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HOMES FOR GOOD HOUSING AGENCY

BOARD OF COMMISSIONERS MEETING WEDNESDAY MARCH 25TH, 2020

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- III. DISCUSSION— Current Cash/Reserve Amounts and Projected Revenue Reductions as a result of the COVID-19 Pandemic

AGENDA

Homes for Good Housing Agency

BOARD OF COMMISSIONERS

Location of the meeting:

This meeting will be conducted via public video call.



Wednesday, March 25^h, 2020 at 3:00pm

As a precautionary measure to prevent the spread of COVID-19 Homes for Good will be conducting the March 25th Board Meeting via a public video conference call with phone dial in capability.

Call-In Information:

<https://zoom.us/j/443465189>

Meeting ID: 443 465 189

+1-669-900-6833,,443465189# US (San Jose)

+1-346-248-7799,,443465189# US (Houston)

1. PUBLIC COMMENTS – 20 Minutes

(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. ADMINISTRATION

- A. **ORDER 20-25-03-01H**— In the Matter of Adopting COVID-19 MOU with AFSME Local 3267 (Bailey McEuen, Human Resources Director) (Estimated Time 20 minutes)
- B. **DISCUSSION**— Current Cash/Reserve Amounts and Projected Revenue Reductions as a result of the COVID-19 Pandemic (Jeff Bridgens, Finance Director) (Estimated Time 20 Minutes)

7. OTHER BUSINESS

Adjourn



BOARD OF COMMISSIONERS AGENDA ITEM

BOARD MEETING DATE:

AGENDA TITLE: In the Matter of Adopting COVID-19 MOU with AFSME Local 3267

DEPARTMENT: Human Resources

CONTACT : Bailey McEuen

EXT: 2520

PRESENTER: Bailey McEuen

EXT: 2520

ESTIMATED TIME : 20 Minutes

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

Approval Signature

EXECUTIVE DIRECTOR:

DATE: 3/24/20

LEGAL STAFF :

DATE:

MANAGEMENT STAFF:

DATE:



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HOMES FOR GOOD MEMORANDUM

TO: Homes for Good Board of Commissioners

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

AGENDA ITEM TITLE: In the Matter of Adopting COVID-19 MOU with AFSME Local 3267

AGENDA DATE: March 25, 2020

I MOTION

It is moved that the order be approved adopting the COVID-19 MOU with AFSCME Local 3267.

II ISSUE

The Agency has a need to address work restrictions and pay provisions for employees who have been or may have been exposed to or had their work interrupted by the novel coronavirus. The MOU covers Oregon AFSCME Local 3267, and will last for the period of March 16, 2020 – April 1, 2020.

III DISCUSSION

A. Background of Agency & Union Partnership

Homes for Good and AFSCME Local 3267 partner in providing Agency staff with a productive and positive workplace. Working with our union throughout the Novel Coronavirus (COVID-19) pandemic response involved daily check-in calls and continuous communication to find the best path to incorporate changes to work operations of the Agency given the emergency response to the COVID-19 pandemic.

B. Future modifications to the MOU

We feel it's prudent to extend the approval for any future modifications to the MOU to be Executed by the Executive Director to allow agility and quick responsiveness to legislation and new guidance or recommendations that might change the approach to the pandemic response in our community.

IV IMPLEMENTATION/FOLLOW-UP

Upon approval of the board order the MOU will go into effect it will cover employees for the period of March 16, 2020 – April 1, 2020

V ATTACHMENTS

- Novel Coronavirus (COVID-19) Memorandum of Understanding Between AFSCME Local 3267 and Homes for Good

Novel Coronavirus (COVID-19)
Memorandum of Understanding
Between AFSCME Local 3267 and Homes for Good

Purpose

The purpose of this letter of understanding is to address work restrictions and pay provisions for employees who have been or may have been exposed to or had their work interrupted by the novel coronavirus.

Applicability

This agreement covers Oregon AFSCME Local 3267, and will last for the period of March 16, 2020 – April 1, 2020.

Definitions

Incubation Period – For the novel coronavirus, this is a period of 14 days from the last possible exposure.

Temporary Telework Options

For the period of this agreement, or a date mutually agreed upon, unless this LOA is revoked due to increased level of emergency, employees determined to be approved for telework will be offered the opportunity to work remotely. For this period, the criteria used by Homes for Good to determine if an employee is approved for telework will be whether the position is suitable for telework, key in-office tasks that must be performed, availability of teleworking supplies, network capabilities and telework location. For the period of this agreement, employees who do not have minor children experiencing school/childcare closure will work a schedule of Monday – Friday 8am – 5pm with a one hour lunch from 12pm – 1pm.

Homes for Good recognizes that strict scheduling restrictions may be a hardship for employees with minor children experiencing school/childcare closures. Employees who have minor children experiencing school/childcare closures will be permitted to submit requests for an alternative schedule. 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, and department operational needs. Upon denial of an alternative schedule request, the Human Resources Director will provide the employee the reason for denial in writing.

Telework will not be approved outside of the state of Oregon.

Homes for Good may change an employee's telework status at any time to meet operational needs. The Agency's decision regarding telework shall not be subject to the grievance procedure. Permittance of telework in response to the COVID-19 crisis does not constitute a past practice or establish precedent in the negotiation of future agreements.

In Office/Site Staff

Homes for Good will maintain a list of employees who are required to report to a work location and employees who are required to report to a work location to fulfil some of their duties.

Essential employees and partially essential employees shall be notified of this designation in writing.

Employees who are deemed essential or partially essential may be required to work a schedule outside of their regular work schedule, as Homes for Good will attempt to stagger schedules to maximize social distancing and employee isolation.

For the period of this agreement, Homes for Good may change an employee's status at any time. The designation of essential personnel shall not be subject to the grievance procedure.

School Closures

If an employee needs to be home due to school closure and are not considered telework approved or if the employee chooses not to telework, these employees may use their Time Management or leave without pay to cover this time. Additionally, these employees' TM balances may go into the negative for a time not to exceed eighty (80) hours, or as prorated by the employee's FTE status. Employees going into the negative will continue to accrue TM at their regular rate, paying back eight (8) hours per month until the negative balance has been paid back in full. Employees must first use any available comp time prior to using TM.

Worksite Closure

If the Agency closes its operations, employees will be placed on paid administrative leave for up to two weeks. Thereafter, this letter of agreement will be reviewed every two weeks to see if this provision needs to be extended.

Medically Mandated to Stay at Home

Employees who are medically mandated to remain at home because they have been exposed to the coronavirus shall be encouraged to telework if allowed by their medical professional, if their job is suitable for telework, if telework resources are available, and if the network can accommodate it.

If one or more of the above factors does not allow for telework, the employee shall be placed on paid administrative leave at 95% of their salary for the period of this agreement, until the employee is no longer medically mandated to stay at home, or until the employee is deemed approved to telework. Employees may use accrued TM to supplement their compensated time provided by the Agency in order to maintain their regular salary. Employees who have exhausted their TM may use donated TM. TM donations will be accepted in the order in which they are received. Donated TM not used for the purpose of addressing employee compensation during the COVID-19 crisis will be credited back to the donors' leave accrual on a pro-rata basis. In order to be eligible to donate time, an employee must maintain a minimum of eighty (80) hours remaining in their account after the contribution.

If telework is available and allowed by their medical professional for the employee and the employee turns down the opportunity to telework, the employee may only use their own earned leave or leave without pay to cover their absence. No employee under this category shall be penalized for using leave without pay to cover their absence for this purpose under this Letter of Agreement.

Employees may be asked for proof of medical mandate including the time period for which they are mandated to remain at home, whether or not they are allowed to telework and clearance to return to work.

Agency Mandated to Stay at Home

Employees who have been mandated by Homes for Good to stay home due to travel or potential exposure, and are not approved for telework, will be made whole for the time period of March 16, 2020 - March 28, 2020 or for the length of the incubation period (14 days), receiving full salary for the time missed, without deducting from their TM bank.

In the event an employee mandated to stay at home by Homes for Good becomes medically mandated to stay at home, the above provisions regarding medical mandates will apply.

In the event an employee mandated to stay at home by Homes for Good does not return to work after the 14 day incubation period, and does not become medically mandated to stay home. Their status will change to "self-quarantined," as described below.

Self-Quarantined Employees

The employees who wish to self-quarantine shall be encouraged to telework if their positions are suitable for telework, supplies are available, and if the network can accommodate it. If telework is unavailable, or if an employee chooses not to telework, these employees may use their (TM) leave or leave without pay to cover this time. Additionally, these employees may go into the negative on TM balances for time not to exceed a combined total of eighty (80) hours, or as prorated by the employee's FTE status. Employees going into the negative will continue to accrue TM at their regular rate, paying back eight (8) hours per month until the negative balance has been paid back in full. Employees must first use any available comp time prior to using TM.

FMLA/OFLA/SSL

None of the above listed leaves will count toward an employee's Family Medical Leave (FMLA) or Oregon Family Leave or Supplemental Sick Leave (SSL) entitlement.

Buying Back of Time Management

For the period covered under this agreement, the Agency will temporarily suspend Time Management Buy Backs as described in Article 7.11 of the Collective Bargaining Agreement.

Working out of Class

Homes for Good recognizes that employees may be asked to perform work outside of their typical classification during the course of the COVID-19 crisis. For the period of this agreement, Homes for Good will not be subject to working-out-of-class provision for bargaining unit positions related to intermittent working out of class assignments. In the event an employee is directed to perform work in the classification of a supervisor, manager or director, the employee will receive working out of class pay for the hours worked.

Employees who are working out of class as of March 16, 2020 can remain working out of class, at the Agency's discretion, for the term of their agreement.

Temporary Employees

For the timeframe covered under this agreement, temporary employee hours for current temporary employees may exceed 520, or 1,040 per calendar year if an extension was granted. Should a temporary employee work beyond the limits designated under Article 1.3a of the CBA, the Agency will cease the temporary assignment within 30 days.

Schedules

For the period of this agreement, Homes for Good may experience staffing needs over the weekend. Homes for Good will not be subject to Article 11 of the CBA and may require employees to work over the weekends to meet operational needs. Employees who perform work on a Saturday or Sunday will receive overtime at the rate of time and one-half (1 ½) of the employee's regular hourly rate for those hours.

Funding

This MOU is contingent on no material disruptions to Homes for Good's receipt of any applicable federal, state and local funding sources including tenant rents that are used to support payroll and benefit expenses for employees. Homes for Good's operations are dependent upon continuity of funding from all applicable funding sources in order to have sufficient cash on hand to meet payroll and employee benefits monthly expenses. We will keep Union leadership up to date with any non-traditional funding sources that we receive from federal, state and local resources that allow this funding to be used for payroll and benefit related costs.

Grievances & Future Bargaining

No discretionary decisions made by Homes for Good for the period covered by this agreement shall be covered by the grievance procedure.

This agreement shall not establish precedent in the negotiation of any future agreements on the subjects addressed herein.

Agreed to this ____ day of March 2020.

Jacob Fox
Homes for Good, Executive Director

Teresa Hashagen
AFSCME Local 3267, President

Bailey McEuen
Homes for Good, HR Director
Representative

Monica Bielski-Boris
Oregon AFSCME Council 75

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

ORDER 20-25-03-01H

In the Matter of Adopting COVID-19 MOU with
AFSME Local 3267

WHEREAS, the Governor of the State of Oregon declared a state of emergency for the entire state on March 8, 2020 finding that COVID-19 has created a threat to public health and safety and constitutes a statewide emergency under ORS 401.025; and

WHEREAS, the Governor adopted Executive Order No. 20-12 on March 23, 2020 directed local governments to implement policies to decrease in-person interactions and to enforce social distancing measures for the benefit of employees and the public served by the local governments; and

WHEREAS, in the face of the state of emergency and the need to alter existing working conditions and policies, a Novel Coronavirus (COVID-19) Memorandum of Understanding (MOU) 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 March 16, 2020 through April 1, 2020; and

WHEREAS, the MOU addresses certain leave modifications for covered employees; and

WHEREAS, the MOU also addresses other workplace modifications for covered employees; and

WHEREAS, it is unknown how long the state of emergency will last, and it is unknown whether additional workplace measures will be required to address the continuing emergency created by COVID-19,

NOW IT IS THEREFORE ORDERED THAT: the negotiated Novel Coronavirus (COVID-19) Memorandum of Understanding between Homes for Good Housing Agency and AFSCME Local 3267 for the period of March 16, 2020 through April 1, 2020, is hereby adopted and ratified by the Board and the Board further authorizes the Executive Director to execute the MOU, to execute any subsequent modifications and/or extensions of the MOU, and to take any additional temporary actions on behalf of Homes for Good Housing Agency regarding personnel and personnel policy changes related to the COVID-19 pandemic.

This Order/Resolution No. 20-25-03-01H shall take effect immediately upon adoption, retroactive to March 16, 2020.

DATED this _____ day of _____, 2020

Chair, Homes for Good Board of Commissioners



BOARD OF COMMISSIONERS AGENDA ITEM

BOARD MEETING DATE:

AGENDA TITLE: Current Cash/Reserve Amounts and Projected Revenue
Reductions as a result of the COVID-19 Pandemic

DEPARTMENT: Finance

CONTACT : Jeff Bridgens

EXT: 2525

PRESENTER: Jeff Bridgens

EXT: 2525

ESTIMATED TIME : 20 Minutes

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

Approval Signature

EXECUTIVE DIRECTOR:

DATE: 3/24/20

LEGAL STAFF :

DATE:

MANAGEMENT STAFF:

DATE: