

# MINUTES

Homes for Good Housing Agency



## BOARD OF COMMISSIONERS

### Location of the meeting:

This meeting will be conducted via public video call.

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**Wednesday, March 25<sup>h</sup>, 2020 at 3:00pm**

As a precautionary measure to prevent the spread of COVID-19 Homes for Good will be conducted the March 25<sup>th</sup> 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.)

No Public Comment Was Given

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

**Pete Sorenson:** I did have one question for Jacob, which doesn't have to be answered today, but from my understanding public meetings need to included a notice of where the meeting will be held, and I'm not quite sure if that was done or not. I was curious if that issue had been evaluated or not in light of idea that we will be having these remote meetings for a while. If we're going to do it, I want to do it right.

**Jacob Fox:** We followed the instructions that our attorneys gave us as outlined under the ORS statues, I can pull that up for you. We ran all of the notifications by them, and they said that everything we are doing is in compliance of public meeting laws. Is there a finer point or questions?

**Pete Sorenson:** No, just the nuance of whether we are required to give a place as well as a date and time for the meeting. Because a lot of these remote meetings, at least as the Lane County Board of Commissioners, involves one person staying behind for at least the opportunity for the public to see that we are meeting. I don't know if that is a rule or not. I am not objecting this meeting, but I would like that point to be reviewed, and if you are saying that has been reviewed, I am ok with it.

### 3. ADJUSTMENTS TO THE AGENDA

None.

### 4. COMMISSIONERS' BUSINESS

None.

### 5. EMERGENCY BUSINESS

None.

### 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)

**Pat Farr:** States a potential conflict of interest having a son who is an AFSCME steward, but it is not a statutory conflict of interest, so he will participate in the discussion and the vote.

**Jacob Fox:** Just to be clear, the board order today does ask the board to approve an MOU that is in response to the COVID-19 pandemic, and the MOU that you will be deliberating on today will be effective from March 16<sup>th</sup>, so it will be retroactive to when this really became a big issue for businesses including the government, and it will run until the Federal Leave Laws become effective. The other thing that this order does, is asking for the board to approve me to negotiate the next MOU that will run from April 1<sup>st</sup> to a mutually determined end.

I also just wanted to mention that our Union Rep Monica, our Union President Teresa Hashagen, and our Union Vice President Kevin Cronin have been on daily phone calls with us, and have all been very supportive of their membership and very supportive of this MOU. In terms of communication with the union we have been active, and we are just very thankful for the relationship that we have with the union. So with that I will turn it over to Bailey who will walk you through the MOU.

**Bailey McEuen:** The first point in this MOU is telework as a precautionary measure for staff safety. Our goal is to get as many of our staff working remotely as possible. Our IT staff has done a remarkable job deploying telework so quickly for so many people. It is not possible for 100% of our staff members to work from home just given the nature of our work, many can, some can partially, so this MOU outlines telework versus in-office staff, and puts some framework and parameters around remote work including schedules and approved sites.

The next point is school closures, a lot of staff had to stay home due to school closures, we were fortunate that telework was deployed so quickly and that so many staff were able to continue to work from home, but in the event that a staff member could not work from home, and needed to stay home due to school closures, we've allowed them to take Paid Time Off, or what we call "TM," and allowed them to go up to 80 hours into the negative. This is possibly the most financially impact of MOU. We are trying to be flexible with the scheduling requirements in order to minimize this impact, for example allowing people to work flexible or alternative schedules when working remotely so that they can continue to care for their younger children while working.

There is another point about being medically mandated to stay at home, we are very fortunate that we have not had anyone that has been medically mandated to not work right now. In the event that there is, we have agreed to a paid administrative leave at 95% of that person's salary.

There have been a couple instances where we have asked, as a precautionary measure due to travel or other things, that we have asked them to stay home as to not potentially expose our other staff members. Since this has been an agency directive, we intend to make them whole. There have been a couple instances of this, due to pre-planned travel, and this would really just apply to people who can't work remotely.

So, with these different provisions, there have been a couple of asks that we have made and worked out to make it a little easier from an administrative standpoint to make us a little more agile in responding to this crisis. There are some working out of class pieces, just taking away some limits around employees working out of class that are in our current CBA, some scheduling pieces as well. Then we do have some contingencies around funding, and a stipulation that nothing in this MOU is subject to the grievance procedure, and that this doesn't set a precedence for future negotiation.

**Heather Buch:** You had mentioned that there isn't a particular end date, is that right? Because I'm used to seeing these with a particular end that that we can revisit if we so choose?

**Jacob Fox:** So, this specific end date runs from March 16<sup>th</sup> through to April 1<sup>st</sup>. For the MOU that I am asking the board to authorize me to negotiate and execute that would start the day that the Federal Leave begins, we are going to need to make some changes to this MOU, and the end date, we are trying to parallel with the school closures, but we are just not sure if the Governor will make changes that would warrant us making a change to that.

**Heather Buch:** I would suggest having something in there, even if it is just one month, so that we can renew and not just leave it open ended.

**Pete Sorenson:** I do think it is prudent to include an ending date, and would be happy to go along with any reasonable ending date that Jacob wants to insert and that the union wants to agree to.

**Jay Bozievich:** I just wanted to point out that the agreement has an end date in it, and the end date is April 1<sup>st</sup> just as Jacob described. I don't think we need to add anything about an end date, but if we wanted to add a clause about renewal that would be a whole different thing. But I think what Jacob was describing, is that it would give them time to figure out what is going on with the Federal Leave side, and when that second MOU would need to end. I am fine with it the way it is.

**Jacob Fox:** Just a clarification, the last paragraph of the board order, it does frame those two dates that you pointed out, and it does have language stating, "and the board further authorized the executive director execute... and to execute any subsequent modifications or extensions of the MOU." So I guess that is what we are asking for, I don't want to have to have a separate board meeting next week, I want to be able to negotiate the next reiteration of the MOU that will fold in more specificity around the Federal Leave parameters, because we still have a lot of questions about that. So that's what we are asking, and the union could come with asks as we negotiate that extension.

**Jay Bozievich:** Jacob I am good with the way that is worded in the board order, I trust you that if it is something that become additional compensation, that will be a mandatory subject of bargaining you will come back to us.

**Jacob Fox:** Yes, kind of what my plan is, is if there is anything of significant monetary value, I will confer with Char and Joe, Chair and Vice Chair, and get their sense of whether we need a separate board meeting or not. I will use my signing authority as kind of a benchmark of whether it should be coming back to the board.

**Heather Buch:** On that end date as of April 1<sup>st</sup>, I guess it confused me because it is only a couple days out, and so I think that initiated my question, because it though it was going to be further out than that. But I definitely trust your judgement Jacob of how you want to proceed.

**Jacob Fox:** I think generally, what I would probably do with the MOU is have the extension reflect whatever the school closure end date is, as sort of decided by the governor.

**Bailey McEuen:** Just for some context, we have been in discussion with the union before this emergency FMLA and Emergency Sick Leave Act being passed, so we just wanted to be very prudent financially and essentially this MOU is intended to bridge the gap until there is some sort of statutory leave, and then we will work with the union further for the next MOU that we intend to mirror school closures.

Motion: **Jay Bozievich**

Second: **Michelle Thurston**

**This motion is approved unanimously 7/0.**

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)

**Jeff Bridgens:** Introduces the cash flows of Public Housing including the operating subsidy from HUD which shouldn't change, and the rent portion that the agency will be watching very closely, and they will be watching what rent comes in for the first eight days of April. He talks about the financial modeling that Homes for Good is doing through the end of the year.

Jeff then talks about the real estate development reserves that the agency will rely on. The intent is to use these funds to the least extent possible, but it is unrestricted income.

Jeff then talks about the admin reserves for the Housing Choice Voucher Program, and the Per Unit Cost that Homes for Good will be monitoring as residents loose their jobs, report a loss of income, and have their rents adjusted. A higher Per Unit Cost could cause the agency to eat into the reserves.

Jeff talks about the third-party managed sites, and how Homes for Good is in contact with those property managers since Homes for Good may be responsible for making up losses.

**Jacob Fox:** In regards to the Housing Choice Voucher program, we are seeing a dramatic increase in request for us to increase our subsidy and decrease the amount that the voucher

holder pays on a monthly basis. So in a given month, before the pandemic, we would receive about 5 of these a day, and now due to people losing their jobs because of the pandemic, we are getting about 20-25 a day. The cumulative total change, since the pandemic started is about \$15,000 per month. Obviously, we are super early in this pandemic, but we anticipate these numbers to increase significantly over the next couple of months.

In the federal legislation that has passed there is a high likelihood that funding for the Housing Choice Voucher Program and Public Housing program could increase significantly, but we just don't know the specific details of what that might look like yet.

## **7. OTHER BUSINESS**

Adjourn