

# COLLECTIVE BARGAINING AGREEMENT (CBA)

Between

**TENDERLOIN HOUSING CLINIC**

and the

**LOCAL 1021  
SERVICE EMPLOYEES INTERNATIONAL  
UNION, CTW**

July 1, 2017 through June 30, 2020

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**COLLECTIVE BARGAINING AGREEMENT (CBA)**  
**By and Between**  
**Tenderloin Housing Clinic and Service Employees International Union, Local 1021**

This CBA is entered into this FIRST day of July 2017 by and between the Tenderloin Housing Clinic (THC), (hereafter called the "Employer") and Service Employees International Union (SEIU), Local 1021 (hereafter called the "Union".)

**ARTICLE 1. RECOGNITION**

The Employer recognizes the Union as the exclusive collective bargaining representative for Employees in the classifications referenced in the THC Bargaining Unit Classification and Rate of Pay Sheet of this CBA. The Union was recognized following a card check procedure held at the Employer's offices on March 14, 2006.

**ARTICLE 2. UNION SECURITY**

Section 1.

It shall be a condition of employment for Employees hired by the Employer after the execution of this CBA and who are covered by this CBA, to either: a) become and remain, members of the Union in good standing, or b) commence and continue payment to the Union of an equivalent service fee. This requirement must be satisfied not later than the thirty-first (31<sup>st</sup>) day following commencement of employment. Management will distribute and collect Union enrollment forms when collecting other forms for new Employees.

Section 2. Conscientious Objections

Notwithstanding any provision of this Article, any Employee hired subsequent to the effective date of this CBA who is a member of a bona fide religion, body, or sect which has historically held conscientious objections to joining or financially supporting Unions shall be exempt from the Union membership and/or equivalent service fee requirements of this Article provided however, that such an Employee shall be required, in lieu of compliance with this Article, to pay sums equal to the regular Union dues to any of the three charitable funds listed below that are exempt from taxation under Section 501 c (3) of the Internal Revenue Code:

1. St. Anthony's Dining Room
2. Coleman Advocates for Children
3. Project Open Hand

Proof of such payment shall be made by the Employee to the Union on a monthly basis.

Members in good standing shall be defined as employed members of the Union who tender periodic dues and initiation fees uniformly required by the Union as a condition of acquiring or retaining membership. Service fee payment shall not exceed the standard initiation fee and periodic dues uniformly required of Union members for representation on matter of wages, hours, and other terms and conditions of employment.

Section 3. Dues Deductions / Other Deductions

The periodic Union dues, fees, and other assessments will be deducted from the Employee's paycheck upon submission to the Employer of a properly written authorization by the Employee. Other assessments include, but are not necessarily limited to, periodic payments to the Committee On Political Education (COPE).

#### Section 4. Dues Delinquency

The Employer, upon written request by certified mail from the Union, shall discharge any Employee within five (5) business days after receipt of such notice that fails to comply with the terms of this Article.

#### Section 5. Hold Harmless

The Union shall indemnify and hold the Employer harmless from any and all claims, suits or other actions arising from the Article or complying with any request for termination of employment under this Article.

#### Section 6. Notification

The Employer shall supply the Union with names, addresses, classifications and work program of Employees hired or terminated within fifteen (15) business days of their hiring or termination by email to the person named by the Union. Upon written request from the Union and at least once a calendar year, the Employer will provide a hard copy and by email to the Union with names, addresses, telephone numbers, last four (4) digits of social security numbers, classifications, and work program of Employees covered under this CBA.

The Union may request additional reports as needed but no more frequently than two times per year. Such reports will be supplied electronically to the Union Field Representative or their designee.

### **ARTICLE 3. DISCRIMINATION**

#### Section 1. Equal Opportunity

The Employer, the Union, and the Employees agree that all Employees and applicants for employment are entitled to fair and equitable treatment and employment opportunities in aspects of Employer-Employee relationships, discipline, pregnancy, promotion, transfer, layoff, recall, and veteran's status, without regard to race, ancestry, color, religion, sex, national origin, age, sexual orientation, gender identity, marital status, physical or mental impairment, Union activity, or political affiliation.

#### Section 2. Sexual Harassment

The Employer, the Union and the Employees agree, that an Employee or applicant for employment shall not be the subject of sexual harassment. The Fair Employment and Housing regulations define sexual harassment as unwanted sexual advances, or visual, verbal or physical contact of a sexual nature when such conduct is made explicitly or implicitly a term or condition of employment, is used as a basis of employment decisions, or has the effect of interfering with work performance or creating an otherwise offensive working environment.

Employees who are aware of any violation of either law or this policy should immediately report the circumstances to the Tenderloin Housing Clinic Department Director, Human Resources or Executive Director. If an investigation confirms the offense, immediate disciplinary action, up to suspension without pay and including termination of employment, will be taken.

## **ARTICLE 4. UNION SHOP STEWARDS & REPRESENTATION**

### **Section 1. Official Representatives**

- A. The Union will notify the Employer in writing of the duly authorized Union Field Representative. The duly authorized representative of the Union will be permitted reasonable access for the purpose of seeing that the terms and conditions of the CBA are being observed. The Union Field Representative will exercise this right in a reasonable manner and will not disrupt the operation of the Employer
- B. There shall be one Shop Steward and one alternate in each facility owned or operated by the Employer. The Union shall supply the names, work locations, and hours of work of each Shop Steward and alternate to the Employer in writing.
- C. The Parties recognize that it is the responsibility of the Shop Steward to assist in the resolution of grievances at the lowest possible level. The Shop Stewards may advise Employees of their rights, responsibilities, and options under this CBA, but shall not assume the role of supervisor.
- D. Upon notification of an appropriate management person, Shop Stewards and designated officers of the Union subject to management approval, which shall not be unreasonably withheld, shall be granted reasonable release time to investigate and process grievances and represent fellow Employees in investigatory interviews conducted by the Employer.
- E. Shop Stewards shall not interfere with the work of any Employee. A Shop Steward may interview an Employee during the Employee's work time in order to investigate or process a grievance and disciplinary appeal with the prior notification, approval and coordination of the Employee's supervisor, which shall not be unreasonably withheld.
- F. Any meeting of a Shop Steward and supervisor shall be held in private surroundings and shall be held in a quiet and dignified manner.
- G. When there is no Shop Steward at a particular location any other Shop Steward, preferably the geographically closest, will act as the Shop Steward for the location.
- H. Bulletin Boards. The Employer agrees to provide space on an existing bulletin board at each work location covered by this CBA or if not available, allocate space which the Union may use to post notices of official Union business as it pertains to the Employees of Tenderloin Housing Clinic. The Union bulletin board or space shall be located in a staff-oriented area. The space provided will be maintained by the Union. The Union assumes all responsibility for the material contained in its notices and the postings shall be official correspondence from the Union.

### **Section 2. Shop Steward Training**

All authorized Shop Stewards shall be allowed eight (8) hours paid release time quarterly to attend Union Shop Steward training and Union contract seminars conducted by the SEIU. The 8 hours paid release time may be taken in part or in full, however, should a Shop Steward attend a whole day training for 8 hours, the Employer will only pay their regular work schedule that day, i.e. 7.5 hours. Employer must be notified at least ten (10) business days in advance of any release time. Shop Stewards must get prior approval, which shall not be unreasonably withheld.

### **Section 3. New Hire Orientation**

Shop Stewards shall receive timely notice of and shall be permitted to make appearances at New Employee Orientation sessions in order to distribute Union materials, and to make presentation about the Union, and to discuss Employee rights and obligations under the CBA. The Employer shall allow the Union Shop Steward at least 20 minutes to do the presentation. During such time, Employer personnel

present and other non-represented Employee/s shall leave the orientation room. The THC Chapter or Local 1021 Union Field Representative shall provide the Employer a list of authorized Union representatives who will be conducting Union orientation. The Union shall notify the Human Resources at least ten (10) business days in advance as to which Union representative will be conducting the Union orientation at a particular new hire orientation. The Union representative shall conduct the orientation professionally.

#### Section 4. Use of Employer's Facilities

If space is available and use shall not disrupt Employer operations, then the Employer shall reasonably make available to the Union, without charge, conference rooms and other meeting areas, for the purposes of holding meetings to conduct Union business within its scope of its representation of the unit during off-duty periods. The Union shall provide timely advanced notice of such proposed meetings. The Union will leave conference and other meeting areas in the same condition it was found in.

#### Section 5. Right to Representation

Should the Employer wish to meet a bargaining unit Employee for the purpose of conducting an investigation that might lead to the discipline of that Employee, the Employer must first inform such Employee three (3) business days in advance and will honor their right to have a Union Shop Steward or Union representative at the meeting. Both the Employee and Shop Steward shall be given the time off with pay to attend meetings with the Employer to take part in an investigatory meeting. An Employee may elect, in writing, to waive the three (3) business day waiting period and attend the investigatory meeting any time after receiving notification as stated above.

## **ARTICLE 5. DISCIPLINE AND DISCHARGE**

### **Progressive Discipline**

The Employer will use a system of progressive discipline using the steps outlined below. If an offense is egregious, specifically including but not limited to violence, threats of violence towards anyone on or near any THC premises, or theft, the Employer may skip certain steps of progressive discipline up to and including termination.

Every disciplinary step shall be conducted with the aim of resolving the problem, not of continuing on to the next step. The following goals shall be incorporated at every disciplinary step; written notices shall be detailed, information included shall be relevant and include ways to measure progress/completion. The corrective plan of actions shall be attainable and realistic in the setting.

Progressive steps are:

Verbal Counseling

Written Warning

Suspension of Employment (without pay)

Termination of Employment (Subject to the Special Grievance process in Section 6 below.)

The Employer may repeat the Written Warning Step up to one time for violations of the same infraction in this system.

In addition, the following may take place during an investigation:

Placing an Employee on Paid Administrative Leave (to protect the clients and/or volunteers, the Employee and the Employer when serious allegations are made). Paid Administrative Leave is not a punitive step.

## Section 1. Notification

- I. Employees shall receive notice of a disciplinary action or pending investigation within ten (10) business days of Employer learning of a violation. Unless the violation is egregious the right to discipline shall be lost.
- II. Employees shall be notified three (3) business days prior to any disciplinary action against them. An Employee shall receive a written notice from their immediate supervisor outlining the reason for the disciplinary action, *and* its possible outcome(s). An Employee may elect in writing to waive the three (3) business day waiting period and attend the discipline meeting any time after receiving written notification stated above.
- III. Once a written notice is received, it is the Employee's responsibility to seek Union representation. If an Employee elects, they may represent themselves by completing the Decline Shop Steward Form.
- IV. If the Shop Steward, Union Field Representative, if applicable, or Management is not available during this period, the timeline may be reasonably extended, if agreed by mutual agreement.

## Section 2. Right to attach Rebuttal

Employees have the right to attach a rebuttal within ten (10) business days to any disciplinary notice introduced into their personnel file. If an Employee does not attach a rebuttal it should not be considered agreement with the content of the disciplinary notice.

## Section 3. Special Grievance Procedure For Terminations

- A. An Employee subject to termination shall be entitled to a hearing if requested and the following:
  - I. A notice of the action
  - II. The reasons for the action
  - III. A copy of the charges and the materials upon which the action is based; and
  - IV. The right to respond, either orally or in writing, to the authority imposing the discipline

If the Employee requests, a Shop Steward, other Union officer, or the Union Field Representative can be present at any and all meetings between the Employee and the Employer.
- B. Upon the request of the Union or the Employee, within seven (7) business days after the notice of termination, a meeting will be held between representatives of the Employer, the Employee, and their representatives to discuss the termination including, but not limited to, the allegations(s), if the allegation(s) constitute just cause for the termination, and alternatives to termination.
- C. If, following the meeting in subparagraph 2, the Employer still intends to terminate, such notice will be presented to the Employee and the Union within seven (7) business days unless there is mutual agreement to extend.
- D. If, following the notice in subparagraph 3, the Union elects, the Union has seven (7) business days to request mediation through the Federal Mediation and Conciliation Service. This meeting will be held at the earliest possible opportunity.
- E. If, following mediation, the Employer still intends to terminate, the Union may request arbitration under the grievance section of this CBA. In selecting an arbitrator, the parties agree that if the first selection is unavailable for a lengthy period then the last struck arbitrator shall be consulted for availability. The parties agree that haste in reaching resolution is valuable to all.

## ARTICLE 6. GRIEVANCE PROCEDURE

### Section 1. Discipline And Contract Interpretation

In the event a dispute arises with reference to the interpretation or enforcement of this CBA, the following procedure shall be followed, provided that the matter be presented to grievance within five (5) business days for discipline and ten (10) business days for issues involving interpretation or application of this CBA, otherwise the right of grievance is lost. The purpose of the procedure set forth below is to provide the Employer, the Employees, and the Union an orderly means of resolving disputes, which may arise between them. NOTE: Special Expedited Procedure Applies to Terminations.

### Section 2. Grievance Defined

A grievance is a claim by an Employee or the Union concerning the interpretation or application of this CBA. The written, formal grievance shall contain a clear, brief statement of the issue, the date of the violation, the section(s) of the CBA allegedly violated, the proposed remedy, and shall be signed by the aggrieved party. The aggrieved party shall have the right to representation by a Shop Steward and/or Union Field Representative at each step of the grievance procedure.

Examples of Grievable and Non-Grievable Issues:

Grievable:

- Terminations after 90 day probationary period
- Demotions or salary reductions
- Suspensions without pay
- Violations of state, federal or local law, including violations of health and safety codes
- Breach of terms of the contract

Non-grievable

- Terminations during 90 day probationary period
- Disciplinary actions other than those cited above (e.g. written or verbal warnings not resulting in a consequence).
  - If, however, a written or verbal warning is subsequently introduced in a disciplinary action "with consequences" any and all written or verbal warnings in the personnel file shall be subject to the grievance procedure.
  - Written warnings must be completed on a form that permits the Employee to sign the document with the condition "I acknowledge receipt of this written warning but do not necessarily agree with the facts or the discipline."
  - Employees shall be given a copy of all disciplinary warnings
  - Employees may attach a rebuttal to any warning, which will be included in the personnel file. Failure to offer a rebuttal does not waive any legal rights.
- Voluntary resignations, including Employees who do not show up for work and do not follow the proper call in procedures for three consecutive days ("no call, no show")

### Section 3. Procedure

When an Employee has a problem they inform their supervisor, with or without the assistance of a Shop Steward and/or Union Field Representative, and attempts to resolve the problem informally by discussing the issue.

Step 1. If there has been no informal resolution of the dispute by the Employee and the Employee's supervisor, the next step to address the grievance is for the Employee to submit a written statement of the grievance to the Human Resources Director. It is the Human Resources Director's responsibility to supply a copy of the grievance to the Department Director or Designee; to respond in writing within ten (10) business days after receipt to the Union and Employee who filed the grievance.



Step 2. If the grievance is not satisfactorily resolved or if no answer is given within the time specified in Step 1, the Union Shop Steward or the Employee who filed the grievance may contact the Deputy Director or their designee in writing to request a meeting to hear the grievance within five (5) business days after the start of the Step 2 process. The Deputy Director or their designee shall reply to the grievance within ten (10) business days following such meeting.

Step 3. If the grievance is not satisfactorily resolved in Step 2, or if no answer is given within the time specified in Step 2, the Union may, by written notice to the Executive Director within five (5) business days for discipline or discharge and in ten (10) business days for issues involving interpretation or application of the CBA after the Step 2 response, or on the last day which the answer was due if none was given, requests that the grievance be heard by the Executive Director or his/her designee within five (5) business days after receipt of the notice. The Employer shall reply to the grievance within ten (10) business days after the Step 3 grievance meeting.

Step 4. If, within ten (10) business days following the Step 3 grievance meeting the grievance is not satisfactorily resolved, or if no answer is given within the time specified, the Union may request for final and binding arbitration. The parties will attempt to agree upon an impartial arbitrator. In the event the parties are unable to agree upon an impartial arbitrator, then either party may request a panel of seven (7) arbitrators from the Federal Mediation and Conciliation Service (FMCS) within fifteen (15) business days of the notice requesting arbitration to select an arbitrator to hear and resolve the grievance. The parties shall flip a coin to determine which party will strike first name from the panel, and then shall proceed. The arbitrator selected shall hear the grievance as soon as possible.

The Parties may agree to utilize FMCS for mediation prior to, or as an alternative to, arbitration.

The expenses of the arbitration shall be shared by the parties. Each party shall bear the cost of its own representatives and witnesses. The arbitrator selected shall not have the authority or jurisdiction to add to, subtract from, change, alter or modify any of the terms of this contract. The decision of the Arbitrator shall be final and binding upon the parties.

The time limits listed in the grievance procedure may be extended by mutual written agreement between the parties.

#### Section 4. Expedited Arbitration

By mutual agreement the Union and the Employer may agree to utilize the following expedited arbitration procedure. The arbitrator shall be selected in the regular manner or may be a mediator from the FMCS sitting as an arbitrator.

- 1) All efforts shall be made prior to the hearing to stipulate to the facts and the evidence to the record;
- 2) No attorneys shall be used. However the parties shall have the right to other representation;
- 3) There shall be no stenographic record of the proceedings;
- 4) Only oral closing arguments shall be used; no briefs will be permitted to be filed;
- 5) Only a bench decision shall be required. The arbitrator may write a one page decision if mutually requested by the parties.

## **ARTICLE 7. WORK SCHEDULE**

### **Section 1. Workweek**

The workweek is from 12:01 AM Sunday to 12:00 AM Midnight Saturday

### **Section 2. Workday**

The universal workday is a 24-hour period beginning at 12:01 AM and ending at 12:00 AM midnight each calendar day. The normal workday shift is a seven and a half (7.5) hour period with a forty (40) minute meal break.

### **Section 3. Housing Services Department – Rental Accounts Staff**

One day a month, herein referred to as “Check Day”, the Rental Accounts Staff of the Housing Services Department work and are paid 8 hours rather than the normal 7.5 hours. Rental Accounts Staff working and getting paid 8 hours on Check Day will not receive overtime pay, but will instead work and get paid for a 7-hour day on the Friday of the following week.

In the event the Rental Accounts Staff is no longer required to work 8 hours on Check Day due to adjusted business practices, this section shall be null and void.

### **Section 4 Last Minute Call**

In the event an Employee is required, due to staffing needs, to work at a facility other than their designated facility, they shall be given not less than one and one-half (1 1/2) hours notification. In the event notification is less than one and one-half (1 1/2) hours, THC shall reimburse any additional cost the Employee incurs in traveling between their designated facility and the facility they are assigned to cover. The reimbursement costs must be outside of the Employees’ normal travel and the Employee is responsible for following THC’s reimbursement policy to request reimbursement.

### **Section 5. Breaks**

Employees are permitted two (2) ten (10) minute paid rest breaks on each shift. Rest breaks will be taken as nearly as possible after two (2) hours of work and after six (6) hours of work. Meal breaks are forty (40) minutes. Thirty (30) minutes is unpaid and ten (10) minutes is paid of the forty (40) minute meal break.

#### **Coverage:**

- i. For Employees who work in a “public customer service position” (i.e. Desk Clerks and Administrative Staff) and cannot abandon their post, if two (2) Employees are scheduled to work a shift, one covers the desk while the other takes their meal and rest periods. If only one (1) person is scheduled for the front desk, but a peer staff (janitor, maintenance, associate) is on duty, the peer staff is responsible for covering the front desk while the Employee is on their meal break or rest period.
- ii. If only one (1) person is scheduled for the “public customer service position” and no peer staff is on duty, but a manager is, the manager is responsible for identifying the person to cover the desk while the Employee is on their meal break or rest period.

### **Section 6. Payday**

All Employees will be paid bi-weekly (every other Friday). If the payday falls on an observed Holiday, paychecks will be issued on the previous business day. The Employer will make every effort to issue all checks no later than 12:00pm. If payment is delayed past 12:00pm members will be allowed a thirty (30) minute paid release time to go to their bank. All check stubs will exhibit up to date accrued vacation and sick hours.

## Section 7. Alternative Work Schedules

The parties agree, subject to California State Law, to consider alternative work schedules that improve effectiveness of the workforce and the delivery of service.

## **ARTICLE 8. SELECTION AND HIRING**

### Section 1. Job Posting

- A. Postings will include title, salary, and location of position. Complete job descriptions will be made available at each Employer site. Jobs will be posted internally and externally simultaneously, and will be posted at 126 Hyde Street and at all other Employer sites.
- B. Job announcements for vacant bargaining unit positions to be filled will be posted in house within five (5) business days after the position is vacated or the Employee submits a letter of resignation to the Supervisor and the Director of Human Resources. If a position is being held for some period before posting, an internal notice will be posted to that effect giving the probable date for posting.

### Section 2. Selection and Hiring Criteria

- A. Former Employees who have been laid off or Employees who have had their hours reduced will first be notified, following internal postings, and offered reinstatement to the position with the program from which such layoff or reduction occurred.
- B. The most senior qualified internal applicant shall have priority for the position before any outside applicant is considered.
- C. Current Employees hired into vacant positions will be placed in the position without a break in THC seniority relative to benefits, and shall start to accrue seniority for layoff and recall purposes in the new classification at the program. The transferred or promoted Employee enters new probationary period. If the Employee does not pass the probation, they retain seniority to the old position. If the Employee passes the probation period, the Employee loses bumping rights to the old position. In the latter example, if there is a vacancy in the Employee's previous job classification, the Employee shall retain seniority rights when applying for the vacant position.
- D. If former Employees who were laid off refuse an offered position at their previous Full-Time-Equivalency (F.T.E.) and salary, they shall have exhausted their recall rights and their seniority shall be broken.
- E. Employees who have had their hours reduced and subsequently refuse a restoration to their same F.T.E. when offered must follow the normal process of applying for vacant positions as they become available.
- F. Case Managers, Housing Counselors, and Tenant Organizers shall have input in all initial interviews with candidates for Case Manager, Housing Counselor and Tenant Organizer positions.  
  
Employees involved in the hiring process must undergo training by the Employer's Human Resource Department to ensure compliance with confidentiality and other laws governing interviews.
- G. Preference in hiring may be given to the most senior qualified applicant who can enhance the gender and racial diversity of the particular unit, department or location.

### Section 3: Transfer Policy

#### A. Voluntary Transfers

After an Employee has been on the job nine (9) months, he or she can submit their name and requested shift(s) and locations to a Transfer Request List (TRL). Only Employees who have had no written discipline notices during the preceding six (6) months are eligible to transfer. All Employees on the TRL will be given preference for the open positions listed on the weekly Open Position Report.

I. A minimum of ten (10) openings will be filled from the TRL each year, unless there are fewer than ten (10) available. When a position becomes available, the Human Resources Department will review the TRL and ask each person who requested that shift or location if they are interested in the open position.

II. The Human Resources Department will contact the supervisor of the open position and inform them that a qualified internal candidate has requested transfer and schedule a time for the supervisor to review the Employee's file. The Supervisor will meet with the internal applicant and coordinate the transfer into the new role.

III. If there is more than one qualified internal applicant, the decision shall be based on seniority. Transfers of qualified staff may be delayed until the hiring of a replacement occurs, or for good cause as agreed upon by the Labor-Management Committee. An Employee who obtains a voluntary transfer cannot rejoin the TRL until they have worked in the current position for at least one year.

#### B. Transfer Request List (TRL)

An Employee can request their status and current position on the TRL by scheduling an appointment with the Human Resource Department to do so. An appointment will be setup within two (2) business days after the request. Once a month at the end of the month, the Human Resources Department will send the Union Field Representative the current TRL with the requesting Employee's name, position (on TRL), date of request, seniority date, shift requested, location requested and position requested.

#### C. Hostile Work Environment Transfer

A transfer that is requested by an Employee due to a hostile work environment created by a tenant, co-worker or supervisor will be acted upon within two (2) business days. The Employer will inform the Shop Steward if the claim of a hostile work environment is under internal investigation and is therefore delaying the requested transfer. The Employer reserves the option to return the worker to the original worksite if/when the work environment issues are rectified. Transfer due to a hostile work environment shall be reviewed after no longer than two months. The status of this kind of transfer may be changed to permanent placement at any time.

#### D. Procedure for Involuntary Transfers

Involuntary transfers may occur to accommodate a business need. Involuntary transfers shall be limited to two (2) months unless an extension is granted by the Labor-Management Committee. The process for selecting Employees for involuntary transfer is as follows:

- I. Supervisor seeks Employee from a worksite that they supervise whose shift most closely approximates that of Employee needing to transfer.
- II. If more than one Employee fits this description, supervisor will ask for volunteers. If nobody volunteers, transfer decision will be based on seniority.

Employer reserves the right to deny a transfer to/from a particular worksite if a conflict of interest exists (e.g. a family member or significant other lives or works at the building the Employee is applying to).

#### **E. Request for Promotion**

Employees are eligible to apply for promotions after six (6) months of employment with the Employer. Only Employees who have no active discipline notices in their personnel file are eligible to apply for promotions. The Employer reserves the right to waive this requirement upon the recommendation of the supervisor.

#### **F. On Call Program**

THC maintains an On-Call Program for Desk clerks, Janitors and Maintenance Workers. Employees should refer to THC's On-Call/Per Diem Staff agreement and THC's On-Call/Per Diem Staffing Policy and Procedures for an outline of the On-Call Program.

Any On-Call/Per Diem who works twenty two and one-half (22.5) hours or more, per week, for six (6) months, shall be offered the option to assume a regular full-time position, of the same job classification, from THC's Open Position (OP) Report, granted there is one available. Employees must be eligible to transfer per THC's transfer policy.

## **ARTICLE 9. SENIORITY AND LAY-OFF**

### **Section 1. Seniority**

- A. Seniority for regular full-time and regular part-time Employees is defined as the length of continuous employment based on the original date of hire with the Tenderloin Housing Clinic and City Housing, Inc., the wholly owned subsidiary that merged with the Employer in 2004.
- B. The parties agree to abide by the principle of classification and seniority for purposes of layoffs and recall.
- C. Employees' seniority rights shall be discontinued for any of the following reasons: Resignation, discharge for just cause, termination during the probationary period, layoff in excess of one (1) year without recall or failure to return to work within three (3) business days of receipt of a proper notice from the Employer by certified mail. This three (3) business day requirement can be extended by mutual agreement between the Employee and the Employer.
- D. Employees who resign their position in good standing and return to work for the Employer after less than one calendar year shall retain their seniority date adjusted for the period of resignation.

### **Section 2. Layoff and Recall**

- A. A layoff shall be defined as a non-disciplinary separation of an Employee based upon legitimate business needs as determined by the Employer. In reviewing the necessity for layoffs, the Employer agrees to make the determination based upon financial necessity. The Employer recognizes its obligation to bargain with the Union over the effects of any layoff of bargaining unit Employees and in that regard it agrees to review its determination by the contract and/or funding source financially reduced, or eliminated, thereby causing the necessity for layoffs.
- B. The Employer shall give Employees thirty (30) calendar days notice (unless the Employer is given less notice during funding negotiations or in the event of an unforeseen emergency or catastrophe), prior to the effective day of layoff. Except in the case of emergency, there shall be at least thirty (30) calendar days notice given to the Union prior to the layoff of any bargaining unit Employees.

- C. Employees shall not accrue seniority while on layoff, but shall not forfeit previously accrued seniority and benefits as defined in the terms of this CBA. In the event of recall within one (1) year of layoff, or rehire, an Employee's years of service shall continue from the date of return to service or rehire.
- D. Employees on layoff shall be responsible for informing the Employer of their current address and telephone number while on layoff.

## **ARTICLE 10. PERSONNEL POLICIES**

The Employer agrees to notify the Union in writing at least fifteen (15) business days prior to the effective date of any changes in the personnel policies. If requested, the Employer agrees to engage in impact bargaining with respect to significant or relevant changes to personnel policies. This is defined as changes that will have an adverse economic and/or job responsibility impact. The exception to this rule regarding a significant or relevant change would be required changes to be compliant with state or federal law.

## **ARTICLE 11. PERSONNEL RECORDS**

### Section 1. Contents

The information in an Employee's personnel file is permanent and confidential, and must be kept up to date. The Employee should inform the Human Resources Director immediately whenever there are changes in personal data such as address, telephone number, marital status, number of dependents, and person(s) to notify in case of an emergency.

### Section 2. Right to Inspect

An Employee has the right to inspect their personnel file at reasonable times, at a reasonable place, and on reasonable notice. An Employee has ten (10) business days to respond to documents in their file after reviewing the file. This response will be attached to the file copy and will remain in the file. No anonymous material shall be placed into the file of any Employee. In addition, Employees have the right to request copies of all employment-related documents. An Employee may inspect only his or her own personnel file and only in the presence of the Human Resources Director or their designee. With the written permission of the Employee, a Shop Steward or Union Field Representative may review the Employee's personnel file when in the presence of a departmental representative and obtain copies of the contents upon request.

### Section 3. Removal of File

Personnel files are the property of the Employer and may not be removed from the Employer's premises without written authorization from the Human Resources Director. Before a personnel file is removed from the Employer's premises, a copy of the entire file shall be created and presented to the Employee with a written explanation of why the file is being removed from the premises and to whom the file is being presented.

### Section 4. Subject to Review

Disciplinary actions that occurred before the signing of this CBA that are used in a subsequent grievance process shall themselves be subject to review. That is, past write-ups being introduced in a subsequent disciplinary hearing, will themselves become subject to the grievance procedure.

## Section 5. Period of Relevance

Materials relating to disciplinary actions in the Employee's personnel file, which have been in the file one (1) year shall not be used in a subsequent disciplinary process provided there has been no re-occurrence of the conduct on which the discipline was based. Reference to disciplinary actions, which were based on violations of law, such as for sexual harassment, are exempt from this provision.

## **ARTICLE 12. WAGES/SALARIES**

### Section 1. Rate of Pay

The rate of pay for each covered classification shall be found in Appendix A - the THC Bargaining Unit Classification and Rate of Pay Sheet. Changes to the data in the THC Bargaining Unit Classification and Rate of Pay Sheet during the life of the CBA will be maintained by Employer's Human Resources Department. The Union will be notified of any changes.

### Section 2. Pay Raises Cost of Doing Business (CODB) General Fund

If the City and County of San Francisco allocates a CODB percentage increase to the existing General Fund contracts and/or grants of the Employer, that percentage shall be applied to the rate of pay of each bargaining unit employee on his/her anniversary date of hire.

### Section 3 Bilingual Pay

Staff members in the following classifications:

Case Managers, Housing Planning Specialists, Housing Counselors, Representative Payees and Community Organizers who possess fluency in a second language (including American Sign Language) that are required to utilize their language skill in the delivery of services to clients/volunteers and agree to utilize their bilingual fluency to translate as needed within THC will earn an additional \$0.50 per hour shift differential. Staff who may be eligible will be required to pass a language proficiency test.

### Section 4 Cell Phone Use

Some Tenderloin Housing Clinic (THC) employees may be required to use cellular phones based on the needs and requirements of their position.

Any employee required to have and use their personal cellular phone will be reimbursed at a standard rate. For positions that require the use of a personal cellular phone for phone calls, texts, and emails on a smart phone device, the employee shall receive up to a sixty nine dollar (\$69.00) reimbursement per month. For positions that require the use of personal cellular phone for calls and texts only, the employee will receive up to a thirty six dollar (\$36.00) reimbursement per month. The reimbursement will be included on the employee's first paycheck of the following month.

## **ARTICLE 13. OVERTIME/COMPENSATORY TIME**

Each position with THC will be classified as non-exempt or exempt and this designation will be made clear to Employees at the time of hiring.

### Section 1. Non-Exempt Employees

All Employees covered by this CBA who are employed in a non-exempt capacity (as defined in the requirements of the Federal Fair Labor Standards Act and the California Labor Code) will be paid overtime at the rate of one and one-half (1-1/2) times the Employee's regular rate of pay for all hours worked in excess of thirty seven and a half (37.5) hours in one week (workweek is defined as Sunday

through Saturday) and for the first four and a half hours (4.5) in excess of seven and a half (7.5) in a single work day. Any hours in excess of the times indicated, will be paid in accordance with California's Overtime Law (FLSA).

Employees must receive advanced approval from their direct supervisor or the department director prior to any overtime. See Article 5, Section 1 and 2 of the CBA for definition of workweek and workday.

- A. Overtime at two (2) times the regular wage is paid for all hours worked in excess of twelve (12) in one workday.
- B. Part-time Employees shall not be required to work beyond their normal weekly schedule and there shall be no threat of negative consequences from their supervisor for not accepting additional hours.
- C. Employees must have prior approval from their immediate supervisor before working any overtime.

## **ARTICLE 14. BENEFITS**

### **Section 1. Group Health Insurance**

Health and dental benefits enrollment begins on the first of the month after 30-days from the employment qualifying date. Spouses, registered domestic partners and dependent children are eligible to participate in an Employee's health benefits package. An Employee may receive the cash equivalent of the Employer's cost of health coverage for the Employee's individual coverage if he/she provides verification that he/she has used the funds to acquire health benefits through a health carrier not supplied by the Employer.

If the increase to health care premiums for the Chinese Community Health Plan and Kaiser + Fidelity medical plans are 5% or below, the following table will determine the Employer's contribution:

	<b>Base Plan (CCHP)</b>	<b>Buy-Up Plan (Kaiser + Fidelity)</b>
<b>EE Only</b>	100%	100%
<b>EE + Spouse</b>	EE Only Rate for Base Plan	EE Only Rate for Buy Up Plan
<b>EE + Child(ren)</b>	95%	81%
<b>EE + Family</b>	EE + Child(ren) Rate for Base Plan	EE + Child(ren) Rate for Buy Up Plan

If the increase to health care premiums for either the Chinese Community Health Plan or Kaiser + Fidelity medical plans is above 5%, both parties agree to re-open the CBA to negotiate Article II. Benefits, Section 1. Group Health Insurance.

### **Section 2. 403B Plan**

Employees are eligible to enroll in an individual Tax-Sheltered Annuities plan (TSAs). An Employee of a non-profit organization can elect to defer a portion of their salary for retirement in what is called a 403(b) plan. A 403(b) plan is similar to the 401(k) plan that is offered to Employees of for-profit companies. Employer does not and is not responsible in advising appropriateness of or tax consequences related to participation. Employer holds no liability whatsoever for any and all losses suffered by an Employee with regard to his/her selection of the investments(s); the selection of the regulated investment company; or the solvency of, operation of, or benefits provided by designated regulated investment company. All changes and/or cancellation to deductions shall be made in writing to the designated investment company and by the Employer.



The Employer agrees to make the creation of an Employer match program for Employees enrolled in the 403(b) plan a top priority in every future contract year until funding for the program is achieved. The Union shall have right to negotiate for such a plan until it is in place.

The Employer will contact the Union, schedule a meeting, and provide information of the findings for potential Employer contributions for those Employees who contribute to the 403(b) plan no later than January 31, 2018.

### Section 3. Workers Compensation

When an Employee has suffered a work-related injury, the difference between workers' compensation benefits and the Employee's gross salary will, at the discretion of the Employee, be made up by utilizing unused accrued sick and/or vacation leave. The Payroll Unit of the Employer shall compute the number of hours needed and will make the necessary adjustments. Employees shall be required to provide to the Payroll Unit biweekly verification of workers' compensation payments received. Failure to provide such verification will result in the discontinuance of integration of sick and/or vacation leave with workers' compensation benefits.

### Section 4. COBRA Benefits

Any Employee, upon separation of service from the Employer, shall be given the option of continuing their medical and dental benefits, according to COBRA guidelines

### Section 5. Education and Wellbeing Fund

Employees are always encouraged to engage in educational activities that foster Professional Development and Personal Wellbeing.

- A. Professional Development  
Employees can engage in Professional Development educational activities by furthering their education levels, participating in work-related conferences and attending training events.
- B. Personal Wellbeing  
Employees can engage in Personal Wellbeing educational activities by participating in organized classes, trainings, and activities provided by reputable academic, medical, professional and civic organizations that address physical and mental health wellbeing. Approved activities include, but are not limited to, stress management workshops and smoking cessation workshops. Activities not approved by this fund include, but are not limited to, services such as gym memberships, social clubs, massages, therapy and acupuncture.

Based on this, the Employer agrees to annually allocate the amount of five thousand dollars (\$5,000) for tuition, fees and supplies for Professional Development and Personal Wellbeing educational activities, as well as payment of certain licensing fees for full- and part-time Employees.

This fund is available on a first come, first serve basis until the \$5,000 is exhausted in a fiscal year.

It is mutually agreed between the Employer and the Union that Employees should enroll in free or low cost programs when possible rather than higher cost but substantially similar programs. The parties agree that the Employer has the right to deny a request for reimbursement in all such situations. The Union or the Employee may question the denial but cannot grieve.

The maximum allocation per Employee will be \$200 for the period of July 1<sup>st</sup> through December 31<sup>st</sup> and \$200 for the period of January 1<sup>st</sup> through June 30<sup>th</sup> of each year.

Members are required to apply to the Human Resources Director for approval of funds. Employer retains the discretion to determine which activities are appropriate for this fund. The following steps outline this process:

1. Employee must submit a Request for Reimbursement form to their Supervisor stating the need for the reimbursement along with supporting documentation.
2. The Human Resources Director, in coordination with the Employee's Supervisor and Director of Finance, will approve/disapprove the request for reimbursement.
3. After completion of the approved educational activity the Employee is required to provide proof of attendance and documentation of successful completion (passing grade required for coursework), at which time reimbursement will be made.
4. When requested, in some select circumstances, the Employer may elect to advance the cost of the program up to the maximum allowable allotment.

#### Section 6. Employer Initiated External Training

- A. The Employer may allow Employees to attend, during normal working hours, approved workshops, seminars, conferences and training sessions, which are work-related. The following shall be paid by the Employer: fees for workshops, seminars, conferences, and training sessions, public transportation costs and/or mileage at the current IRS rate, parking costs and toll charges.
- B. In accordance with the current practice, any Employee who is approved for Employer initiated external training will continue to receive their regular wages for the time spent in the training.

#### Section 7. In Service Training

The Employer may provide in-service training for Employees that is relevant to program needs. Required attendance at an in-service training should be considered a duty assignment for the purposes of payment of wages. When attendance is required at a program during non-work hours, or not contiguous to normal work hours, Employees shall be paid a minimum of four hours.

#### Section 8. Flexible Benefits Plan - Section 125

Employees are eligible to enroll in one or both of the following Flexible Spending Accounts (FSA): a Dependent Care Reimbursement FSA and a Health Care Reimbursement FSA.

The FSA allows the Employee to set aside a set amount of money from their salary on a pre-tax basis each year in order to pay for approved health care expenses and/or approved dependent care expenses. The amount an Employee chooses to deduct from their paycheck is placed in a special account that allows the Employee to pay for those approved expenses throughout the year. FSAs may be used to pay for a wide range of non-insurance covered services and out-of-pocket expenses, such as qualified daycare and elder care expenses, prescription eyewear, deductibles and co-payments.

All Employees are eligible on the date of hire to establish a Dependent Care Reimbursement FSA. All full-time Employees who have completed six months of employment are eligible to establish a Health Care Reimbursement FSA.

#### Section 9. Commuter Benefits

Employees are eligible to enroll in the employers Commuter Benefit program. The Commuter Benefit Program allows employees to pay for commuter benefits for transit, van pool, and or parking with pre-tax money from their salary. After an employee enrolls in the Commuter Benefit Program they will receive a commuter card within 2-3 weeks with their selected dollar amount loaded to the card. Each month the commuter card will reload the selected dollar amount on the first day of every month. The commuter card

can be used to pay for transportation in any Bay Area transit system, including the Clipper Transit Card, MUNI and BART and/or parking. Employees may enroll, re-enroll, change the terms of enrollment or withdraw on a monthly basis.

Employees may enroll in the Bike Commuter Benefit Program when using a bicycle for their commute. When an employee enrolls in the Bike Commuter Program the employer will contribute \$20.00 per month for each enrolled employee. The employer's payment is sent directly to the Bike Commuter Program carrier. The Bike Commuter benefit program works as a reimbursements benefit, employees will need to pay for the needed repairs and submit receipts to the Bike Commuter Benefit Program carrier for reimbursement.

#### Section 10. Life Insurance and Long Term Disability

After six months of employment with Employer, Employees will be automatically enrolled in a life insurance program and a long-term disability insurance program. All Employees who work a minimum of 30 hours per week will be eligible for these benefits. The Long Term Disability insurance pays 60% of monthly earnings after 180 consecutive days of disability. Life insurance coverage is in the amount of \$30,000.

### **ARTICLE 15. HOLIDAYS, VACATONS, SICK LEAVE**

#### **Section 1. Holidays**

A. THC follows the Holiday Schedule below:

- New Year's Day
- Martin Luther King Day
- President's Day
- Memorial Day
- Independence Day
- Labor Day
- Indigenous Peoples Day
- Veteran's Day
- Thanksgiving Day
- Friday after Thanksgiving
- Christmas Day
- Employee's Birthday

(Must be taken in the calendar month of the employee's birth date on file. Employee must follow Employer's Vacation Leave policy when requesting the Birthday Holiday.)

All regular full time Employees are paid for the above holidays. Employees regularly scheduled to work on a holiday will be paid for the holiday, plus any hours worked that day (double time).

When an Employee who does not work on the day of the holiday calls in sick on the day prior to or following the holiday on more than one occasion in a calendar year; a note from a medical provider will be required to excuse the Employee's absence. If proper documentation is not submitted the Employee will not receive pay for the holiday.

Also, hotels must operate 24 hours a day and staffing is critical to the operation of hotels. Therefore, holiday pay will not be awarded to an Employee who has an unexcused absence for the holiday shift they were scheduled for.

When the Employer determines it is not possible to release all Employees who request the holiday off, the right to take the holiday off shall be granted in order of seniority within each location or department. Likewise if more Employees want to work a holiday than are scheduled the decision shall be made in order of seniority.

## B. Holidays for Part-time Employees

Part-time Employees receive holiday pay pro-rated based on their standard weekly hours worked.

## C. Holidays During Vacation

If a holiday falls within an Employee's vacation, the day will not be counted as a vacation day.

## D. Holidays on Regular Day Off

If a THC observed holiday falls on a regular day off, the Employee shall be paid for the holiday at the straight time rate.

## E. Saturday or Sunday Holidays

When a holiday falls on a Saturday or Sunday, respectively, the preceding Friday or the following Monday shall be observed consistent with the day of celebration determined by the City and County of San Francisco.

## F. Working on a Holiday

Employees regularly scheduled to work on a holiday will receive one day's regular wage in addition to pay for all hours worked on the holiday.

## G. Floating Holiday

All full-time regular Employees receive three floating holidays per year in addition to vacation and sick leave and the Employer's regular holidays. These three floating holidays allow Employees to have additional paid leave for personal reasons such as religious observances, significant personal events, etc. Employees qualify for floating holidays after they have passed the 90-day orientation period. Two floating holidays will be granted to the employee's floating holiday balance on January 1 and one will be granted to the employee's floating holiday balance on July 1.

Floating holidays may be used to cover full day absences only. Each employee's floating holiday balance may not exceed fifteen (15) hours at any time. Once the floating holiday balance cap is reached, no further floating holiday grants will be awarded until the employee's floating holiday balance is less than the cap. Upon termination of employment, any unused floating holiday balance will be paid to the employee along with any other wages owed.

Requests must be submitted a minimum of one day prior to the requested day off and must be approved by the supervisor, through the time keeping system.

## H. Battery Pay

Employees will receive regular pay for absences from work to attend Worker's Compensation approved medical appointments to treat physical injuries sustained by battery while on duty, and not covered by Worker's Compensation.

Additionally, employees will receive regular pay for absences not covered by Worker's Compensation due to the three (3) day Worker's Compensation waiting period for physical injuries sustained by battery while on duty.

Employees must provide Human Resources with a doctor's note for each approved medical appointment within two (2) business days of the visit.

## Section 2.        Vacation

### A. Vacation Accrual

Regular full-time and part-time Employees are entitled to paid vacation. Regular full-time Employees accrue vacation as described below. Part-time Employees accrue vacation on a pro-rata basis. Employees accrue vacation on a monthly basis and amounts are stated on the pay stubs.

Vacation time for full-time Employees accrues as follows:

During 1st year:	7.5 hours per month
During 2nd year:	8 hours per month
During 3 <sup>rd</sup> year:	8.66 hours per month
During 4 <sup>th</sup> + 5 <sup>th</sup> years:	10 hours per month
During 6 <sup>th</sup> - 9 <sup>th</sup> years:	13.34 hours per month
During 10th year +:	16.66 hours per month

Part-time Employees accrue vacation on a prorated basis. Vacation time for part-time Employees Accrues follows:

1-10 hours per week	25% of full-time accrual rate
11-20 hours per week	50% of full-time accrual rate
21-31 hours per week	72% of full-time accrual rate

### B. Maximum Accrual

Vacation time can accrue up to a maximum of one hundred and sixty (160) hours for employees who have worked from date of hire through year nine (9). Vacation time can accrue up to a maximum of two hundred (200) hours for employees beginning in their tenth (10) year of employment. Once this cap is reached, no further vacation will accrue until some vacation time is used. There is no retroactive grant of vacation compensation for the period of time the accrued vacation compensation was at the cap.

Employees who have been employed for one (1) year shall be eligible to cash out up to half of their vacation accrual two (2) times per calendar year.

### C. Scheduling Vacation

When requesting vacation time off, an Employee submits a request for time off to their immediate supervisor through the time keeping system at least two (2) weeks in advance. If approved, the requested time off will automatically be recorded on the Employee's timecard in the time keeping system. If the supervisor determines that the request cannot be accommodated, they will reject the request in the time keeping system and discuss it with the staff person to select a time that can be accommodated.

Vacation time can generally be used after two (2) months of employment when work schedules permit. Vacation time can only be used once it has been accrued. Requests to use vacation time that has not yet been accrued must be made in writing to the Human Resources Director or designee.

Employees may utilize one vacation day with one day's notice to their supervisor with supervisor's approval through time keeping system procedure.

### Section 3. Sick Leave

#### A. Eligibility

Regular full-time Employees accrue sick time at 7.5 hours per month for a total of 12 days a year.

#### B. Maximum Accrual

Regular part-time Employees accrue sick time on a pro-rata basis. Sick time can accrue up to a maximum of 16 days (120 hours). Once this cap is reached, no further sick time will accrue until some sick time is used. There is no retroactive grant of sick compensation for the period of time the accrued sick compensation was at the cap.

#### C. Utilization

Sick leave pay is available only if the Employee or a member of the Employee's immediate family (parents, children, and/or spouse, and/or domestic partner) are in fact ill, disabled, or injured. The Employer may request as proof of illness a note from a health care provider, before paying sick leave if there has, within the previous twelve (12) month period, been a documented pattern of sick leave use or the use of an excessive number of sick leave days. The Employer must previously have informed the Employee if a note shall be required for a future illness.

When calling in sick, an Employee should contact their immediate supervisor two (2) hours prior to the start of the shift for the day they are calling in sick. If the Employee is unable to speak directly to the immediate supervisor, they must leave a message on the supervisor's voicemail to ensure the supervisor is aware of the absence. If the Employee is unable to speak directly to the supervisor, in addition to leaving a voicemail, they must contact Human Resources. If the Employee has not called in by the start of their shift, they will not be paid for the day unless a written statement from medical personnel is provided to explain why the Employee was unable to call earlier in the day. If an Employee is unable to work for four or more days they must bring a doctor's verification to Human Resources.

#### D. Medical, Dental, Eye Care Appointments

When an Employee needs to take sick time off for a medical appointment, the Employee should notify their direct supervisor one-week prior to the appointment if possible. The supervisor will then pass the information on to Human Resources to be recorded.

Sick time may be used when an Employee is sick, for medical and dental appointments, or for the illness or medical appointment of dependent children, parents, spouse or registered domestic partner.

#### E. Vacation and Sick Leave

If an Employee becomes ill during a vacation, and the illness prevents the Employee from taking a previously scheduled vacation, the Employee may opt to utilize sick leave in lieu of vacation leave. The Employee must provide adequate verification to the Employer of both the illness and the impact in order to qualify.

#### F. Reporting Requirements

If any Employee is out sick or hospitalized for seven calendar days or more due to illness that is not work related, they are encouraged to apply for State Disability Insurance (SDI) benefits. Human Resources will supply the necessary forms to apply for SDI, but it is each Employee's responsibility to complete the application.

### G. Integration With State Disability Insurance

When an Employee is eligible to receive disability benefit payments, they may receive full disability benefit payments plus such portion of accrued sick leave pay as shall aggregate to an amount equal to, but not exceeding, the Employee's regular rate of pay. At the Employee's request, sick leave and/or vacation pay shall be integrated with disability benefits, State Disability Insurance (SDI), Workers' Compensation, or any other disability income an Employee may be eligible for, so that the sum shall not exceed one hundred (100) percent of the Employee's regular net pay. In cases of industrial injury where the Employee is entitled to Workers Compensation Insurance payments, the same method of integration of accrued sick leave shall apply.

### H. Catastrophic Leave Policy

Employees, at their own election, may donate up to two of their accrued vacation days to a co-worker who has exhausted their own accrued sick leave. This election can only be exercised one time every six months and must be within the same budget unit.

## ARTICLE 16. LEAVES OF ABSENCE

### Section 1. Family Medical Leave Act (FMLA) and California Family Rights Act (CFRA)

The Employer agrees to comply with the Federal FMLA and the CFRA, both of which require the Employer to permit each eligible Employee to take up to twelve (12) work weeks of FMLA and/or CFRA leave in any twelve month period. To be eligible for FMLA and/or CFRA leave, the Employee must have been employed by the Employer for at least 12 months, must have worked at least 1250 hours during the 12-month period immediately preceding commencement of the leave, and must be employed at a worksite where the Employer has 50 or more Employees within 75 miles. Events which may entitle Employee to FMLA and/or CFRA leave are set forth in the Employer's Personnel Policies Manual. FMLA can be taken for contiguous days or weeks or intermittent leave down to one hour in length. Further extensions of time off may be approved at the discretion of the Human Resources Director with approval of the Deputy Director.

### Section 2. Paid Family Leave (PFL)

For California Employees covered by State Disability Insurance and who have earned at least \$300 from which deductions were withheld, PFL insurance provides up to six weeks of benefits for individuals who must take time off to care for a seriously ill child, spouse, parent, or domestic partner, or to bond with a new minor child. Employees are not required to use their vacation time for this leave if they do not choose to. Employees, at their sole discretion, may elect to supplement their PFL with accrued sick leave or vacation time up to their normal earnings. When members are on PFL they shall also be considered to be on FMLA/CFRA if they qualify.

### Section 3. Personal Leaves of Absence

A personal leave of absence without pay may be granted to a regular full-time Employee who has completed one (1) year of employment, upon written request at least one (1) month in advance (except in case of emergency), subject to the approval of the Department Director and Human Resources Director. Such leave may be granted up to ninety (90) calendar days.

### Section 4. Bereavement Leave

Upon the Employee's request they shall be granted up to three (3) regularly scheduled working days per event with pay when absent because of the death of an immediate family member. Immediate family is defined as spouse, domestic partner, child, parent, sibling, grandchild or grandparent. Stepfamily relationships, guardianships and maternal or paternal aunts and uncles are not automatically considered

immediate family and details of the relationship may be requested. Members of the Employee's immediate household and others may be considered as immediate family if approved by the Employer.

When the death or service occurs outside the State of California the Employee may request, and shall be granted, up to three (3) additional regularly scheduled working days, which shall be without pay unless the Employee elects to utilize accrued vacation days. The employer may require verification upon the Employee's return to work.

Employees may request an unpaid leave of absence of up to ninety (90) days, per the terms of Article 13, Section 3 of the CBA when necessary to resolve legal and personal issues resulting from a death. This leave shall not be unreasonably denied.

#### Section 5. Jury Duty/Witness Leave

A leave will be granted to support an Employee in fulfilling their obligations as a citizen to serve as requested. An Employee called to jury duty must notify their supervisor immediately and produce a copy of the jury summons. An Employee will be paid the difference between their regular pay and jury pay up to ten working days, but only after submission of a jury summons and compensation receipts. The Deputy Director reserves the right to waive the ten working day restriction when necessary.

#### Section 6. Military Leave

The Employer will provide leave in accordance with all Federal laws relative to military leave of absence.

#### Section 7. Pregnancy Leave, Adoption, Foster Placement

Employees shall be entitled to a leave of up to four (4) months with no restriction based on length of employment in the case of the birth of a child. Other leaves shall be handled in accordance with the FMLA and/or CFRA where applicable.

In the case of Adoption or Foster Placement in the Employee's home, Employees shall be entitled to a leave of up to four (4) months. This provision shall apply to one foster placement per year

#### Section 8. Leaves and the Probationary Period

An Employee's probationary period will automatically be extended by the duration of any leave of absence.

### **ARTICLE 17. LABOR / MANAGEMENT COMMITTEE**

The Employer and the Union agree that communication is beneficial to the collective bargaining relationship. To that end, a Labor-Management Committee shall be established and shall be composed of four (4) Management representatives of the Employer and four (4) Employee representatives of the Bargaining Unit - all Employees of the Employer. Upon the request of either party the Committee shall meet on paid time at a mutually agreed upon time and place to address topics of mutual interest and concern, including, but not limited to, health and safety, policies and procedures. The activities of the Committee are advisory and not subject to the CBA's grievance procedure. The parties shall submit agenda items at least one week before the scheduled meeting. If either party requests a meeting, the meeting will be scheduled within two weeks of the request unless both parties agree otherwise. Meetings will not be scheduled more often than monthly without the consent of both parties.



## **ARTICLE 18. COMPLETE CBA AND BENEFICIAL PRACTICES**

This CBA contains all of the covenants, stipulations, and provisions agreed upon by the parties hereto, and no agents or representatives of either party have the authority to make, and none of the parties shall be bound by or liable for, statements, representations, promises, or agreements not set forth herein, unless agreed to, in writing, by the parties signatory to this CBA.

The Employer and the Union agree that any practice, policy or working condition in existence prior to the negotiation of this CBA, that is beneficial to Employees but not addressed in this CBA, shall continue in force; unless or until the parties mutually agree otherwise. No Employee shall suffer a loss in benefits as a result of the negotiation of this contract, except where the loss was negotiated.

This CBA supersedes any prior agreement, whether oral, written or implied, concerning wages, hours or working conditions of Employees covered by this CBA.

## **ARTICLE 19. MANAGEMENT RIGHTS**

It is mutually agreed that it is the Employer's exclusive duty and right to manage the operations of the Employer and to direct the working forces. This right includes, but is not limited to, the right to determine the number and location of facilities, determine the size of the work force, set personnel policies, hire, transfer, promote, demote, schedule, determine job content, reclassify, lay off, discipline, or discharge Employees, subject to the conditions provided herein or mandatory subjects of bargaining.

## **ARTICLE 20. RIGHT TO PRIVACY IN THE WORKPLACE**

Employees subject to this CBA shall have a reasonable expectation of privacy and to be secure from unreasonable searches and seizures on their person and their work area to the extent provided by law.

## **ARTICLE 21. NO STRIKE AND NO-LOCKOUT**

The Employer and the Union agree that so long as this CBA is in effect, there shall be no lockout, strike, or work slowdown.

## **ARTICLE 22. HEALTH AND SAFETY**

The Employer will make every reasonable provision for the health and safety of Employees. The Employer and the Union recognize the applicability of Federal and State laws surrounding the conditions of employment.

## **ARTICLE 23. AMERICANS WITH DISABILITIES ACT (ADA)**

The Americans with Disabilities Act of 1990 (ADA), as subsequently amended, and the corresponding California Law prohibit discrimination against persons with disabilities. It is the policy of the Employer to comply with the provisions of these Acts when applicable.

## **ARTICLE 24. DIGNITY AND RESPECT**

The Employer agrees that THC managers and supervisors should always treat their Employees with courtesy, dignity and respect. No Employee shall be disciplined or reprimanded in the presence of tenants and/or co-workers.

The Union and the Employer agree that courtesy in day-to-day communications between Employees and supervisors and managers of the Employer should always be present in the Labor-Management relationships.

#### **ARTICLE 25. PROGRAM CHANGES**

In the event of a cancellation of a contract, a relocation of a program, an addition of a new contract and/or program, and/or a decrease or increase in program funding that affects bargaining unit positions, the Union shall be given notice of such actions(s) in advance, which shall not be less than thirty (30) calendar days, unless the Employer is given less notice or in the event of an unforeseen emergency or catastrophe.

#### **ARTICLE 26. SAVINGS CLAUSE**

If any provision of the CBA or the application of such provision to any person or circumstances be ruled contrary to law by any federal or state court or duly authorized agency, the remainder shall not be affected.

#### **ARTICLE 27. DURATION OF THE CBA**

This contract shall be in effect from July 1, 2017 to and including June 30, 2020 and from year to year thereafter, unless at least sixty (60) days prior to June 30, 2020 or any subsequent anniversary day thereafter, either party gives written notice to the other of its desire to terminate or make changes in this contract.

Notwithstanding the above, the parties agree to re-open the contract to negotiate one (1) economic issue each per year, and two (2) non-economic issues, provided either party must deliver to the other, at least sixty (60) days prior to June 30, 2020 a notice of its desire to re-open the CBA.

### APPENDIX A THC Bargaining Unit Classification and Rate of Pay Sheet

Job Title	Starting Hourly Pay Rate	Annualized Rate @ 1950 hours per year	No. of existing positions
Administrative Associate - Property Management	\$18.9460	\$36,944.68	2
Administrative Associate- Housing Services	\$18.9460	\$36,944.68	1
Office Coordinator- Housing Services	\$19.1133	\$37,270.89	1
Administrative Associate - Transitional Housing & Support Services	\$18.9460	\$36,944.68	1
Case Manager - Master Lease	\$20.1751	\$39,341.43	37
Case Manager - Shelter + Care & VASH	\$21.2133	\$41,365.93	13
Lead Rental Accounts Specialist	\$23.7774	\$46,365.93	1
Rental Accounts Specialist	\$21.2133	\$41,365.93	3
Housing Counselor	\$20.7058	\$40,376.30	5
Janitor	\$14.2354	\$27,758.98	42
Desk Clerk	\$14.2354	\$27,758.98	118
Senior Maintenance Worker	\$18.4076	\$35,894.89	3
Maintenance Worker	\$16.3370	\$31,857.22	27
Representative Payee	\$20.0123	\$39,024.08	5
Lead Community Organizer	\$21.0769	\$41,099.95	1
Organizing Program Associate- CCSRO	\$18.9460	\$36,944.82	1
Community Organizer- CCSRO	\$20.0000	\$39,000.00	1
Community Organizer-CEOP	\$20.0000	\$39,000.00	1
Community Organizer-MPP	\$20.0000	\$39,000.00	1
Community Organizer-LaVoz	\$19.2773	\$37,596.00	1
Housing Planning Specialist- Transitional Housing	\$21.2370	\$39,744.51	2
Housing Planning Specialist – Stabilization Program	\$21.2370	\$39,744.51	3

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**All bargaining unit positions are classified as non-exempt, according to FLSA guidelines.**

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**Wage table reflects potential earnings for 37.5 hours per week, 52 weeks per year, 1950 work hours per year**

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**Hourly non-exempt staff is paid for the number of hours worked in the pay period.**

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**Service Employee International Union Local 1021****AND****Tenderloin Housing Clinic****Side Letter Agreement #1**

Preserved for historical reference only: Part of July 1, 2012 – June 30, 2014 C.B.A.

The Union agrees that the elimination of the vacant desk clerk positions as identified by Employer to the Union will require a one-time permanent business need transfer of two employees. In addition, Employer agrees to follow **Article 6 Selection and Hiring; Section 3 Transfer Policy; D. Procedure for involuntary Transfers**. Due to this one-time permanent transfer, it is not subject to the two (2) month limitation or Labor/ Management Committee approval. Employer agrees to provide the Union with the names of the identified employees who are subject to the permanent transfer. Employer will provide a two (2) week notice prior to implementation of the identified transfers.

Meal periods that are "on-duty" are subject to State and Local laws, which include wage payment requirements for "on-duty" meal periods.

This agreement does not change or alter **Article 6 Selection and Hiring; Section 3 Transfer Policy**.

**Service Employee International Union Local 1021****AND****Tenderloin Housing Clinic****Side Letter Agreement #2**

Within 10 business days of receipt of information from THC's funder(s), the employer will contact the Union Field Representative and Bargaining Team to set up a meeting to provide information regarding any funds given to address staff affected by the San Francisco's planned minimum wage increase for July 01, 2018.

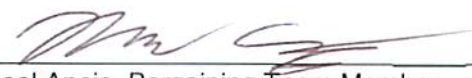
## SIGNATURE PAGE


IN WITNESS THEREOF, the parties have hereto, by their authorized representatives, executed this Collective Bargaining Agreement:


**Service Employees International Union  
(SEIU) Local 1021:**

  
John Scott, Shop Steward  
Date: 8/14/2017

  
Nick Jenkins, Shop Steward  
Date: \_\_\_\_\_


  
Neal Aneja, Bargaining Team Member  
Date: 9/11/17

  
Andrea Pelous, Union Field Representative  
Date: Aug 14, 2017

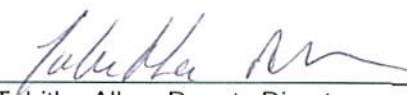
  
David Canham, Field Director  
Date: 8-17-17


  
John Stead-Mendez, Executive Director  
Date: \_\_\_\_\_

**Tenderloin Housing Clinic, Inc.  
(Employer):**

  
Jaime Quijano, Human Resources Director  
Date: 8/14/17

  
Caroline Iltis, Human Resources Manager  
Date: 8/14/17

  
Tabitha Allen, Deputy Director  
Date: 8/14/17

  
Randy Shaw, Executive Director  
Date: 8-14-17



Service Employees International Union – Local 1021  
350 Rhode Island Street, Suite 100S  
San Francisco, CA 94103  
415-848-3611

Field Representative \_\_\_\_\_

Union Steward \_\_\_\_\_

Telephone Number \_\_\_\_\_