



Date Presented: 08/29/2022

Time Presented: \_\_\_\_\_

**TENTATIVE AGREEMENT**

**Service Employee International Union Local 1021  
AND  
Tenderloin Housing Clinic**

Negotiation Agreement:

Both parties agree to the following attached package proposals:

- Benefits
- Wages
- Holidays
- L.O.A (Mental Health Days)
- Longevity Bonus
- Floating Holiday
- Duration of CBA
- Side Letter #1 One Time Bonus
- Side Letter #2 Compaction Pay

**Any sections of the current CBA not expressly proposed to be modified by either party are understood to be maintained in the successor agreement.**

*[Signature]* 8/29/22      *[Signature]* 8/29/22

For Tenderloin Housing Clinic

*[Signature]* 8/29      *[Signature]* 8/29/22

For SEIU 1021

8/29/22

*[Signature]*      *[Signature]* 08/29/22



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**THC PACKAGE PROPOSAL- BENEFITS**

**Proposed**

THC agrees to SEIU counter and will not increase employee contributions for the current plan year.

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 8.5% or below, the following table will determine the Employer’s contribution:

	<b>Base Plan (CCHP)</b>	<b>Buy-Up Plan (Kaiser + Fidelity)</b>
EE Only	100%	100%
EE + Spouse	EE Only Rate for Base Plan	EE Only Rate for Buy Up Plan
EE + Child(ren)	95%	81%
EE + Family	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 8.5%, both parties agree to re-open the CBA to negotiate Article II. Benefits, Section 1. Group Health Insurance.



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**THC PACKAGE PROPOSAL-WAGES**

**Proposed**

**ARTICLE 12. WAGES/SALARIES**

**Current**

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.

**Proposed**

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

**2.a Pay Raises Cost of Doing Business (CODB) / Cost of Living Adjustment (COLA) General Fund**

If the City and County of San Francisco a funder allocates a CODB that can be used for wage increases or alternatively COLA to be used for wage increases, percentage increase to, the existing General Fund contracts and/or grants of the Employer, that percentage CODB or COLA increase shall be applied to the rate of pay of each bargaining unit employee working within the contract with the funder for which the increase was issued on his/her anniversary date of hire. Increases will be made in alignment with guidelines provided by the funder. Implementation will occur in a reasonable period following the approval of the associated budget that includes the increase.

**2.b Additional Funding Based Increases**

If a funder allocates additional funding for wage increases for union classifications to the existing General Fund contracts and/or grants of the Employer other than those identified in Section 2a —such as a range increase—, employee wages for each bargaining unit employee for which the increase specifically applies will be increased to the approved rate for those identified union classifications retroactive to the effective date of the approved budget. Implementation will occur in a reasonable period following the approval of the associated budget that includes the increased funding.



Date Presented: 08/28/2022

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## THC PACKAGE PROPOSAL- HOLIDAYS

### Proposed

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

##### Section 1. Holidays

##### A. Employer observes the following Holiday Schedule:

New Year's Day

Martin Luther King Day

President's Day

Cesar Chavez

Memorial Day

Juneteenth

Independence Day

Labor Day

Indigenous Peoples Day

Veteran's Day

Thanksgiving Day

Friday after Thanksgiving

Christmas Day

Employee's Birthday (THC additional Observed Holiday)

(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.)



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### THC PACKAGE PROPOSAL - L.O.A

**Proposed:**

New Section – Mental Health Days (Under Leave of Absence Section)

Employees shall receive 3 paid “Mental Health Days” per calendar year to be used following a stressful and/or traumatic event such as: the death of a client; physical violence; being subjected to threats or significant verbal abuse; or any other similar stressful and/or traumatic events. Human Resources will approve the use of “Mental Health Days.” Human Resources reserves the right to collect evidence of traumatic experience as appropriate from supervisors and employees.

**THC Notes to Proposal:** THC reserves the right under Article 19. to adopt a policy regarding the allotment, approval, and use of the “Mental Health Days”



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### THC PACKAGE PROPOSAL- LONGEVITY BONUS

#### PROPOSED:

In the fiscal year(s) that the City and County of San Francisco allocates a CODB percentage increase to the existing General Fund contracts and/or grants of the Employer, the Employer will allocate unused CODB funds associated with the salary budget lines to provide longevity bonuses. Longevity bonuses shall be a one-time payment during the corresponding fiscal year paid to staff at the following date of hire anniversaries:

#### 3 YEAR BONUSES:

- 3 years: \$500
- 6 years: \$700
- 9 years: \$800
- 12,15,18,21 years (and every three (3) years thereafter): \$900



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### THC PACKAGE PROPOSAL-FLOATING HOLIDAY

**Proposed:**

**ARTICLE 16. HOLIDAYS, VACATONS, SICK LEAVE**

**Section 1. Letter G. Floating Holiday**

All full-time regular Employees receive ~~three~~ four (4) floating holidays per year in addition to vacation and sick leave and the Employer's regular holidays. These ~~three~~ four (4) 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 (2) floating holidays will be granted to the employee's floating holiday balance on January 1 and ~~one~~ two (2) 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.



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### THC PACKAGE PROPOSAL - Duration of the CBA

#### ARTICLE 27. DURATION OF THE CBA

##### Current

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 a one (1) time contract re-open request each between July 1, 2017 to June 30, 2020 \* to negotiate clarification of current contract language for one (1) economic issue 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.

\*SEIU requested a re-open via letter dated June 14, 2018

##### Proposed

This contract shall be in effect from the date of ratification until June 30, 2025 and from year to year thereafter, unless at least sixty (60) days prior to June 30, 2025 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 a one (1) time contract re-open request each between July 1, 2017 to June 30, 2020 \* to negotiate clarification of current contract language for one (1) economic issue 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.~~





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**THC PACKAGE PROPOSAL- SIDE LETTER #1**  
**One- Time Bonus**

Current THC bargaining staff with 3 or more years of service as of July 1, 2022, will receive \$ 650.00 as a one-time bonus. This one-time bonus shall be paid the first full pay period following ratification of a successor Collective Bargaining Agreement.



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**THC PACKAGE PROPOSAL- SIDE LETTER #2**  
**Range and Compaction Increases as a result of funding changes for 2022**

This side letter is being entered into between the parties in order to demonstrate the initial implementation of Article 12 Section 2(b) based upon the known increases at the time of this Total Tentative Agreement. The positions that are receiving base pay rate increases are not receiving CODB and/or COLA increases pursuant to Article 12 Section 2(a).

Compaction Calculation:

This compaction pay calculation shall apply to current staff working in HSH funded positions that are being paid at a rate above the starting base rate for their position prior to implementing new base pay rate where a funder has issued a base rate increase for that position (versus a COLA or CODB wage increase). As of the ratification date any employee meeting this criterion will receive compaction pay equal to the amount of base rate pay increase issued by funder for the lowest pay rate in that position. This is only applicable to positions listed below in which the funder issued a base rate increase, and to individuals that were being paid at a rate above the base rate prior to implementation of the newly increased base rate.

Base rate and compaction increases will also be provided for DBI funded positions. Compaction pay will be calculated and issued using the same methodology used for HSH positions as noted above. Because the funder for DBI funded positions has yet to issue funding for a base rate increase and associated compaction for the Organizing Department staff, to provide this base rate increase and associated compaction pay to Union staff working in the Organizing Department, THC will delay recruiting for a management position and use those funds for Union base rate and compaction increases for the following positions:

\$22.20 per hour for Organizing Program Assistant  
\$25.00 per hour for Community Organizers  
\$26.02 per hour for Lead Community Organizer

If DBI issues any funding for base rate increases and associated compaction pay, the employer will use those funds to fill the management position that is on hold.

Example of Compaction Pay:

HSH funded Desk Clerk base rate will be increased from \$17.34 per hour to \$22.00 per hour. The difference between the old base rate and the new base rate is \$4.66 per hour. All current HSH funded Desk Clerks whose base pay rate prior to implementing the new base pay rate was above \$17.34 per hour will receive a raise of



# Tenderloin Housing Clinic

Housing, Legal, and Supportive Services

\$4.66 per hour as compaction pay. All current HSH funded Desk Clerks whose base pay rate prior to implementing the new base pay rate was \$17.34 will have their base pay rate increased to \$22.00 per hour.

Positions eligible for compaction pay and amount of compaction pay:

Job Title	Hourly Pay Rate	New Hourly Pay Rate	Compaction Pay
Administrative Associate	\$19.6960	\$21.0747	\$1.3787
Office Coordinator	\$19.8633	\$21.2537	\$1.3904
Case Manager	\$20.9251	\$28.0000	\$7.0749
Case Manager CoC	\$21.9633	\$28.0000	\$6.0367
Clinical Case Manager	\$26.5000	\$32.5367	\$6.0367
Lead Rental Accounts Specialist	\$23.7774	\$30.4762	\$6.6988
Rental Accounts Specialist	\$21.9633	\$28.6621	\$6.6988
Housing Counselor	\$21.4558	\$28.0000	\$6.5442
Janitor	\$17.3400	\$23.0000	\$5.6600
Desk Clerk	\$17.3400	\$22.0000	\$4.6600
Senior Maintenance Worker	\$22.8206	\$27.0706	\$4.2500
Maintenance Worker	\$20.7500	\$25.0000	\$4.2500
Representative Payee	\$20.7623	\$28.0000	\$7.2377
Lead Community Organizer	\$23.8269	\$26.0256	\$2.1987
Community Organizer	\$22.8013	\$25.0000	\$2.1987
Organizing Program Associate	\$20.7500	\$22.2025	\$1.4525

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

Job Title	Starting Hourly Pay Rate	Annualized Starting Rate @ 1950 hours per year	No. of existing positions
Administrative Associate	\$21.0747	\$41,095.70	4
Office Coordinator	\$21.2537	\$41,444.78	1
Case Manager	\$28.0000	\$54,600.00	46
Clinical Case Manager	\$32.5367	\$63,446.57	3
Lead Rental Accounts Specialist	\$30.4762	\$59,428.59	1
Rental Accounts Specialist	\$28.6621	\$55,891.11	4
Housing Counselor	\$28.0000	\$54,600.00	5
Janitor	\$23.0000	\$44,850.00	46
Desk Clerk	\$22.0000	\$42,900.00	110
Senior Maintenance Worker	\$27.0706	\$52,787.67	3
Maintenance Worker	\$25.0000	\$48,750.00	29
Representative Payee	\$28.0000	\$54,600.00	4
Lead Community Organizer	\$26.0256	\$50,749.92	1
Community Organizer	\$25.0000	\$48,750.00	5
Organizing Program Associate	\$22.2025	\$43,294.88	1
Transitional Housing - Desk Clerk	\$18.2504	\$35,588.18	5
Transitional Housing - Janitor	\$18.2504	\$35,588.18	1
Transitional Housing - Maintenance Worker	\$21.8394	\$42,586.78	1
Transitional Housing - Housing Planning Specialist	\$23.1413	\$45,125.57	2

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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

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

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## WAGES - NOTES

**The Following is a note to the wages proposal that will be reflected in Appendix A outlining the wage increases announced by funder:**

### **HSH Funded Positions-**

- HSH funded positions base rate increases and associated compaction pay are reflected in attached Appendix A and Side Letter #2

-Although THC does not have the guidance from the funder regarding the 5.25% cost of living increase, Administrative and Office Coordinator staff funded under HSH contracts that are not receiving a base rate increase will instead receive an agreed upon 7.00% cost of living increase. There are five (5) total Administrative and Office Coordinator positions funded by HSH contracts.

### **APD Funded Positions-**

APD notified THC that they have issued a budget increase to address wages and operating costs. THC is waiting for final approval of the updated budget from APD and if the budget is approved, Desk Clerks, Janitors and Maintenance Workers working in the APD contract will receive the same base rate increase and associated compaction pay as the HSH funded Desk Clerks, Janitors, and Maintenance Workers.

The Housing Planning Specialist position will receive a new base rate increase to 26.30 per hour and current staff would receive associated compaction pay.

### **DBI Funded Positions-**

DBI has not issued any funding for base rate increase or associated compaction pay. In an effort to issue a base rate increases and associated compaction pay to Union staff working in the Organizing Department, THC will delay recruitment for a management position to have salary savings to fund this effort upon ratification of the bargaining agreement. If DBI funds any base rate increases at a later date, THC will use those funds to back fill the salary of the management position that was used for the union base rate increases and then recruit for that position. Below are the base rate increases for the Organizing Department staff. Compaction is reflected in Side Letter #2.

\$22.20 per hour for Organizing Program Assistant

\$25.00 per hour for Community Organizers

\$26.02 per hour for Lead Community Organizer