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HOMES FOR GOOD HOUSING AGENCY
BOARD OF COMMISSIONERS MEETING
FRIDAY, NOVEMBER 18TH, 2022

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AGENDA

Homes for Good Housing Agency

BOARD OF COMMISSIONERS

Location of the meeting:

Zoom



This meeting will be conducted virtually with the option to join via public video call and conference line (see details below).

Wednesday, November 16th, 2022, at 9:00 a.m.

The November 16th, 2022, Homes for Good Board of Commissioners meeting will be held virtually and be available via a public video call with dial-in capacity. The public has the option to participate in person or by joining via video call or conference line.

Join Zoom Meeting:

<https://us02web.zoom.us/j/88069630164>

1. PUBLIC COMMENTS

(Maximum time 20 minutes: Speakers will be taken in the order in which they sign up and will be limited to 3-minutes per public comments. If the number wishing to testify exceeds 10 speakers, then additional speakers may be allowed if the chair determines that time permits or may be taken at a later time.)

2. COMMISSIONERS' RESPONSE TO PUBLIC COMMENTS AND/OR OTHER ISSUES AND REMONSTRANCE (2 min. limit per commissioner)

3. ADJUSTMENTS TO THE AGENDA

4. COMMISSIONERS' BUSINESS

5. EMERGENCY BUSINESS

6. EXECUTIVE SESSION

The Homes for Good Board of Commissioners will hold an executive session pursuant to ORS 192.660(d), "To conduct deliberations with persons designated by the governing body to carry on labor negotiations."

8. ORDER 22-18-11-01H In the Matter of Adopting and Ratifying the Collective Bargaining Agreement with AFSCME Local 3267 and Approving Changes to Wages, Benefits and Other Provisions (Bailey McEuen, Human Resources Director) (Estimated time 15 minutes)

13. OTHER BUSINESS

Adjourn.



BOARD OF COMMISSIONERS AGENDA ITEM

BOARD MEETING DATE: 11/18/2022

AGENDA TITLE: In the Matter of Adopting and Ratifying the Collective Bargaining Agreement with AFSCME Local 3267 and Approving Changes to Wages, Benefits and Other Provisions

DEPARTMENT: Human Resources

CONTACT : Bailey McEuen

EXT: 2520

PRESENTER: Bailey McEuen

EXT: 2520

ESTIMATED TIME : 15 minutes

- ORDER/RESOLUTION**
- PUBLIC HEARING/ORDINANCE**
- DISCUSSION OR PRESENTATION (NO ACTION)**
- APPOINTMENTS**
- REPORT**
- PUBLIC COMMENT ANTICIPATED**

Approval Signature

EXECUTIVE DIRECTOR:

A handwritten signature in black ink, appearing to be "JH", is written over the line for the Executive Director.

DATE: 11.15.2022

LEGAL STAFF :

DATE:

MANAGEMENT STAFF:

DATE:



HOMES FOR GOOD MEMORANDUM

TO: Homes for Good Board of Commissioners

**FROM: Bailey McEuen, Human Resources Director
Jacob Fox, Executive Director**

AGENDA ITEM TITLE: Collective Bargaining Agreement Ratification

AGENDA DATE: November 18, 2022

A. Background of Agency & Union Partnership

Homes for Good and American Federation of State, County & Municipal Employees (AFSCME) Local 3267 are proud of the partnership we have created and fostered to provide Agency staff with a productive and positive workplace where all employees can thrive. Homes for Good believes that our employees are our most valuable assets. We also recognized that our past and our future are deeply connected to organized labor. To that end, continuing to grow and foster the relationship with our Local is imperative to achieving our organizational goals.

Working with our union throughout the bargaining process has allowed Homes for Good to align our shared goals and values, and to put them into practice by creating a collective bargaining agreement (CBA) that provides our represented team members with competitive pay and benefits, and workplace practices that foster a culture that prioritizes diversity, equity, inclusion and belonging.

The Homes for Good bargaining team requests that the Board of Commissioners approve Board Order 22-18-11-01H, ratifying the CBA between Homes for Good and AFSCME Local 3267, expiring on September 30, 2025.

B. Bargaining a New Contract

AFSCME notified Homes for Good on May 6, 2022, of their intent to open the CBA and negotiate a new contract. Both parties met on May 24, 2022, to establish ground rules and schedule subsequent bargaining sessions.

Homes for Good chose the following individuals to represent the Agency during negotiations:

- Bailey McEuen, Human Resources Director
- Jasmine Leary, Executive Support Coordinator
- Travis Baker, Property Management Supervisor

AFSCME's bargaining teams was comprised of the following individuals:

- Monica Bielski-Boris, AFSCME Council 75 Representative
- Rebecca Murphy-Lyons, Programs & Grants Coordinator, Union President
- Teresa Hashagen, Contract Administrator, Union Vice President
- Don Bucholtz, Housing Specialist, alternate bargaining team member

Teams bargained for approximately 21 weeks, coming to a final tentative agreement on the 11th and last session, held on November 7, 2022.

C. Summary of Non-Monetary Changes

Some key non-financial changes to the CBA are highlighted below:

Article 2.1 TERM OF AGREEMENT

Locks in 3-year agreement – contract expires September 30, 2025.

Article 3.16 EQUITY STRATEGY TEAM

Adds current Equity Strategy Team MOU in the contract.

Article 6 HOLIDAYS

Provides options for alternative holidays.

Article 11 WORK SCHEDULE

Provides additional flexibilities around flex time.

Appendix II BUMPING

Updates bumping rights classifications by job groups, better aligning job functions.

D. Summary of Monetary Changes

Article 3.1 – 3.6 WAGES & SALARIES

Provides a 7% cost of living adjustment (COLA) upon ratification and market adjustments for certain classifications, and variable COLAs in subsequent years based on the Consumer Price Index (CPI)-U Western Region for September, with a minimum of 2.5% and maximum of 5.5%. Provides one-time \$500 bonus to bargaining unit employees, prorated base on FTE.

The Union's initial wage proposal came in at an 8.5% COLA effective October 1, 2022 and 6.5% COLAs on October 1st 2023 and 2024. Homes for Good presented a counter proposal based on a compensation study. Both parties continued to negotiate, using actual market data from the compensation study until coming to a tentative agreement. Homes for Good recognizes the impact that inflation has had on our represented staff and their families and is happy with the tentative agreement.

Throughout the negotiation process, keeping annual COLAs tied to the CPI-U for the Western Region was a priority for Homes for Good's bargaining team, as it's the most accurate indicator of regional inflation.

This financial package will allow Homes for Good to remain a competitive employer in Lane County and will enable us to attract and retain highly skilled and engaged employees. It also provides our current workforce with a wage adjustment, ensuring that the needs of our employees are met despite cost-of-living fluctuations.

Article 3.7 ON-CALL PAY

Changes the methodology used for calculating on-call pay from 14 hours per week to 1 hour paid for every 8 hours on call. Provides lower maintenance classifications out-of-class pay while working on-call.

Article 3.14 LONGEVITY PAY

Changes longevity pay premium. Employee must be at the final step for three years and must meet a mandatory continuous service requirement. 2.5% premium at 15 years, 2.5% at 20 years, 2.5% + 40 hours of compensatory time at 25 years.

Article 4.6 WELLNESS BENEFIT

Increases annual wellness benefit from \$125 to \$250 annually.

Article 4.7 SAFE FOOTWEAR REIMBURSEMENT

Provides \$200 annual reimbursement for footwear for classifications exposed to risks related to foot and ankle injuries.

Article 5.1 TYPES OF INSURANCE

Increases monetary incentive to waive health plan for other coverage, providing a significant cost savings.

Article 7.13 SUPPELEMENTAL SICK LEAV BENFITS (removal for Paid Leave Oregon)

Removes Supplemental Sick Leave (short-term disability) pay in preparation for Paid Leave Oregon.

Article 8.8 BEREAVEMENT LEAVE

Extends bereavement leave adding additional days for immediate family members. Includes "in loco parentis" and adds benefit for pregnancy loss.

Article 8.14 OREGON PAID FAMILY & MEDICAL LEAVE

Commits to pay employee tax to fund Paid Leave Oregon PLO as a benefit. PLO requires a 1% payroll tax. Employers must pay 40% of total tax, employees typically pay 60%, but can pay the employee share as a benefit.

E. Financial Analysis

The total estimated cost of Union Labor wage increase for FY 2023 will be \$400,100 from current salaries. This figure includes bargaining unit cash compensation, employer payroll taxes, employer-paid retirement contributions and a one-time bonus of \$500 per union employee.

Subsequent increases will depend on the CPI-U Western Region published for the month of September for FY 2024 and 2025. For analysis purposes and estimates presented here we have assumed a 5.50% annual COLA. The estimated costs FY 2024 and 2025 are \$362,500 and \$372,300. These figures include bargaining unit cash compensation, employer payroll taxes and employer-paid retirement contributions. The total estimated cost of this proposal is \$1,134,900.

When planning for how Homes for Good will finance the proposed wage increase, we considered the divisional cash flows and whether those cash flows could support the financial impact of this proposal. The 2023 budget anticipated, conservatively, a 7.5% increase across all salaries of the Agency and the proposal for 2023 being proposed is less than was budgeted for FY 2023. In addition, FY 2023 is estimated only the 10-month period remaining for this proposal and the changes are not retroactive to the beginning to the fiscal year.

The Rent Assistance and Supportive Housing Divisions have limited reserves to pay for the increases contained in this proposal for FY 2024 and 2025. While these reserves are adequate to support these increases for the duration of this agreement funding operating costs out of reserves is not a long term financially viable strategy. We considered levels of expected future funding by HUD and it is reasonable to expect some increases to funding provided by HUD, however, we can't assume that HUD's funding will increase in amounts that could sustain the wage increases contemplated in this agreement. We also would mention that this proposal considers wages and does not consider future costs to fringe benefits, most notably health insurance rates and the costs associated with insuring employees.

The Agency's real estate development activities are expected to continue to generate developer

fees. Developer fees are a source of unrestricted funds that may be used pay for that division's increases under this proposal and those resources will be used to cover the additional wage expenses contemplated in this proposal. However, the predictability of these fees can be disrupted by numerous factors including whether project proposals to state and local governments are successful. Historically and in the current fiscal year a significant portion of the fee revenue earned by real estate development activities are needed to help fund programs and operations that presently do not have the ability to fully pay for themselves such as the Central Office Cost Center and certain grants that require an annual match.

At present, the budgets across the agency presently reflect thin to no operating margins except for the Real Estate Development Division. If the Real Estate Development Division does not generate adequate developer fees funding the costs under a status quo budget for FY 2024 and 2025 may require us to reassess Agency staffing levels. The positive news is that we are not a status quo organization and Homes for Good staff members across the organization are working to improve our organizational systems to achieve greater efficiencies. One strategy is migrating to a new software. Our current housing software and payroll system requires redundant data entry particularly for our Accounting/Finance Division. In the next 18 months we will be migrating to a new software system. In the demonstrations that we are currently receiving from software vendors we know that the redundant data entry will be eliminated by the new software that we select. Another strategy is that our recent HUD designation as a Moving to Work organization will allow us to deeply streamline current HUD regulatory requirements. For illustrative purposes only, we estimate the cost of one FTE for the fiscal years in this proposal to be on average \$100,000 annually. If the Agency implements the efficiencies as highlighted earlier in this paragraph, we would have the ability to strategically reduce staffing levels by 3-4 FTE in both fiscal years as a way to offset labor cost growth over the term of this contract and beyond.

While we need to be prepared for the possibility of strategic staffing reductions, we believe in our ability to be entrepreneurial and nimble as it relates real estate development and new programmatic opportunities. We are negotiating a \$4,000,000 pre-development loan fund from Pacific Source that will minimize the amount of organizational funds that we will have to use for real estate development activities. While this pre-development loan fund as a standalone financial asset doesn't create new organizational revenue it does remove volatility from a cash management standpoint and it allows us the opportunity to create a more robust real estate development pipeline with the correlating possibility of more robust developer fee earnings. In addition, we have \$5.9mm in proceeds, with another \$3mm to \$4mm anticipated, from the sale of the scattered site homes and duplexes, which could be invested in a manner that would produce additional unrestricted revenue in the next few years and beyond.

F. Attachments

Final tentative agreement package

TENTATIVE AGREEMENTS



List of Articles

1.3F Working Days

2.1 Term of Agreement

3.1 – 3.6 Wages & Salaries

3.5(a) Overtime

3.7 On-Call Pay

3.14 Longevity Pay

3.16 Equity Strategy Team

4.6 Wellness Benefit

4.7 Safe Footwear Reimbursement

5.1 Types of Insurance

5.2 Retirement Plan

6 Holidays

8.8 Bereavement Leave

8.15 Worker's Compensation Leave

10 Labor Management Committee

11 Work Schedule

Appendix I Excluded Employees

Appendix II Bumping

Appendix III FLSA Exempt Classifications

Appendix VI Wages for Less than a Pay Period

TAs related to Paid Leave Oregon

- 7.13 Supplemental Sick Leave (removed for Paid Leave Oregon)
- 8.14 Oregon Paid Family & Medical Leave
- Appendix V Supplemental Sick Leave Benefits



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Article 1.3f WORKING DAYS

A working day shall generally be defined as Monday through Friday excluding holidays recognized in Article 6.1 and exceptions made by Article 3.65(a)(4) regarding employees choosing to work on a weekend or holiday.

It is agreed that for employees assigned to Agency managed Permanent Supportive Housing (PSH) sites, like the Bridges on Broadway site, the definition of "working days" outlined above will be expanded to include Saturdays and Sundays. The Agency agrees to notify the Union upon posting when recruiting for positions that will work weekends.

Please sign below to confirm tentative agreement of the above.


Monica Bielski Boris (Jun 30, 2022 11:34 PDT)


Bailey McEuen (Jun 30, 2022 11:36 PDT)



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Article 2.1 Term of Agreement

Other than as stated in this contract, this Agreement shall be effective on October 1, ~~2019~~ **2022** or upon ratification, whichever occurs later, and shall continue in effect until and including September 30, ~~2022~~ **2025**, and thereafter shall continue in effect from year-to-year, unless one party gives notice in writing to the other party of its desire to terminate, or modify the Agreement on or before June 15, ~~2022~~ **2025**.

Please sign below confirming tentative agreement of the above.

Handwritten signature of Monica Bielski Boris in black ink.

Monica Bielski Boris (Nov 7, 2022 15:51 PST)

Handwritten signature of Bailey McEuen in black ink.

Bailey McEuen (Nov 7, 2022 15:54 PST)



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HFG Counterproposal – Article 3.1 – 3.6 WAGES – 10.21.2022

3.1 Rate of Pay. Upon ratification, all employees in the bargaining unit shall receive a ~~6.5%~~ **7%** cost of living adjustment (in accordance with Schedule A).

The following classifications will be adjusted to the level of FSS Coordinator & Resident Services Specialist:

- Housing Specialist
- Assistant Property Manager
- Housing Inspector

Maintenance Mechanics shall receive an additional 1% market adjustment.

Employees receiving a longevity differential at the time of ratification will be moved to step 7.

Employees in the bargaining unit will be paid a one-time \$500 bonus in the pay period immediately following ratification. Bonuses will be prorated for part time employees based on full time equivalent.

3.2 Temporary employees. Temporary employees covered by this bargaining agreement shall be paid within the rates outlined in Schedule A.

3.3 Wage Adjustments. Effective October 1, 2023, the Agency will increase the rate of pay on Schedule A for all bargaining unit employees by a percentage equal to the annual change in the US CPI-U (West Region) Index, September to September, with a minimum of ~~one~~ **two** and one-half percent (~~1.5~~**2.5**%) and a maximum of five and-half percent (5.5%).

Effective October 1, 2024, the Agency will increase the rate of pay on Schedule A for all bargaining unit employees by a percentage equal to the annual change in the US CPI-U (West Region) Index, September to September, with a minimum of ~~one~~ **two** and one-half percent (~~1.5~~**2.5**%) and a maximum of five and-half percent (5.5%).

If changes to any combination of the following three variables for any year during this Agreement - Section 8 administrative fee methodology, Section 8 administrative fee proration, or the Public Housing operating subsidy proration - results in a ~~revenue~~ **revenue** reduction of 5.0% or **greater** to the sum of the previous calendar year actual revenues from Section 8 administrative fees or Public Housing operation subsidy, then either party may elect to open the contract to renegotiate wages and benefits. The Agency will contact the Union within a reasonable amount of time once the Agency becomes aware of the changes mentioned above.

~~3.4 Rates for Less Than a Pay Period. In computing the wages for personnel working less than the full pay period, the amount paid shall be prorated to the full time rate on the basis of the actual hours or days worked. The employee's hourly rate shall be determined by dividing their monthly salary by the average amount of time available for the work in any given month, one hundred seventy three and thirty three hundredths (173.33 hours).~~

3.5 Overtime.

a. Rate

Non-Exempt - Overtime worked shall be compensated at the rate of time and one-half (1 ½ times) the employee's regular hourly rate of pay for work under any of the following conditions:

Exempt - Overtime worked shall be compensated at the rate of one (1) hour of compensatory time off for one (1) hour of **required** overtime worked under any of the following conditions:

1. All work performed in excess of eight (8) hours in any workday, unless an employee is working an alternative work schedule as specified in Article 11, WORK SCHEDULE, Section 11.7 Alternate Work Schedule;
 2. All work performed in excess of forty (40) hours per week;
 3. All work performed before or after any scheduled work shift, except as provided to the contrary in this agreement;
 4. All work performed on a Saturday, Sunday or holidays. However, at the employee's written request, a work schedule may be approved by the Agency that would allow the employee to work on Saturday, Sunday or a Holiday. It is understood that such work schedule would not violate the provisions of the Articles on work schedule and outside employment of this contract, other than allowing the employee to adjust their schedule with prior approval from the Agency to allow work on Saturday or Sunday. It is also understood that the Agency, by allowing such a schedule, would not incur any overtime liability for such work unless total hours for the working week exceed forty (40).
 5. Eligibility for overtime compensation for hours worked in excess of eight (8) hours in a day may be waived if mutually agreed to, where the eight (8) hours are exceeded in one (1) workday and equivalent amount of time is being taken off within the same work week. If an employee or a supervisor requests that time be flexed, the other party has the right to refuse.
- b. Overtime Calculation. Overtime shall be calculated to the nearest one-quarter (1/4) hour worked.
- c. Overtime Authorization. All compensated overtime must be authorized

in writing by the immediate supervisor before being worked. In the case of emergencies, oral authorization shall suffice.

- d. Qualification. Employees must be qualified to perform the work in which overtime is offered.
- e. Voluntary. Overtime work shall be voluntary, except in cases where the public safety or health may be jeopardized or when there is a critical business need.
- f. Compensatory Time. Employees may receive, upon request, and with Agency approval, compensatory time off in lieu of overtime at the overtime rate, up to a maximum of eighty (80) hours.

3.2. Call Back.

- a. An employee who is called back to work prior to the next scheduled shift shall be guaranteed a minimum of two-and-two-thirds (2.67) hours pay at the overtime rate with the exception of Site Maintenance Specialists.
- b. An employee who reports for work as scheduled and upon reporting finds no work available shall be guaranteed a minimum of four (4) hours pay at the applicable straight or overtime rate, provided that such lack of work is not due to circumstances beyond the control of the Agency.

It is understood that the provisions of this section are applicable only to the extent that such employees accept any work available.

Please sign below to confirm tentative agreement of the above.



Monica Bielski Boris (Nov 7, 2022 15:50 PST)



Bailey McEuen (Nov 7, 2022 15:54 PST)



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Article 3.5(a)4 OVERTIME

All work performed on a Saturday, Sunday or holidays. However, at the employee's written request, a work schedule may be approved by the Agency that would allow the employee to work on Saturday, Sunday or a Holiday. It is understood that such work schedule would not violate the provisions of the Articles on work schedule and outside employment of this contract, other than allowing the employee to adjust their schedule with prior approval from the Agency to allow work on Saturday or Sunday. It is also understood that the Agency, by allowing such a schedule, would not incur any overtime liability for such work unless total hours for the working week exceed forty (40).

It's understood that for employees assigned to Agency managed Permanent Supportive Housing (PSH) sites, overtime compensation will not be due for work performed on Saturdays and Sundays, with the exception of situations outlined in article 3.5(a) 1-3 above.

Please sign below to confirm tentative agreement of the above.



Monica Bielski Boris (Jun 30, 2022 11:45 PDT)



Bailey McEuen (Jun 30, 2022 11:47 PDT)



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Homes for Good Counter Proposal

Article 3.7 On-Call Pay

Proposed September 22, 2022

Employees who are required to be on-call during off-duty hours will be compensated at the rate of one (1) hour of pay per every eight (8) hours on-call. Employees who are on-call for less than eight (8) hours shall be paid a prorated amount. Employees called to work will be compensated for time worked as provided in Article 3.6. To qualify for on-call pay, the employee is required to be available for contact by phone and be available to work. Employees who have been absent from work due to illness or injury are not considered available to be on-call. Employees will have the choice of taking home an Agency vehicle or reporting in to pick up a vehicle when called out. Employee will be compensated from their time they **begin working in** the Agency's vehicle.

Site Maintenance Specialists and Maintenance Workers will be paid out-of-class in the Maintenance Mechanic classification for call back time spend responding to after-hours work orders and for the one (1) hour of pay every eight (8) hours referenced above for time spent assigned to be on-call. For the purposes of on-call pay, the Agency will not be subject to Working-Out-Of-Class notifications, as outlined in Article 3.10(b).

Please sign below to confirm tentative agreement of the above.

Handwritten signature of Monica Bielski Boris in black ink.

Monica Bielski Boris (Sep 23, 2022 15:49 PDT)

Handwritten signature of Bailey McEuen in black ink.

Bailey McEuen (Sep 23, 2022 15:58 PDT)



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**Homes for Good Counterproposal - Article 3.14 INCENTIVE AWARD PROGRAM
LONGEVITY PAY DIFFERENTIAL**

All bargaining unit employees shall be eligible for an incentive award longevity pay differential when all of the following conditions are met:

- a. The employee's salary has been at the top of the salary range for a minimum of three (3) full years.
- b. The employee receives a better than average satisfactory performance evaluation.
- c. ~~The employee has completed eight (8) years of service with the Agency.~~

Employees who meet the above criteria will receive the following longevity pay:

15 years of continuous service	2.5%
20 years of continuous service	2.5%
25 years of continuous service	2.5% + 40 hours of compensatory time

~~In the first year of eligibility for this award increase, the employee shall receive a salary increase of two percent (2%) of the top of the applicable salary range. When the employee begins their fourth (4th) year of incentive eligibility an additional three percent (3%) shall be added to his/her their salary to make a maximum of five percent (5%). An employee reclassified into a different classification at a pay rate below the top of the new salary range will be eligible for incentive pay according to a., b., and c. above. An employee reclassified with a new salary at or above the top pay step will carry over all time accrued toward incentive pay. An employee reclassified above the top pay step and already receiving incentive pay will continue to receive incentive pay, without interruption, based on the original incentive date. The maximum increase under this program shall be five percent (5%). Each increase under this program shall require a better than average performance evaluation.~~

Approved leaves of absence and/or sabbaticals as outlined in Article 8 are not considered a disruption in continuous service for the purposes of longevity pay.

Please sign below to confirm tentative agreement of the above.

Monica BB
Monica Bielski Boris (Nov 7, 2022 12:18 PST)

Bailey McEuen
Bailey McEuen (Nov 7, 2022 15:48 PST)



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Article 3.16 EQUITY STRATEGY TEAM (NEW)

For the duration of time in which the Agency employs an Equity Strategy Team (EST), bargaining unit members of the EST will receive a 7% pay differential for the duration of their term on the EST.

EST membership will require participating in a selection process determined by the current EST members. Membership will be subject to work performance within the team. The EST will develop and approve a team charter outlining expectations of EST members as well as coaching and exit procedures.

*Please sign below to confirm
tentative agreement of the above*



Monica Bielski Boris (Aug 19, 2022 12:16 PDT)



Bailey McEuen (Aug 19, 2022 12:50 PDT)



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Article 4.3 WELLNESS BENEFIT

1. The Agency agrees to reimburse each bargaining unit employee up to ~~\$125.00~~ **250.00** each for qualifying health and wellness-related expenses.
2. Reimbursement for qualifying expenses is limited to once per calendar year for the duration of this Agreement, not to exceed the ~~\$125.00~~ **250.00** threshold.
3. Employees are required to submit proper documentation of expenses incurred prior to reimbursement.
4. Qualifying activities include, but are not limited to, gym membership, weight loss programs, smoking cessation programs, exercise classes, and other programs designed to reduce the risk of heart disease, cancer, and diabetes. **Homes for Good applies a broad definition of "wellness," with the understanding that the activities must be specifically designed to promote health and wellness, including mental and emotional health and wellness.** Shoes, and clothes-are not covered.
5. The Agency will have the final authority on what activities are qualifying. Denial of expenses is not grievable.
6. In accordance with the Agency's Conflict of Interest Policy, wellness services provided by Agency employees will not qualify for reimbursement.

Please sign below to confirm tentative agreement of the above.



Monica Bielski Boris (Jun 30, 2022 11:45 PDT)



Bailey McEuen (Jun 30, 2022 11:47 PDT)



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Article 4.7 SAFE FOOTWEAR REIMBURSEMENT (NEW)

The Agency will reimburse the following classifications up to \$200 once per calendar year for footwear that supports a safe work environment.


- Janitor
- Landscaper
- Site Maintenance Specialist
- Maintenance Worker
- Maintenance Mechanic
- Energy Auditor
- Capital Projects Staff

Eligible footwear includes boots or sneakers that provide ankle support and at least one safety feature such as slip resistance or puncture resistance. The Agency will have final authority on qualifying footwear. Denial of Safe Footwear Reimbursement is not grievable.

Please sign below to confirm tentative agreement of the above.



Monica Bielski Boris (Jun 30, 2022 11:34 PDT)



Bailey McEuen (Jun 30, 2022 11:36 PDT)



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Article 5.1 TYPES OF INSURANCE

Definitions & Acronyms

HDHP – High Deductible Health Plan, as defined by IRS Publication 969.

HSA – Health Savings Account. Tax exempt trust or custodial account to pay or reimburse certain medical expenses incurred. You must be an eligible individual to qualify for enrollment in the HSA.

HRA – Health Reimbursement Arrangement. Must receive contributions from the employer only. Employees may not contribute. Contributions are not considered taxable income and reimbursements made from an HRA that are used to pay for qualified medical expenses are not taxed.

HMO – Health Maintenance Organization. Insurance plan that provides coverage through a network of physicians, giving member access to certain doctors and hospitals within its network. Coverage is provided only for providers within the HMO network.

Dual Choice – choice given to employees to select between two or more health plan options.

The Agency agrees to cover its eligible and qualified permanent ~~probationary~~ **introductory** and ~~non-probationary~~ **non-introductory** employees with certain insurance protection and related programs at benefit levels, as indicated below. Should the costs of such programs increase during the life of this Agreement, or if new or improved benefits are instituted as a result of legislative action, such cost increases shall be covered by the Agency whenever such charges become effective. The Union agrees to work with the Agency to find alternatives to the health plan to keep premiums increases to a minimum.

- a. Current benefits being provided under this section include:
1. Employee and dependent health insurance.
 2. Employee and dependent dental insurance (including adult orthodontic care).
 3. Employee and dependent vision plan.
 4. Employee accidental death and dismemberment and term life insurance in the amount of twenty-five thousand dollars (\$25,000); or the employee's annual salary (rounded up to the nearest thousand dollars) whichever is greatest, not to exceed fifty thousand dollars (\$50,000).
 5. Employee long-term disability insurance to provide sixty-six-and-two-thirds percent (66-2/3%) of gross income after ninety (90) calendar days of disability, not to

exceed the limits of the plan.

b. Dual Choice

All employees will be enrolled ~~eligible to enroll in a high deductible major medical plan. High deductible health plan (HDHP) or HMO plan. Eligible employees will also be enrolled in a health savings account (HSA). Employees who do not qualify for contributions into a HSA due to their participation in an entitlement health insurance plan, such as Medicare or Tricare, will be enrolled in~~

~~a Health Reimbursement Account (HRA). The Agency agrees to include a portability provision for the HRA.~~

~~c. — For all employees who are eligible to participate in the HSA or HRA, the Agency will pay a portion of the amount of the annual deductible, based on their enrollment as individual or family, into the employee's health savings account as follows:~~

~~1. — During an employee's first year of employment, the Agency will pay an amount equivalent to the annual deductible, prorated based on the employee's date of insurance eligibility.~~

~~2. — For current bargaining unit employees not in their first year of employment, the Agency will pay ninety percent (90%) of the amount of the full annual deductible amount for that calendar year.~~

~~3. — The annual deductible will be paid in monthly installments.~~

~~e. — For employees who have a legally registered domestic partner and who qualify for domestic partner health insurance coverage, the Agency will pay an amount equal to the family deductible into the employee's HSA account, regardless of the domestic partner's eligibility to participate in the HSA plan under current federal regulations.~~

c. Deductible Reimbursement

Employees enrolled in the HDHP plan option will be eligible to be enrolled in a Health Savings Account (HSA). Employees who do not qualify for HSA contributions due to their participation in an entitlement plan such as Medicare, Medicaid or TriCare, or who are covered under another plan that is not a HDHP, can choose between enrollment in a Health Reimbursement Arrangement (HRA) or receive deductible reimbursement in the form of taxable wages. The Agency agrees to include portability provisions for the HRA.

For employees who have enrolled in the HDHP option, the Agency will pay 100% of the annual deductible, based on enrollment as an individual or family, prorated based on the employee's date of insurance eligibility. The annual deductible reimbursement will be paid in monthly installments via HSA contributions, HRA contributions, or taxable wages.

For employees who have a legally registered domestic partner and who qualify for domestic partner health insurance coverage, the Agency will pay an amount equal to the family deductible into the employee's HSA account, regardless of the domestic partner's eligibility to participate in the HSA plan under current federal regulations.

f. Permanent part-time employees are required to pay for a portion of their health and dental insurance premium prorated to their budgeted hours of work (percent of full-time equivalency). For example, if an employee is budgeted at 0.5 FTE, they would be required to pay be fifty percent (50%) of the total cost of insurance premiums. The rate will be based on a tiered rate based on the employee's family status. For purposes of this provision, part-time employees are those working thirty (30) hours or less per week.

Employees who work part-time on a temporary basis of one hundred twenty (120) days or less will not be required to pay a portion of their insurance cost.

g. For the purpose of this Article, dependent means spouse or legally registered domestic partner, and eligible children. An employee whose marriage or registered domestic partnership terminates is required to notify the Agency within thirty (30) calendar days after such change.

h. An employee and/or dependent cannot be covered under the Agency health plan more than once.

i. An employee who has double coverage for health insurance may elect to waive coverage ~~not to be covered under the Agency's plans~~. As an incentive, the Agency will contribute increase the employee's taxable wages by \$50-283.33 per month to the employee's retirement account (up to the limitation of the plan). ~~If an employee waives coverage per Article 5.1(h), if eligible, the Agency will contribute the monthly incentive to a Health Savings Account (HSA) for any month in which they are not a subscriber on a plan.~~ An employee must complete, sign, and file with the Agency a Double Covered Incentive form (Appendix VI), and provide proof of other coverage in order to receive this benefit.

If the employee waiving the plan is unable to enroll in the plan per Article 5.1(h) above, the Agency will pay a dual coverage wavier incentive equal to the benefit amount that the individual or family would experience had they and any eligible children been covered as a subscriber and a dependent (Coinsurance or copays before annual out-of-pocket maximum is met).

In the event of a qualifying life event, the employee may elect to be covered under the Agency's plan, at which point, the ~~\$50 retirement contribution~~ waiver incentive payment(s) will cease.

The Union shall be provided a written report for review of this option upon request.

Please sign below confirming tentative agreement of the above.



Monica Bielski Boris (Nov 10, 2022 16:01 PST)



Bailey McEuen (Nov 10, 2022 16:04 PST)



Article 5.2 RETIREMENT PLAN

a. The Agency shall pay each month for each eligible permanent employee in the bargaining unit working twenty (20) hours or more a week, and who elects to be in the plan, an amount equal to six percent (6%) of the employee's gross monthly salary. The Agency, or its representative, shall provide written notice to the employee in time for the employee to enroll in the retirement plan.

b. In addition, the Agency shall pay each month for each eligible employee who elects to be in the retirement plan, an amount equal to six percent (6%) of the employee's gross monthly salary. This amount shall be considered the employee's contribution. The employee may supplement the retirement contributions made by the Agency by making a voluntary contribution up to the maximum allowable under the law or the plan specification. Once an employee makes an election of the percentage of the deduction, that election may be changed only according to the terms of the Agency's contract with ~~the Massachusetts Mutual Life Insurance Corporation.~~ **Empower Retirement.**

d. An employee shall be eligible for the plan after completion of six (6) months of employment with the Agency. The Agency shall begin making its contributions on the first day of the month following the employee's eligibility date.

e. Employees on leave without pay continue to participate in the plan. However, no contributions are made on their behalf during the period of leave.

f. A vesting schedule for eligible qualified employees is as follows:

1. Employees shall vest fifty percent (50%) of the employer's contribution to the retirement plan after two (2) years of employment according to the terms of the retirement agreement with ~~Massachusetts Mutual.~~ **Empower Retirement.**


2. Employees shall vest seventy-five percent (75%) of the employer's contribution to the retirement plan after three (3) years employment according to the terms of the retirement agreement with ~~Massachusetts Mutual.~~ **Empower Retirement.**

3. Employees shall vest at one-hundred percent (100%) after four (4) years employment.

g. If an employee elects to add a qualified domestic partner to his/her **their** health insurance, the value of the insurance coverage is considered salary for purposes of retirement. The employee will be responsible for paying the retirement contribution on this portion of their salary. A deduction will be made from the month-end payroll check of twelve percent (12%) of the taxable income attributed to the benefit. The Agency will remit that amount to the employee's retirement account.

Please sign below to confirm tentative agreement of the above.


Monica Bielski Boris (Jun 23, 2022 10:18 PDT)


Bailey McEuen (Jun 23, 2022 10:19 PDT)



Article 6.1 DATES

The following days shall be recognized and observed as paid holidays subject to the provisions of Section 6.6:

New Year's Day (January 1 st)	Martin Luther King Day (3 rd Monday in January)
Washington's Birthday (3 rd Monday in February)	Memorial Day (Last Monday in May)
Juneteenth (June 19 th)	Independence Day (July 4 th)
Labor Day (First Monday in September)	Indigenous People's Day (Second Monday in October)
Veteran's Day (November 11 th)	Thanksgiving Day (Fourth Thursday in November)
Day after Thanksgiving (Fourth Friday in November)	Christmas Eve (December 24 th)
Christmas Day (December 25 th)	Personal Day (Added to accrued TM each fiscal year)

Homes for Good prioritizes diversity, equity and inclusion, and acknowledges that traditionally recognized US holidays may not align with holiday observance in all communities. To that end, an alternative schedule option will be available to allow staff time off to celebrate holidays that are meaningful to them, their families and their communities.

Upon Agency approval, employees can choose an alternative holiday schedule, where they can choose to work on the following days and replace their paid holidays with alternative observed holidays.

- Washington's Birthday
- Memorial Day
- Labor Day
- Veteran's Day
- Day after Thanksgiving
- Christmas Eve

Holiday designation will be decided at the time of hire and will include dates of alternately observed holidays.

Employees can convert their holiday schedule each calendar year, with written notice to their supervisor submitted by no later than December 1st for a January 1st effective date. The notice must include a list of alternative holiday dates. Changes to holiday schedule options cannot be made mid-year. Alternative holidays must be observed and cannot be cashed out in lieu of observance.

Article 6.2 QUALIFICATIONS


The prior Agency holidays are to be paid holidays, but only for eligible and qualified employees. For the purposes of this Article, an eligible and qualified employee shall mean any employee who:

- a. Reports for work on their last scheduled workday prior to, or first scheduled day following the holiday, or is on approved leave with pay. For the purposes of this section, an employee must work or have sufficient time to account for a regular day's work. Probationary or employees who are terminating must work the first scheduled day following the holiday to be eligible for holiday pay.
- b. Whose scheduled work day prior to or following the holiday falls within two (2) calendar days of the holiday.
- c. ~~For represented temporary employees, the following holidays shall be paid holidays:~~

• New Year's Day	• Memorial Day (Last Monday in May)
• Independence Day	• Labor Day (First Monday in September.)
• Veterans Day (November 11)	• Thanksgiving Day
• Christmas Day	

Please sign below to confirm tentative agreement of the above.


Monica Bielski Boris (Jun 30, 2022 11:34 PDT)


Bailey McEuen (Jun 30, 2022 11:36 PDT)



Article 8.8 BEREAVEMENT

~~a. Employees shall be reimbursed for lost work as a result of a death in the employee's immediate family up to a maximum of three (3) days or, if out of state travel is required, five (5) days at the regular straight time hourly rate. The Agency may require verification of the family status. Immediate family shall be defined as mother, father, an individual who stands in or stood in the place of a parent (in loco parentis), spouse, Registered Domestic Partner, sister, brother, child, grandparent, grandchild, stepmother, stepfather, step child, father in law, mother in law, son in law, or daughter in law, or any other person residing in the employee's immediate household. Leave must be taken within thirty (30) days of death.~~

a. Employees shall be reimbursed for lost work as a result of a death in the employee's family as follows:

<ul style="list-style-type: none"> Spouse Domestic Partner Child Step Child 	Ten (10) working days (or 80 hours for full time employees. Prorated for part time employees)
<ul style="list-style-type: none"> Parent Individual who stands in or stood in the place of a parent (in loco parentis) Sibling Grandparent Grandchild Stepparent Parent-in-Law Child-in-Law Or any person residing in the employee's immediate household Pregnancy loss (including abortion) 	Five (5) working days (or 40 hours for full time employees. Prorated for part time employees)

Bereavement leave will be paid at the employee's regular straight time hourly rate. The Agency may require verification of the family status. Bereavement leave must be taken consecutively within thirty (30) days of the death.

b. In addition to the paid bereavement defined above, employees may take unpaid leave as provided for in the State of Oregon Family Leave Act (OFLA).

Please sign below to confirm tentative agreement of the above.

Monica BB
Monica Bielski Boris (Jun 30, 2022 11:35 PDT)

Bailey McEuen
Bailey McEuen (Jun 30, 2022 11:37 PDT)



7.13 SUPPLEMENTAL SICK LEAVE BENEFITS 8.15 WORKER'S COMPENSATION LEAVE

7.1. Supplemental Sick Leave Benefits:

- a. ~~For any employee who has one (1) year or more of continuous service, if a non-occupational illness or injury, to include pregnancy related disability and post partum leave, exceeds eighty (80) consecutive hours, the Agency shall provide compensated time off at ninety five percent (95%) pay for the next two (2) calendar weeks, or any part thereof, of disability, and at seventy five (75%) for the remainder of the period preceding qualification for long term disability (90 calendar days), provided that the employee qualifies for a leave of absence as defined in Article 8, LEAVE OF ABSENCE, Section 8.13, Family & Medical Leave at the commencement of leave.~~
- b. ~~Employees may use accrued time management to supplement the compensated time provided by the Agency in order to maintain their regular salary. Employees who have exhausted their time management accrual may use donated time, as provided for in 7.14 below, to supplement the compensated time provided by the Agency in order to maintain their regular salary.~~
- c. ~~The employee shall be expected to substantiate to the satisfaction of the Agency any illness or injury which exceeds the designated number of consecutive work hours prior to compensation. Such substantiation to the Agency's satisfaction shall also be required for leave without pay if sufficient earned leave has not been accumulated.~~
- d. ~~The Agency shall notify the employee in writing regarding the timelines, once leave begins or employee reports the need for leave, including advising of consequence for failure to return to work and procedures involved in applying for long term disability. The Agency shall send copies of the initial letter to the employee, the employee's personal representative if one is designated, and to the Union. Subsequent correspondence will be sent to the employee and any designated representative as well as the Union if requested by the employee. The employee is responsible to contact the Agency to make monthly reports of status during the absence. If a change of status occurs which will impact the date of the employee's return to regular work schedule, the employee or employee's representative shall report any such change to the Agency within two (2) working days of the employee's knowledge of the change. The Agency shall notify the employee in writing within sixty (60) days after the start of the short term leave advising of consequence for failure to return to work.~~

- e. If an ill or injured employee's absence is covered by Workers' Compensation, the Agency will provide compensated time off not to exceed five hundred twenty (520) work hours from the time of the injury or illness. Contingent upon the employee having a medical release, at the Agency's discretion and need, the employee may return to work full or part-time.

All hours worked shall extend the five hundred twenty (520) hours on an hour-for-hour basis up to a maximum of seven hundred (700) work hours from the time of injury or illness. In the event of injury or illness includes lost time, and when such illness or injury is covered by Worker's Compensation, the Agency shall not charge the employee's Time Management. The employee shall be paid as described above. In the event an employee receives time loss compensation due to an illness or injury covered by Worker's Compensation while receiving Worker's Compensation pay from the Agency, the employee will remit time loss payments to the Agency within 10 calendar days.

- ~~f. Separate periods of supplemental sick leave resulting from the same or a related condition, and not separated by 180 days or more, are considered a continuation of the prior supplemental sick leave period. Once the maximum period of supplemental sick leave under this provision has been paid, employees will not be eligible for supplemental sick leave benefits until one calendar year from the date of first usage from the prior supplemental sick leave period.~~

- ~~g. For the purposes of new parent leave, birthing parents will qualify for supplemental sick leave as described in Article 7.13 SUPPLEMENTAL SICK LEAVE. Non birthing and/or adoptive parents, regardless of gender, that have one (1) year or more of continuous service and works an average of twenty (20) hours or more per week, will be qualify for two (2) weeks of paid leave at 95% pay.~~


~~Non birthing and/or adoptive parents must provide notice of their intent to use the paid parental leave at least four (4) weeks in advance of the anticipated leave, barring extenuated circumstances.~~

~~Non birthing and/or adoptive parents may begin their leave no sooner than one (1) week prior to the due date or anticipated adoption, and no later than six (6) weeks after the birth or adoption.~~

~~Paid New Parent Leave will run concurrently with any statutory leave, as described in Article 8.13 PARENTAL AND FAMILY LEAVE. Accrued Time Management to supplement the compensated time provided by the Agency in order to maintain their regular salary.~~

Please sign below to confirm tentative agreement of the above.


Monica Bielski Boris (Sep 15, 2022 15:02 PDT)


Bailey McEuen (Sep 15, 2022 15:23 PDT)



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Article 10 LABOR MANAGEMENT COMMITTEE

Both parties recognize the value of effective labor management relationships that are based upon a mutual trust and commitment to open communications as well as cooperation. The goal of the Labor Management committee is to enhance the working relationship between Management and staff and provide open channels for communication.

10.1 Labor Management Committee.

The parties agree to establish Labor Management Committee. The Committee shall consist of an equal number of participants, not to exceed three (3) on each side.

Each side shall select its own representatives, provided, however, that one (1) of the Union's representatives shall be the AFSCME staff representative and one (1) of the Managements representatives shall be the Human Resource Director. Remaining members of the committee shall constitute of up to two (2) other non-bargaining unit individuals appointed by the Executive Director and up to two (2) members of the General Membership, appointed by the President.

With the exception of the HR Director and the AFSCME Staff representative, members of the Labor Management Committee shall be allowed to serve on the committee on a rotational basis with no one committee member serving more than two (2) consecutive years.

Bargaining unit members, who are members of the committee, will be provided release time to attend the meetings. No overtime will be paid for attendance at these meetings. The committee shall mutually establish its own guidelines for how the meetings are conducted.

10.2 Authority. The committee shall be a forum in which to discuss ongoing labor-management issues, matters of mutual concern and morale issues. The meeting will not be used to deal with current grievances or formal negotiations. The committee shall have no authority to discuss grievances, discipline, or other complaint processes otherwise stated in the Agreement. The committee shall have no authority to amend the terms of the Contract.

10.3 Meetings


The Committee shall meet at least every ~~three (3) months~~ **month** for up to ~~four (4)~~ **one (1)** hours-at mutually acceptable times and places during regular work hours.

Topics for discussion shall be exchanged prior to the meeting and either party may decline to discuss any matter.

Labor Management meetings will be suspended during Contract negotiations.

Please sign below to confirm tentative agreement of the above.


Monica Bielski Boris (Jun 23, 2022 10:18 PDT)


Bailey McEuen (Jun 23, 2022 10:19 PDT)



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Article 11 WORK SCHEDULE

11.1. Regular Hours. The regular hours of work each day shall be consecutive, except for interruptions for a lunch period.

11.2. Workweek. The workweek is defined as a fixed and regularly recurring period of one hundred sixty-eight (168) hours seven (7) consecutive twenty-four (24) hour periods. The workweek for all bargaining unit employees will be from 12:01 a.m. Sunday to midnight Saturday. The workweek for full-time employees shall generally consist of five (5) consecutive work days.

11.3. Workday. Eight (8) hours of work, except for a lunch period interruption, shall generally constitute a normal workday for full-time employees.

11.4. Work Shift. All employees shall be scheduled to work on a regular work shift and each shift shall have regular starting and quitting times, unless the parties mutually agree in writing upon a different work shift.

11.5. Schedule. Notwithstanding, Section 11.3. Workday, above, it is recognized that the Agency may, from time-to-time, find that changes in individual or operational work schedules are in the best interest of governmental operations. Except for bona fide emergencies, it is agreed that the Agency shall notify the Union and any affected employees ten (10) working days prior to implementation of such changes, and upon request shall arrange to meet with the Union to discuss the impact of such changes in an attempt to resolve any conflicts. Temporary work schedule changes for the purpose of meeting statutory requirements shall not be subject to the provisions of this section.

11.6. Modifications. The provision for an eight (8) hour day should not be construed as prohibiting the creation of part-time employment or the establishment of rotative, staggered, flexible, or shortened work periods for permanent, part-time employees.

11.7. Flex Time. Employees may request to flex their time or rearrange their work schedule for a given day to accommodate personal needs, up to ~~two~~ four (4) hours per week, provided working hours remain between 6:00am and 6:00pm. ~~Requests shall be submitted no later than twenty four (24) hours in advance to their supervisor.~~ Required notice for flex time requests will be:

- Up to 1 hour 4 hours' notice
- 1 hour & 1 minute – 3 hours 12 hours' notice
- 3+ hours 24 hours' notice

Requests may be denied based on Agency operational need. In case of a denial, the Agency shall explain the reason for denial. The denial of a flex time request is not grievable. Neither

work schedule changes nor flex time requests, unless mutually agreed upon, may split an employee's shift within a workday. Employees shall not flex schedules across multiple weeks.

If the request has been made within the appropriate timeframe, and the employee's supervisor has not responded before the flex time is set to begin, the request will be considered approved.

Employees who work beyond their scheduled end time due to operational needs, upon approval from their supervisor, are permitted to trade their time up to four (4) hours within the same work week without being subject to flex time notification requirements, and the time will not count against the weekly flex time limit, as long as shifts are limited to no more than twelve (12) hours.

11.8. Alternative Work Schedules. The Agency recognizes the importance of work-life balance and offers alternative and compressed schedule options outside of the traditional Monday through Friday 8am – 5pm schedule to allow flexibility for employees to better meet family and personal needs. Alternative schedule options will include the following and must be worked within the hours of 6:00am and 6:00pm, with the exception of on-call maintenance staff.

Five (5) eight (8) hour shifts

- Hours worked between hours of 7:00am and 6:00pm

Four (4) ten (10) hour shifts

- Monday through Thursday
- Tuesday through Friday

Four (4) nine (9) hour shifts, one (1) four (4) hour shift

- Monday – Friday, short day Friday
- Monday – Friday, short day Monday

Alternative schedule requests must be submitted in writing and are subject to approval from the employee's supervisor. Requests will be evaluated based on position, department operational needs and seniority. Upon denial of an alternative schedule request, the Agency will provide the employee with the reason for denial. Denial of an alternative schedule request is not grievable.

Notwithstanding Article 3, WAGES AND SALARIES, Section 3.6, Overtime, overtime shall only be paid for hours worked beyond ten (10) hours a day or forty (40) hours a week.

Maintenance staff who are required to work in an on-call rotation may choose from the above schedule options for their regular shifts but may be required to work outside of the hours of 6:00am – 6:00pm when on call.


11.9. Relief Periods. Employees shall be allowed one relief period of fifteen (15) minutes duration in each four (4) hour work period. Insofar as it is practicable, it shall be in the middle of each four (4) hour work period, such time to begin when the employee leaves their workstation and to end when the employee returns to their workstation. Rest periods that are not taken during a given shift shall not be considered as overtime accumulation.

11.10. Meal Periods. Employees shall receive either one (1) hour or one-half (1/2) hour unpaid lunch period during each work shift. The Agency shall determine whether the lunch period shall be one (1) hour or one-half (1/2) hour. Whenever practicable, lunch periods shall be scheduled at the middle of the shift.

11.11. Clean-Up Time. Employees shall be afforded reasonable necessary time, as determined by the Agency, for the purpose of cleanup prior to the conclusion of the workday.

*Please sign below to confirm
tentative agreement of the above*


Monica Bielski Boris (Aug 19, 2022 12:17 PDT)


Bailey McEuen (Aug 19, 2022 12:50 PDT)



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Appendix I EXCLUDED EMPLOYEES

Executive Director
~~Deputy Director~~
Communications Director
Human Resources ~~Manager~~ Director
Real Estate Development Director
Asset Manager
Project Development Manager
Rent Assistance ~~Division~~ Director
Supportive Housing Director
~~Property Manager~~ ~~Division~~ Director
Energy Services Manager Director
Capital Grant Project Manager
Resident Services ~~Supervisor~~ Manager
Finance Director
Finance Manager
Property Management Supervisor
Rent Assistance Program Supervisor
Communications Specialist
Human Resources Generalist
ADA & HR Coordinator
Executive Assistant
Maintenance Services Supervisor
~~Property Manager~~
~~Program Supervisor~~
~~Property Manager~~
~~IS Manager~~ ~~Executive Secretary~~
~~Fee for Service Supervisor~~

*Please sign below to confirm
tentative agreement of the above.*


Monica Bielski Boris (Jun 30, 2022 11:35 PDT)


Bailey McEuen (Jun 30, 2022 11:37 PDT)



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Appendix II **BUMPING CLASSIFICATION GROUPS**

GROUP 1

Senior Staff Accountant
Staff Accountant
Real Estate Accounting Administrator
Energy Services Financial Specialist
Senior Accounting Technician
Accounting Technician

GROUP 2

Lead FSS Coordinator
FSS Coordinator
Resident Services Programs & Grants Specialist
Housing Specialist
Resident Services Specialist
~~Intake Coordinator~~
Assistant Property Manager
Application Specialist
Resident Services Assistant

GROUP 3

Project Developer
Contract Administrator ~~ASA-3~~
Compliance & Data Analyst
~~ASA-2-ASA-1~~
~~Office Assistant~~

GROUP 4

~~Maintenance Mechanic~~
~~Maintenance Worker~~
~~Painter~~
~~Site Maintenance Specialist~~
~~Laborer / Janitor~~

GROUP 4

Landlord Liaison
Housing Liaison
Veteran Housing Coordinator

GROUP 5

~~Energy Auditor~~

Housing Inspector

GROUP 5

Asset Management Specialist
Project Coordination Specialist
Real Estate Specialist

GROUP 6

Office & Administrative Coordinator
Office Assistant

GROUP 7

Maintenance Mechanic
Maintenance Worker
Painter
Site Maintenance Specialist
Landscape
Laborer/Janitor

GROUP 8

Lead Energy Auditor
Energy Auditor
Housing Inspector

Special skills, knowledge and ability

IT Support Technician
IS Technician / Programmer Analyst
Architect
Education Coordinator

Any uncovered classification shall be assigned to a group by Union and Management the Agency before being filled.

*Please sign below to confirm
tentative agreement of the above*


Monica Bielski Boris (Jul 13, 2022 18:32 PDT)


Bailey McEuen (Jul 14, 2022 08:31 PDT)



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Appendix III

CURRENT FLSA EXEMPT CLASSIFICATIONS:

*Please sign below to confirm
tentative agreement of the above.*

A handwritten signature in blue ink that reads "Monica BB".

Monica Bielski Boris (Jul 13, 2022 18:33 PDT)

A handwritten signature in blue ink that reads "Bailey McEuen".

Bailey McEuen (Jul 14, 2022 08:31 PDT)



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APPENDIX VI

Rates for Less than a Pay Period. In computing the wages for personnel working less than a full pay period, the amount paid shall be prorated to the full-time rate on the basis of the actual hours or days worked. The employee's hourly rate shall be determined by dividing their monthly salary by the average amount of time available for the work in any given month, one hundred-seventy-three and thirty-three hundredths (173.33).

It's understood that the Agency will use the above methodology in calculating wage rates for employees for less than a pay period until the transitioning from non-exempt salary pay to hourly.

Please sign below to confirm tentative agreement of the above.

A handwritten signature in black ink that reads "Monica BB".

Monica Bielski Boris (Nov 10, 2022 09:32 PST)

A handwritten signature in black ink that reads "Bailey McEuen".

Bailey McEuen (Nov 10, 2022 09:35 PST)



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Union Proposal

Article 8.14: Oregon Paid Family and Medical Leave (new section in Article 8)

Proposed: August 19, 2022

8.14 Oregon Paid Family and Medical Leave

Oregon will require Homes for Good and its employees to contribute to the Paid Family and Medical Leave trust. When the state begins deducting contributions, the Agency will “pick-up” the employee’s contribution to the fund as a benefit. Should future unforeseen reasons cause the “pick-up” to no longer be permitted, the parties agree that they will enter bargaining regarding this change with the specific goal of holding the employee’s net take home pay harmless.

An employee may use any form of accrued paid leave to “top off” benefits paid under the Oregon Paid Family & Medical Leave Law. The Agency will calculate the number of hours necessary to cover the difference between the benefits paid and the employee’s full salary and deduct those hours from the leave bank designated by the employee.

The Supplemental Sick Leave Benefits will remain in effect until Oregon Paid Family and Medical Leave benefits are available to employees and will be discontinued once Paid Leave Oregon is available to use for employees. See Appendix V.

Please sign below to confirm tentative agreement of the above.

Handwritten signature of Monica Bielski Boris in blue ink.

Monica Bielski Boris (Sep 15, 2022 15:02 PDT)

Handwritten signature of Bailey McEuen in blue ink.

Bailey McEuen (Sep 15, 2022 15:23 PDT)

- e. If an ill or injured employee's absence is covered by Workers' Compensation, the Agency will provide compensated time off not to exceed five hundred twenty (520) work hours from the time of the injury or illness. Contingent upon the employee having a medical release, at the Agency's discretion and need, the employee may return to work full or part-time.

All hours worked shall extend the five hundred twenty (520) hours on an hour-for-hour basis up to a maximum of seven hundred (700) work hours from the time of injury or illness. In the event of injury or illness includes lost time, and when such illness or injury is covered by Worker's Compensation, the Agency shall not charge the employee's Time Management. The employee shall be paid as described above. In the event an employee receives time loss compensation due to an illness or injury covered by Worker's Compensation while receiving Worker's Compensation pay from the Agency, the employee will remit time loss payments to the Agency within 10 calendar days.

- ~~f. Separate periods of supplemental sick leave resulting from the same or a related condition, and not separated by 180 days or more, are considered a continuation of the prior supplemental sick leave period. Once the maximum period of supplemental sick leave under this provision has been paid, employees will not be eligible for supplemental sick leave benefits until one calendar year from the date of first usage from the prior supplemental sick leave period.~~

- ~~g. For the purposes of new parent leave, birthing parents will qualify for supplemental sick leave as described in Article 7.13 SUPPLEMENTAL SICK LEAVE. Non-birthing and/or adoptive parents, regardless of gender, that have one (1) year or more of continuous service and works an average of twenty (20) hours or more per week, will be qualify for two (2) weeks of paid leave at 95% pay.~~

~~Non-birthing and/or adoptive parents must provide notice of their intent to use the paid parental leave at least four (4) weeks in advance of the anticipated leave, barring extenuated circumstances.~~

~~Non-birthing and/or adoptive parents may begin their leave no sooner than one (1) week prior to the due date or anticipated adoption, and no later than six (6) weeks after the birth or adoption.~~

~~Paid New Parent Leave will run concurrently with any statutory leave, as described in Article 8.13 PARENTAL AND FAMILY LEAVE. Accrued Time Management to supplement the compensated time provided by the Agency in order to maintain their regular salary.~~

Please sign below to confirm tentative agreement of the above.


Monica Bietski Boris (Sep 15, 2022 15:02 PDT)


Bailey McEuen (Sep 15, 2022 15:23 PDT)



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Union Proposal

New Appendix V

Proposed: August 19, 2022

Appendix V

SUPPLEMENTAL SICK LEAVE BENEFITS

a. For any employee who has one (1) year or more of continuous service, if a non-occupational illness or injury, to include pregnancy related disability and postpartum leave, exceeds eighty (80) consecutive hours, the Agency shall provide compensated time off at ninety five percent (95%) pay for the next two (2) calendar weeks, or any part thereof, of disability, and at seventy five (75%) for the remainder of the period preceding qualification for long-term disability (90 calendar days), provided that the employee qualifies for a leave of absence as defined in Article 8, LEAVE OF ABSENCE, Section 8.13, Family & Medical Leave at the commencement of leave.

b. Employees may use accrued time management to supplement the compensated time provided by the Agency in order to maintain their regular salary. Employees who have exhausted their time management accrual may use donated time, as provided for in 7.14 below, to supplement the compensated time provided by the Agency in order to maintain their regular salary

c. The employee shall be expected to substantiate to the satisfaction of the Agency any illness or injury which exceeds the designated number of consecutive work hours prior to compensation. Such substantiation to the Agency's satisfaction shall also be required for leave without pay if sufficient earned leave has not been accumulated.

d. The Agency shall notify the employee in writing regarding the timelines, once leave begins or employee reports the need for leave, including advising of consequences for failure to return to work and procedures involved in applying for long-term disability. The Agency shall send copies of the initial letter to the employee, the employee's personal representative if one is designated, and to the Union. Subsequent correspondence will be sent to the employee and any designated representative as well as the Union if requested by the employee. The employee is responsible to contact the Agency to make monthly reports of status during the absence. If a change of status occurs which will impact the date of the employee's return to regular work schedule, the employee or employee's representative shall report any such change to the Agency within two (2) working days of the employee's knowledge of the change. The Agency shall notify the employee in writing within sixty (60) days after the start of the short-term leave advising of consequence for failure to return to work.



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f. Separate periods of supplemental sick leave resulting from the same or a related condition, and not separated by 180 days or more, are considered a continuation of the prior supplemental sick leave period. Once the maximum period of supplemental sick leave under this provision has been paid, employees will not be eligible for supplemental sick leave benefits until one calendar year from the date of first usage from the prior supplemental sick leave period.

g. For the purposes of new parent leave, birthing parents will qualify for supplemental sick leave. Non-birthing and/or adoptive parents, regardless of gender, who have one (1) year or more of continuous service and work an average of twenty (20) hours or more per week, will be qualified for two (2) weeks of paid leave at 95% pay.

Non-birthing and/or adoptive parents must provide notice of their intent to use the paid parental leave at least four (4) weeks in advance of the anticipated leave, barring extenuating circumstances.


Non-birthing and/or adoptive parents may begin their leave no sooner than one (1) week prior to the due date or anticipated adoption, and no later than six (6) weeks after the birth or adoption.

Paid New Parent Leave will run concurrently with any statutory leave, as described in Article 8.13 PARENTAL AND FAMILY LEAVE. Accrued Time Management to supplement the compensated time provided by the Agency in order to maintain their regular salary.

Please sign below to confirm tentative agreement of the above.



Monica Bielski Boris (Sep 15, 2022 15:02 PDT)



Bailey McEuen (Sep 15, 2022 15:23 PDT)

IN THE BOARD OF COMMISSIONERS OF THE
HOMES FOR GOOD HOUSING AGENCY, OF LANE COUNTY OREGON

ORDER 22-18-11-01H

In the Matter of adopting and ratifying the
Collective Bargaining Agreement with
AFSCME Local 3267 and approving changes
to wages, benefits and other provisions.

WHEREAS, a Collective Bargaining Agreement between Homes for Good Housing Agency and the American Federation of State, County and Municipal Employees (AFSCME) Local 3267, has been negotiated for the period of November 18, 2022 through September 30, 2025; and

WHEREAS, certain salary modifications to the agreement were negotiated; and

WHEREAS, other modifications to the agreement were negotiated; and

NOW IT IS THEREFORE ORDERED THAT: the negotiated Collective Bargaining Agreement between Homes for Good Housing Agency and AFSCME Local 3267 for the period of November 18, 2022 through September 30, 2025, is hereby adopted and ratified by the Board and the Board further authorizes the Executive Director to execute the agreement on behalf of Homes for Good Housing Agency.

This Order/Resolution No. 22-18-11-01H shall take effect immediately upon adoption, effective November 18, 2022.

DATED this 18th day of November, 2022

Chair, Homes for Good Board of Commissioners