased contracts and transportation services in Government Services, decreased activity in the Business Loan program, improved rental revenue from the Park Place building, and successful fundraising efforts for the Senior Meals program.

Turning to requirements, Ms. Wilson detailed changes in Beginning Reserves, Personal Services, Material and Services, Services by Others, Capital Outlay, Transfers, and Ending Reserves. She highlighted the \$7.5 million proposed increase in Ending Reserves. Ms. Wilson explained Beginning Reserves had been revised to reflect the audited amounts. The large carryover in S&DS was the result of increased funding and decreased expenditures (e.g., travel). Discussing the proposed changes to Personal Services, Ms. Wilson detailed the change in Full Time Equivalent (FTE): 31 FTE were in S&DS, 1.0 FTE in Government Services, 1.0 FTE in Indirect (for Human Resources staff), and .25 FTE to staff a contract with Eugene/Springfield Fire Service. She described the difficulty they are having in recruitment and retention of staff. Ms. Wilson then reviewed the budget and FTE trends from FY19 to FY22. Under Materials and Services, Ms. Wilson explained the majority of the increase was transportation contract services (e.g., the Safe Routes to School program), added expenses for pandemic-related mandates, emergency meals/supplies, legal aid, stipends and respite, and temporary staffing. Ms. Wilson also discussed changes in Services by Others, Interfund Transfers, and Capital Outlays.

Ms. Wilson underscored the importance of budgeting conservatively, including the higher reserves in case the State asked for some of the money allocated to S&DS be returned (aka a “claw back”) and the increased Capital contingency account for the Park Place building. She discussed ending reserves, differentiating between those which were dedicated to a specific purpose and the contingency funds. The amount of the operational contingency account was set by a formula adopted by the LCOG Board.

When Mr. Eyster asked if the increase in FTE was temporary or ongoing, Ms. Wilson responded only the General Fund increase was temporary.

Commissioner Buch opened the public hearing at 7:00 p.m. When no one wished to present testimony, she closed the public hearing at 7:01 p.m.

Steve Recca moved to adopt the FY 22 Revised Budget. Randy Groves seconded. Chair Buch asked if there were any objections to the motion. Hearing none, Chair Buch stated the motion passed

unanimously.

7. In-home Services Contractor(s)

Ms. Wilson described Oregon Project Independence (OPI) and a pilot for a similar program for adults with Developmental Disabilities (DD). In the past, NorthWest Senior & Disability Services (NWSDS) was the lead agency in an In-Home Services Consortium, comprised of LCOG S&DS, NWSDS, and Oregon Cascades West Council of Governments (OCWCOG). Each consortium agency decided to release their own In-Home Services Request for Proposal (RFP) for the fiscal year 2023 in order to increase the pool of in-home care agencies. S&DS staff also wanted a local provider whose served the rural parts of Lane County. Ms. Wilson described the RFP selection process and the Procurement and Monitoring Committee's recommendation to award a contract to both New Horizons In-Home Care Solutions and Addus HealthCare Inc.

Rich Cunningham moved to approve the awarding of a contract to both New Horizons In-Home Care Solutions and Addus HealthCare Inc. for the In-Home Services Contract for the provision OPI and Older American Act (OAA) in-home services for FY2023. Ms. Durst-Higgins provided the second. Chair Buch asked if there were any objections to the motion. Hearing none, Chair Buch stated the motion passed unanimously.

Mr. Light left the meeting at 7:28 p.m.

8. Low-Income Home Energy Assistance Program (LIHEAP): Provide Direction

Ms. Wilson explained the LIHEAP program was to assist qualifying households pay their electric utility costs. There was a new program being piloted to help with water utility costs. She said they received funding from Lane County for the program, but the amount allowed for administrative costs was insufficient. As a result, S&DS was using Medicaid funds to pay staff which was not appropriate. Ms. Wilson asked the Board to direct them on how best to proceed. She introduced Emily Farrell, S&DS Division Director. Ms. Wilson announced Ms. Farrell had taken a position with another agency and Stephanie Sheelar had been appointed Acting S&DS Director.

Ms. Farrell thanked the Board for their support of S&DS. She provided more details: 85% of the funds had to go directly to the consumers; prior to the pandemic, the program only operated in the winter so the impact was smaller; the problem will be exasperated by adding the water utility program; they have been using Medicaid funds to backfill the administrative costs (\$22,500 in FY21).

Commissioner Buch declared a potential conflict of interest as the funds came from Lane County. However, she noted the County's role was to pass through funds from the Oregon Housing Authority and it was they who set the administrative rules.

Mr. Cunningham and Commissioner Buch described other agencies in the area who helped people complete the LIHEAP applications.

Mr. Eyster and Mr. James strongly supported staff to continue helping S&DS clients access the LIHEAP. When Mr. James wondered if volunteers could be trained to help with the applications in lieu of staff, Ms. Wilson opined the allowable 15% might be sufficient to cover staff costs to oversee volunteers.

Ms. Wilson asked if S&DS should agree to help with the water utility assistance program. She anticipated the amount needing to be subsidized would be similar.

Commissioner Buch recommended addressing the LIHEAP gap before adding another program. She suggested the Board needed more information on the pilot program and asked if the two processes might be aligned so that it didn't require twice the staff time. Randy Groves concurred they didn't have sufficient information to make a decision at the meeting.

9. Coronavirus Response and Relief Supplemental Appropriations Act (CRRSAA)

Ms. Wilson described the CRRSAA which provided federal funds for relief from the pandemic. She distinguished Councils of Governments' role as Metropolitan Policy Organizations and LCOG's role in supporting agencies throughout the County. Ms. Wilson said the Oregon Department of Transportation (ODOT) had offered to trade state funds for CRRSAA funds so the MPC could use the money for other purposes than transportation. The MPC had decided to do so, and the proposal before the LCOG Board was to develop a regional broadband strategy. Ms. Wilson referred Board members to the agenda packet, which included the budget and timeline.

Mr. James supported the proposal, noting it positioned the County well for federal grant dollars soon available for expansion of broadband networks. He made a motion to support the proposal and process as outlined in the agenda packet memo. Rob Ward provided the second. Chair Buch asked if there were any objections to the motion. Hearing none, Chair Buch stated the motion passed unanimously.

Ms. Wilson added LCOG staff had drafted the RFP and hoped to release it May 12, 2022.

INFORMATION ITEM

11. Quarterly Financials

Ms. Wilson said the financial "snapshot in time" was informational only.

REPORTS

a. Executive Committee Report

Ms. Wilson referred to the report in the agenda packet. She explained the Executive Committee had decided to use the same process as in 2021 to conduct her annual performance evaluation.

b. Advisory Council Reports

Ms. Wilson highlighted Councilor Groves was elected 2022 Metropolitan Planning Organization Chair.

WRAP UP

10. Roundtable, call for future agenda items, emerging issues

Mr. Eyster requested LCOG staff reach out to staff with Springfield Schools, LCC, or Springfield City Council to learn ways to improve the hybrid meeting display.

Ms. Wilson shared Mr. Cunningham had offered to host the June meeting at the Bethel School District.

Ms. Buch adjourned the meeting at 8:02 p.m.



**Agenda Item Number
7 b.
Appointments to the Senior Services Advisory
Committee**

Date: June 23, 2022

Presenter: Brenda Wilson

Action Recommended: Appoint Members

Background:

The Bylaws of the Senior Services Advisory Council allow for no fewer than fifteen and no more than twenty-three members. A minimum of 50 percent of members are required to be age 60 or older. The Council shall also strive to have 25% rural representation. There are currently 13 returning Council members, of whom 8 are ages 60 or older and 4 are from a rural area.

The Senior Services Advisory Council (SSAC) operates on a July 1 – June 30 yearly cycle. New member recruitment typically occurs in late spring and early summer. Annual recruitment efforts took place during the month of April and three applicants are recommended for membership. SSAC considered the input of its Nominating Committee on May 17, 2022. On June 14, 2022, the LCOG Executive Committee unanimously supported recommending appointment of these three candidates.

Recommendation:

The SSAC recommends LCOG appoint the following individuals three members of the Council for three year terms. These additions will increase membership to 16 full members, of which ten are age 60 or older and 4 that reside in rural areas.

1. Tonya Spears, in her 70s: Tonya has lived and worked in Lane County for 50 years. She has been involved with persons living with Alzheimer's for 25 years. She has been a caregiver to her family for many years and is committed to ensuring everyone is able to self-determine their lives and pursue their own desires. She currently lives in Eugene. She has spent her whole life advocating and wants to continue to advocate for seniors.

2. Daniel Reti, in his 30s: Daniel has experience as a director of social services in hospice, a director of a memory care floor in an assisted living facility, and working directly in local governments to advocate for health needs of people experiencing homelessness, many of them seniors. He currently works at PeaceHealth, as an Advance Care Planning Program Coordinator. Having experience with multifaceted public programs he can lend his skills he has acquired, and his data driven approach to assist the council and focus on practical and measurable solutions, focusing on access to services for all older adults, regardless of location, housing status or race.

3. Joan Meekins, in her 60s: Joan is semi-retired current caregiver who lives and works in Eugene. She started understanding the importance of caregiving when her mother was not well enough to care for herself and she stepped in. She has learned firsthand the various challenges of caregiving – managing medications, doctors, relationships with providers and truly sees the different variables of getting older and what one goes through mentally. She wants to involve herself in something that makes a difference. Her goal is to help inform the public of the services available to seniors and ensuring access is available for anyone.

Proposed Action: Appoint these three applicants to the SSAC.



**Agenda Item Number
9 a.
Report of the Executive Committee**

Date: June 23, 2022

Presenter: Brenda Wilson

Action Recommended: None. Information Only

June 14, 2022 MEETING NOTES:

Members present remotely were: Board Chair Heather Buch, Vice-Chair, Sonya Carlson, Randy Groves, Sherry Duerst-Higgins, Greg James, Jonathan Light, and Robert Ward; LCOG Executive Director Brenda Wilson and Josh Burstein, LCOG Human Services Division Director.

Executive Session

1. **Executive Director's Annual Evaluation.** The Committee went into Executive Session to receive the results of the surveys conducted by HR Manager Josh Burstein.

Policy / Action Items:

2. **Executive Director's Evaluation.** After coming out of the Executive Session, HR Manager Josh Burstein summarized the process: Survey of management staff, survey of Board members, and a self-evaluation. The Committee discussed extending the current contract (which is in year two of a two-year contract) to June 30, 2025. Rob Ward Motioned to accept the evaluation. Greg James amended the motion to extend the current contract for two years to make it a three-year contract. Greg also wanted to note that he felt Brenda's performance was not satisfactory, but superior and wanted to action to reflect that. Robert Ward agreed and changed the motion to accept the evaluation as excellent. The vote was unanimous.

Jonathan Light wanted to make sure the issue of a rolling contract, a salary survey, and compensation would be brought back to the Committee. Committee members discussed the need to be sure the Executive Director of LCOG was compensated adequately. Sonya Carlson noted the Board wants to be fair to the Executive Director. Randy Groves stated that the budget should not be balanced on the back of a person and compensation is the cost of doing business. Compensation needs to be competitive and comparable, especially given the size and sophistication of LCOG. And that this is important for the health of the organization. Jonathan agreed and stated we needed to plan for the future. Brenda noted the item would be brought back to the Committee in September.

3. **Auditor Selection.** Brenda explained LCOG's Board policy of going out for an RFP every five years for an auditor for transparency and accountability. On February 18, 2022, LCOG issued an RFP seeking proposals for audit services. The RFP closed on March 31, 2017. We received only one proposal: Isler, LCOG's current audit firm. The Audit Committee, consisting of Board Members Sonya Carlson, Greg James, and Steve Recca, met on May 17, 2022, to interview Isler and consider their response. Board Member Greg James, chair of the Audit Committee, explained the due diligence process and the scoring process and noted the Audit Committee recommended the Executive Committee select Isler as LCOG's Audit Firm for the next five years. Greg James motioned, and Jonathan Light seconded to select Isler as LCOG auditor. The vote was unanimous.
4. **Proposed FY23 Budget.** Brenda presented a PowerPoint presentation on the proposed budget. Chair Heather Buch asked for clarification on the proposed FTE and Brenda explained the S&DS proposed FTE was included in the overall 300.74 FTE. Sonya Carlson motioned and Randy Groves seconded to accept the budget and recommend the Board approve. Unanimously approved.
5. **Appointment of SSAC Members.** Brenda referred to the memo and noted the Bylaws of the Senior Services Advisory Council allow for no fewer than fifteen and no more than twenty-three members. A minimum of 50 percent of members are required to be age 60 or older. The appointment of the three new members recommended by the SSAC Nominating Committee would increase membership to sixteen full members, of which ten are age 60 or older and four that reside in rural areas. Unanimously approved.

Standing Items:

6. **June Board Agenda.** Brenda noted the SEIU Collective Bargaining Agreement had been approved by the union and would be added to the agenda for ratification.



Agenda Item Number 9 b. Advisory Council Reports

Date: June 23, 2022

Presenter: Brenda Wilson

Action Recommended: None. Information Only

Metropolitan Policy Committee (MPC)

May 5, 2022

- Held public hearing and adopted Addendum to MPO Unified Planning Work Program (UPWP).
- Approved the Regional Primary Funding Considerations to direct the MPO's selection process for projects using discretionary federal funds that would be received through 2027.
- Approved the allocation of funding from the Coronavirus Response and Relief Supplemental Appropriation Act (CRRSAA) funds provided to the MPO.
- Heard an overview of the Safe Routes to School (SRTS) 2021-2025 Strategic Plan.
- Adopted the MovingAhead Locally Preferred Alternative, a project that reflected collaboration between the City of Eugene and Lane Transit District (LTD) to determine the types of investments to make on five of the most important transportation corridors over the next 10 years.

Lane Economic Committee (LEC)

May 9, 2022

- Discussed the RFP for the Regional Broadband Strategy.
- Received a presentation from Ms. Desch, the Business and Talent Engagement Director at Onward Eugene, on Onward Eugene. Onward Eugene was an idea conceived in 2016 based on pushing the regional economy. The organization

helps businesses with business recovery & expansion, entrepreneurship & innovation, talent & leadership development, and regional marketing & recruitment.

- Continued discussion of the role of the LEC and how to implement the Comprehensive Economic Development Strategy (CEDs).

Senior & Disability Services – Disability Services Advisory Council (DSAC)

May 20, 2022

- Heard report that there were 147 people on Oregon Project Independence (OPI) 60+ and 43 people on OPI Pilot. ADRC received 1,600 calls in March and 1,439 calls in April. The Oregon Money Management program has served 150 consumers to date. Oregon Legal Services has served 666 consumers for a collective 3,723 hours to date. The Family Caregiver Respite program has provided 3,723 traditional respite hours fiscal year to date.
- Heard a report on the results of the Oregon Department of Human Services, Community Services and Supports Unit Monitoring of Senior & Disability Services Programs – Oregon Project Independence (OPI), Family Caregiver, and the Aging and Disability Resource Connection (ADRC). S&DS meets Oregon’s program standards.

Senior & Disability Services – Senior Services Advisory Council (SSAC)

May 20, 2022

- Discussed the Lane County Legal Aid/Oregon Law Center contract which provides civil legal services to Lane County residents, age 60 or older. Lane County Legal Aid is funded through Title III-B funds which makes it so most of their services are free to the community. In FY21, Lane County Legal Aid served 837 people with 3,193 attorney and volunteer hours. Lane County Legal Aid had requested a rate change from \$23.30/hour to \$27.58/hour for FY23. The Council recommended continuation of the contract with an hourly rate increase to \$25.44 that will allow up to 3,419 hours of service with a budget of \$87,000.
- Discussed the FOOD for Lane County (FFLC) contract regarding the provision of Title XIX, Oregon Project Independence (OPI), and OPI Pilot meals to consumers within the Eugene Service Area. In FY21, FFLC served over 88,000 meals through Meals on Wheels in Eugene. In FY18 a Volume Based Variable Rate scale was adopted with hot and frozen meals calculated separately. The FY23 per unit meal rate scale was calculated on the following anticipated service levels: hot meals 72,000 and frozen meals 36,00 for a total of 108,000 meals. Based on the meal rate scale, hot meals cost \$6.03/per meal (\$0.34 Eugene

kitchen fee included) for a total of \$434,160 in FY23, frozen meals cost \$5.38/per meal (\$0.19 Salem kitchen fee included) for a total of \$193,680; the total for FY23 would be \$627,840. The Council recommended the continuation of the contract for FY23 at the rates listed and for FFLC to use the volume-based rate scales as noted above for FY23.

- Senior Meals - MOW/Café 60. 45,356 meals have been served at Café 60 locations and Meals on Wheels has served 145,592 meals this fiscal year.
- Nominating Committee interviewed three applicants for the SSAC. The Committee met with the SSAC to identify which candidates to move forward. All three applicants were recommended for membership.

Senior & Disability Services – Procurement and Monitoring Committee
May 17, 2022

- Committee reviewed and discussed the FY23 contract rate proposals for FOOD for Lane County, Lane County Legal Aid/Oregon Law Center, In-Home Services provided by Addus HealthCare and New Horizons In-Home Care.