

COLLECTIVE BARGAINING AGREEMENT

between

**OFFICE AND PROFESSIONAL EMPLOYEES
INTERNATIONAL UNION, LOCAL 29
AFL-CIO**

and

SAN FRANCISCO MARIN FOOD BANK

September 16, 2020 to ~~July~~^{JUNE 30} 31, 2023



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9/16/2020 – 07/31/2023

AGREEMENT

THIS AGREEMENT is entered into on the 16th day of September, 2020, by and between the SAN FRANCISCO-MARIN FOOD BANK, hereinafter referred to as “the Employer”, and OFFICE AND PROFESSIONAL EMPLOYEES UNION, LOCAL 29, OFFICE AND PROFESSIONAL EMPLOYEES INTERNATIONAL UNION, AFL-CIO, CLC, hereinafter referred to as “the Union.”

PREAMBLE

The Employer and Union agree that all employees shall treat each other, regardless of position, with dignity, respect, courtesy, trust, and without harassment.

ARTICLE 1. UNION RECOGNITION

The Union is recognized by the Employer as the exclusive bargaining representative of the Employees whose scope of job classifications were listed in the SF- Marin Food Bank’s Voter Eligibility List for NLRB Case No. 20-RC-249726 in addition to the Union contested positions of Government Affairs Manager, Community Engagement Manager, and Receptionist, which do not fall within one (1) of the excluded categories or employees referred to in the next sentence. All other employees including, but not limited to Executive Staff, Managers and Department Heads, Confidential Employees, and Supervisors as defined in the National Labor Relations Act are excluded from the bargaining unit.

ARTICLE 2. HIRING, PROMOTION AND TRANSFER

- (A) New Hires
The Employer may hire employees from any source. The provisions that the Employer may hire employees from any source shall apply to new hires only. Any person may be employed who, in the judgment of the Employer, will make the best employee, and the Employer shall be sole judge of the fitness of any applicant for the job.

- (B) Job Posting
The Employer will make reasonable efforts to provide growth and promotional opportunities to its existing union staff. In that effort, all position vacancies shall be posted on the Employer’s website and to a designated bulletin board in each facility. The employer will wait a minimum of ten (10) days after the position is posted before hiring.

- (C) Job Postings Provided to Steward
A copy of all position vacancy postings for positions subject to this Agreement shall be provided to a designated steward at the time of posting.

ARTICLE 2. HIRING, PROMOTION AND TRANSFER - *continued*

- (D) Interviews of Internal Applicants
Qualified internal applicants who submit an application within the designated ten (10) day internal posting time period shall be interviewed for a union position vacancy.
- (E) Training Period for Promotion to Higher Level
Employees who are promoted to a higher level shall undergo a training period of up to thirty (30) calendar days.
- (F) Training Period for Lateral Transfers
Employees who are accepted for a lateral transfer within the same wage level shall be subject to a maximum training period of thirty (30) calendar days. A lateral transfer shall not affect pay rates or seniority.
- (G) Training and Wage Rates for Transfer to a Lower Level
Employees who apply for and accept positions of a lower level shall be subject to a maximum training period of thirty (30) calendar days. Employees who apply for and accept positions at a lower level as a result of position elimination, layoff, reduction in hours, or other involuntary displacement at any time after such displacement has been announced or otherwise confirmed shall have their salary red circled for up to six (6) months after which the employee's salary will be reduced to the appropriate rate at the new level. Employees who apply for and accept positions at a lower level on their own initiative, absent any involuntary displacement or reduction in hours, shall be paid at the rate appropriate for their seniority step at the new lower level.
- (H) Return to Former Position
If the employee is not certified competent and/or does not wish to remain in the new position within thirty (30) calendar days, he/she may return to his/her former position at the appropriate level and wage class for that position with no loss or penalties.
- (I) Lead Positions
All lead vacancies shall be posted as open, competitive positions.

ARTICLE 3. JOB DESCRIPTIONS

- (A) Job Descriptions Maintained and Updated
Job descriptions for each job classification shall be prepared and maintained and shall be updated as necessary. Updated job descriptions shall be provided to a union steward and union representative via email. Nothing stated in this Agreement will restrict employees from performing duties not stated in the job description. Employees assigned to work in classifications for a higher pay grade for more than one day will be paid at a rate at least equal to the minimum of the higher pay grade for the duration of the assignment.

ARTICLE 3. JOB DESCRIPTIONS - *continued*

- (B) Employee to Receive Copy of Job Description
Each employee shall be given a copy of his/her position's job description upon hire to any new position and upon revision of their current job description.
- (C) Change to Job Duties Requiring Training
In the event changes or additions are made to an employee's job description or job duties, or in the event that new technology or equipment is introduced into a department, the Employer will provide affected employees with training as needed so they may adapt to the changes. Method, duration and location of training will be determined solely by the Employer.

ARTICLE 4. SENIORITY

- (A) Definition of Seniority
Seniority refers to the length of continuous service by an individual employee.
- (B) Effect on Seniority of Time Spent Out of the Bargaining Unit
Should a union employee accept a non-bargaining unit position, and then return to a bargaining unit position within a twelve (12) month period, their seniority in the bargaining unit shall remain. Should this period of time exceed twelve (12) months, seniority for the purposes of wages, transfers, vacation selection, or any other rights governed by seniority shall be lost.
- (C) Break in Seniority
Seniority shall be broken by discharge, resignation or twelve (12) months after layoff or commencement of disability.

ARTICLE 5. STEWARDS

- (A) Number of Stewards
The Union may elect or appoint up to six (6) stewards. The Employer shall be notified in writing of each steward change before a new steward officially begins service.
- (B) Steward Activities During Off Duty Time
Such stewards make every effort to limit their activities to non-work times and to times when the employees whom they represent are off duty, unless requested by the employer to perform services during worktime. However, stewards will be compensated for time spent attending any Weingarten meetings.
- (C) Notification to Employer of Steward Changes
If the Employer has not been notified of a new steward appointment, such steward shall not be authorized to represent an employee or in any way participate in administering this agreement.

ARTICLE 6. UNION REPRESENTATIVES

(A) Union Representative Access

Authorized representatives desiring to observe the operation of this Agreement at the two San Francisco and Marin Food Bank warehouse/office locations shall notify the Vice President of Human Resources twenty-four (24) hours in advance. A designated shop steward shall accompany the representative on tour. A representative may not interrupt work or communicate with the employees while they are on working time.

(B) Grievance Investigation at the Worksite

In the event that an authorized representative of the Union wishes to investigate a grievance by way of a tour, the Vice President of Human Resources will make arrangements for such tour so that there will be the least possible work interruption. In order to expedite the procedures, it is expected that a tour can be arranged within three (3) working days of the notice of the grievance. A representative may not interrupt work or communicate with the employees while they are on working time.

ARTICLE 7. DISCIPLINARY ACTION, SUSPENSION, DISCHARGE

(A) Introductory Period

Employees shall be employed for a ninety (90) day introductory period during which they may be terminated for any reason which the Employer considers just and sufficient. Working hours do not include sick leave, vacation leave, unpaid leave, disability leave, and/or any hours where an employee is not performing job duties. A manager may extend the introductory period one time only for a maximum of thirty (30) days upon approval by the Union. This extension shall be in writing to the employee, with a copy to their personnel file and the Union.

(B) Just Cause for Discipline

Following the introductory period, the Employer shall have the right to discipline, suspend, and/or discharge employees for just cause. The employee shall have the right to protest such action through the grievance procedure.

(C) Progressive Discipline

The following progressive discipline may be administered at the discretion of the Employer:

- Verbal warning
- Written warning
- Suspension or final warning in lieu of suspension
- Termination

One or more of these steps may be skipped, including going to immediate termination, as determined by the Employer depending on the reason of the discipline and/or termination.

ARTICLE 7. DISCIPLINARY ACTION, SUSPENSION, DISCHARGE - *continued*

- (D) Investigations and disciplinary meetings. Any investigatory action or disciplinary meeting will be conducted by HR or an HR-designee.

- (E) Union Member May Request a Steward be Present
An employee may request that a union steward be present in meetings during which disciplinary action is being taken or during investigatory meetings which may lead to disciplinary action. This request may be made at any time during the meeting.

- (F) Management May Request a Witness be Present
Management may request that a witness be present in meetings during which they are administering disciplinary action. This request may be made at any time during the meeting.

- (G) Employee Signature
Employee signatures may be requested on warning notices as an acknowledgement of receipt, but not as an admission of guilt.

- (H) Record of Disciplinary Notices and Copies to Union
A copy of each warning notice shall be placed in the employee's personnel file. The Employer shall also forward a copy of a warning or other disciplinary notice to a union steward and the union office. Each disciplinary notice shall clearly state in the subject line the level of disciplinary action that is being taken.

- (I) Employee Response to Discipline
An employee may file a response to any warning notice as outlined in the GRIEVANCE AND ARBITRATION ARTICLE of the contract. If an employee does not wish to file a formal grievance, but still wishes to respond to a warning notice, the employee may do so at any time. Failure to file comments shall not be viewed as being in agreement with the warning notice.

ARTICLE 8. GRIEVANCE AND ARBITRATION

Grievance Definition, Purpose and Procedure

The purpose of the procedure set forth below is to provide the Employer, the employees, and the Union with an orderly means of resolving disputes that may arise between them. It shall be the exclusive means for the resolution of employees' and Union grievances against the Employer.

The calculation of periods of time shall exclude periods within which the Employer is closed during holidays or other complete shutdown. "Days" shall be defined as working days.

Grievances that are not filed within the specified time limits are waived. Failure of the Employer to act within any time limit set forth herein shall entitle the grievant to proceed to the next step.

ARTICLE 8. GRIEVANCE AND ARBITRATION - *continued*

Grievances shall be processed in accordance with the procedures as outlined below:

(A) Discharge and Suspension

Except in cases where an employee can be suspended or discharged without a warning letter, an employee subject to suspension or discharge shall be allowed to remain on the job without loss of pay, or be placed on paid administrative leave at the choosing of the employer, unless and until the suspension or discharge is sustained under the grievance procedure. The Union agrees that it will not unreasonably delay the processing of such cases. An employee remaining on the job under this provision may be removed from service if he/she commits another disciplinary offense for which he/she is subject to suspension or discharge without a warning letter under this Agreement.

(B) Resolution of Grievances:

Step 1. Meeting with Manager: Should any controversy, dispute or disagreement constituting a grievance arise during the term of this Agreement, prior to filing a grievance, the employee or steward will (1) send an email or other written communication describing the proposed grievance to the Vice President of Human Resources or other person designated by the Employer and (2) discuss the matter with the Vice President of Human Resources or other person designated by the Employer. The email and subsequent discussion shall occur with five (5) days (exclusive of Saturdays, Sundays and contract holidays) of the date the employee knew or by reasonable diligence could have known of the alleged occurrence. If the employee so requests, the union steward, or another employee if the steward is not available, may also be present. The Vice President of Human Resources or other person designated by the Employer will provide an answer in writing to the employee and/or the union steward no later than the end of five (5) days (exclusive of Saturdays, Sundays and contract holidays) following presentation of said controversy, dispute, or disagreement. If this does not resolve the disagreement, such dispute shall be addressed as follows:

Step 2. Written Grievance: The employee's grievance shall be submitted in writing by the union steward or union representative to the Vice President of Human Resources or other representative designated by the Employer within ten (10) days (exclusive of Saturdays, Sundays and contract holidays) of the Employer's written response to the employee as set forth in Step 1 above. The Vice President of Human Resources or other person designated by the Employer will provide an answer in writing to the employee and/or the union steward by the end of ten (10) days (exclusive of Saturdays, Sundays and contract holidays) following the presentation of the grievance.

ARTICLE 8. GRIEVANCE AND ARBITRATION - *continued*

Step 3. FMCS Mediation: If the grievance is still not settled in Step 2, the Union shall within ten (10) days (exclusive of Saturdays, Sundays and contract holidays) of such written answer from Employer in Step 2, above, send written notice to the Employer setting forth the nature of the grievance, the individuals involved, the dates of occurrence, and remedy sought. A meeting with the Union, the Employer and a Mediator from the Federal Conciliation Service will be arranged and a mutually agreeable location and time to review and discuss resolution of the grievance. Any findings or recommendations of the Mediator shall not be utilized in arbitration should the grievance remain unresolved.

Step 4. Arbitration: If the grievance is still not settled in Step 3, the Union shall, within ten (10) days after conclusion of Step 2 mediation (exclusive of Saturdays, Sundays and contract holidays) notify the Employer of its desire to submit the Grievance to Arbitration. Notification to submit the grievance to arbitration by the Union must be in writing. The Union and the Employer may select an arbitrator by mutual agreement within ten (10) days (exclusive of Saturdays, Sundays and contract holidays). If the Union and the Employer are unable to mutually agree on an arbitrator, the Union shall request a list of 5 arbitrators, all of whom are members of the National Academy of Arbitrators, from the American Arbitration Association (“AAA”). Within ten (10) days of receiving the list, the parties will select an arbitrator from the list by each deleting a name on the list, starting with the union. Of the three arbitrators remaining on the list, the arbitrator who has the earliest availability shall be the arbitrator selected by the parties. Each party shall bear the expense of the presentation of its own case. The decision of the arbitrator upon the question in dispute shall be final and binding upon the parties hereto, provided that the arbitrator shall not have the authority to change, alter, modify, or enlarge any of the terms or provisions of this agreement. The decision and award, if any, shall be based solely on the evidence presented to the arbitrator by the respective parties in the presence of each other. The arbitrator’s fees shall be split evenly between the parties.

ARTICLE 9. BULLETIN BOARDS

(A) Bulletin boards may be used for official notices concerning meetings, conferences, elections, and activities. The Union shall deliver notices to a designated steward for posting, with a copy to the Office of Human Resources. Human Resources will respond within 24 hours if there is a potential issue with the posted item.

ARTICLE 10. UNION SECURITY

(A) **Union Membership**

All employees subject to this Agreement shall be required as a condition of continued employment to maintain their membership in the Union in good standing for the remainder of the term of the Agreement. All employees hired after the date of contract ratification, and who are subject to this Agreement, shall, not later than the thirty-first (31st) day following the commencement of employment, become and remain a member of the Union and in good standing for the life of the Agreement. "Membership in good standing" means the tender of periodic dues and initiation fees uniformly required by the Union as a condition of acquiring and retaining membership.

(B) **Initiation Fee**

Employees hired after September 16, 2020, will be subject to the full initiation fee. Employees shall pay the Initiation Fee via the employer's payroll deduction process. An employee may elect to pay the Initiation Fee over the first two months of employment.

(C) **Counseling for Failure to Maintain Membership**

If an employee has failed to maintain membership as required in paragraphs (A) and (B) above, and will therefore be subject to termination as described below, the Union may arrange a meeting with the Employee and a Union Representative to counsel the employee. The Vice President of Human Resources or his/her designee may be invited to be present at the meeting.

(D) **Proof of Failure to Maintain Membership and Termination**

The Employer, upon written notice and documentary proof that an employee has failed to maintain membership as required by paragraphs (A) and (B) above, shall terminate the employment of such employee unless the Employer has reasonable grounds for believing that Union membership, as set forth in paragraph (A), was denied or terminated for reason other than failure to maintain good standing as defined in paragraph (A).

(E) **No Discrimination**

Neither the Employer nor the Union, under the terms of this Agreement, shall in any way discriminate against any employee by reason of his/her membership or non-membership in the Union.

(F) **Written Authorization for Payroll Deduction of Dues**

Upon written authorization of the employee, the Employer agrees to make a deduction from the employee's paycheck for payment of union dues. The authorization shall remain in force until revoked in writing or until the employee is no longer on payroll due to termination or any leave without pay status. Dues and fees collected by the Employer will be transmitted to the Union within a reasonable period after the deductions are made. The Employer accepts no responsibility for errors or omissions.

ARTICLE 11. MANAGEMENT RIGHTS CLAUSE

The Employer retains, solely and exclusively, all the rights, powers, and authority exercised or possessed by it prior to the execution of this Agreement, except as expressly limited, delegated, or deleted by a provision of this Agreement. Any intent to change an existing practice of the employer not delineated in this Agreement will be communicated to the Union in writing within 5 days of the intent to change except in the event of a disaster or an emergency. Without limiting the generality of the foregoing, the rights, powers, and authority retained solely and exclusively by the Employer, except as limited, delegated, or deleted by this Agreement include:

- 1) To the executive management and administration of the Food Bank and its properties and facilities;
- 2) To manage, direct, and maintain the efficiency of its business and personnel;
- 3) To manage and control its departments, buildings, facilities, equipment, and operations;
- 4) To create, change, combine, or abolish jobs, departments, and facilities in whole or in part;
- 5) To discontinue work for business, economic, medical, or operational reasons;
- 6) To direct the workforce;
- 7) To increase or decrease the workforce;
- 8) To modify existing job descriptions and/or create new job descriptions;
- 9) To determine staffing patterns and levels and the number of Employees needed;
- 10) To lay off Employees;
- 11) To hire and promote Employees;
- 12) To suspend, discipline and discharge Employees;
- 13) To investigate Employee misconduct and implement appropriate disciplinary action;
- 14) To establish work standards;
- 15) To establish schedules of operations;
- 16) To establish goals and objectives of its Employees' performance;
- 17) To specify or assign overtime;
- 18) To require employees to record their hours (including meal periods)
- 19) To implement timekeeping payroll and system procedures;
- 20) To schedule and direct volunteers so long as it does not displace current bargaining unit staff members.
- 21) To assist in the work;
- 22) To determine working hours, shift, and days off;
- 23) To adopt rules of conduct, appearance and safety, and penalties for violations thereof;
- 24) To define and alter participant base;
- 25) To determine the type and scope of work to be performed and for the services to be provided to participants;
- 26) To determine the methods, processes, means, and places of providing service to participants;
- 27) To determine the quality of participant services;
- 28) To acquire and dispose of equipment and facilities;
- 29) To determine the places where work will be performed;

ARTICLE 11. MANAGEMENT RIGHTS CLAUSE - *continued*

- 30) To hire temporary Employees for designated periods of time;
- 31) To pay wages and benefits in excess of those required by this Agreement;
- 32) To effect technological changes in its equipment and operations;
- 33) To sell, close, or dispose of all or part of the Facility;
- 34) To set the number, location, or types of facilities;
- 35) To set the organizational and financial structure of the Food Bank;
- 36) To select, retain, or discontinue all food and vending machine supplies and the prices of their products or services;
- 37) To determine the scope and services within levels of care, additions, or deletions to unit specific skills rosters;
- 38) To determine shifts, the types of shifts, and the number of hours which constitute a shift (e.g. 8, 10, 12) for any unit or other division or subdivision of the Food Bank;
- 39) To adopt reasonable rules and regulations;
- 40) To determine the financial policies including all accounting procedures, and all matters pertaining to public relations.

The exercise of the foregoing powers, rights, duties, and responsibilities by the Employer and the adoption of policies, rules, regulations, and practices in furtherance thereof, shall be the exclusive prerogative of the Employer except as limited by the specific terms of this Agreement.

ARTICLE 12. ENTIRE AGREEMENT

This Agreement constitutes the full and entire Agreement between the parties, and supersedes any prior Agreement, commitments, understandings or practices, whether oral or written, between the Employer and the Union or the employees covered hereunder and expresses all obligations of and restrictions imposed upon the Employer.

The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to all proper subjects of collective bargaining; that all such subjects were discussed and negotiated upon; and that the Agreements contained herein were arrived at after the free exercise of such rights and opportunities. Accordingly, the Employer and the Union for the term of this Agreement each voluntarily and unqualifiedly waives the right to bargain, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject matter not specifically referred to or covered in this Agreement even though such subject matter may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or executed this Agreement.

ARTICLE 13. HOLIDAYS

Section 1. The following days are designated as paid holidays:

New Year's Day	Thanksgiving Day
Martin Luther King's Birthday	Day after Thanksgiving Day
President's Day	Christmas Eve
Memorial Day	Christmas Day
Independence Day	1 Floating Holiday
Labor Day	

Employees will be granted 1 Floating Holiday per 12-month period. Floating Holidays will be capped at 1 Floating Holiday per 12-month period. Holidays, including the floating holiday, do not accrue and shall not be paid out on termination.

ARTICLE 14. VACATIONS

Section 1.

Each Department will maintain its own vacation schedule. A department may black out days for which vacations will not be granted. The blackout days will be posted by November 15 of each year. From November 15th-January 1st, the Employer shall not alter nor add to the blackout days for the next calendar year. The Seniority List for vacation bidding will be posted and/or distributed to the employees of each department by November 15. Employees may submit bids for vacations by December 1 of each year for the following year. The most senior employee shall be granted preference as to their first choice for vacation. Thereafter, the next most senior employee shall be granted preference for their first choice of vacation so as long as it has not already been awarded, and so forth, until all of the bids have been considered. The Employer shall notify employees of the vacation schedule by December 15. Any rebids will be submitted by December 20. The final vacation schedule shall be posted by January 1. Vacation requests received after December 20 will be considered on a first come basis and will be within the discretion of the Department manager, but will not unreasonably be denied.

Section 2.

All employees shall accrue vacation on the following schedule. All exempt and non-exempt full-time employees earn paid vacation at their regular rate of daily pay, as follows (for part-time exempt the rate is pro-rated):

- (A) First 2 years accrues at a rate of 8.68 hours to a maximum of 13 days per 12 months with a maximum vacation cap of 160 hours.
- (B) Years 3 to 4 accrues at a rate of 12 hours per month to a maximum of 18 days per 12 months with a maximum vacation cap of 160 hours.
- (C) Year 5 and thereafter accrues at a rate of 15.34 hours to a maximum of 23 days per 12 months with a maximum vacation cap of 200 hours.

ARTICLE 15. SICK LEAVE

All exempt and full-time non-exempt employees accrue paid sick leave at the rate of four hours per pay period (for part-time exempt, the amount is prorated). Sick leave benefits may be accrued up to a maximum of 30 days (240 hours) of sick leave. Once an employee reaches this maximum number, no more sick leave will be earned until some of those hours are used.

Non-exempt part-time employees accrue paid sick leave at the rate of four hours per pay period, on a prorated basis. Sick leave benefits may be accrued up to a maximum of nine days (72 hours) of sick leave. Once an employee reaches this maximum number, no more sick leave will be earned until some of those hours are used.

ARTICLE 16. LEAVES OF ABSENCE

Section 1. Bereavement Leave:

Regular fulltime employees will be eligible to take up to 3 days of paid bereavement leave in the event of an immediate family member. In the event the employee must travel more than 100 miles from the San Francisco office, the Employee will be eligible to take up to 5 days of paid bereavement leave in the event of an immediate family member's death.

Section 2. Military Service:

Employees who are in the military reserve shall be granted two (2) weeks without pay. Employees may use accrued leave for this purpose.

Section 3. Leave for Union Business:

Upon prior approval from the Employer no more than one employee may receive a leave of absence without pay for a period of up to ten (10) days each calendar year to attend Union sponsored conferences or conventions. This section does not apply to collective bargaining nor Weingarten meetings.

Section 4. Personal Leave without Pay:

The employee has the option to apply for one week of unpaid time off within a 12-month period. Before unpaid time off will be granted, an employee must exhaust all of their accrued vacation. A written request for unpaid time must be submitted at least two weeks in advance. Final approval will be at the discretion of the employer.

ARTICLE 17. JURY DUTY

Employees can take up to a maximum of 80 hours, or ten days of paid jury/witness duty leave per year. Employees are expected to report for work whenever the court schedule permits.

ARTICLE 17. JURY DUTY - *continued*

If employees remain on jury duty beyond the period of paid jury duty leave, they may use vacation benefits or request an unpaid jury duty leave of absence. Upon completion of jury or witness duty, certification of the specific date(s) served must be provided to the Human Resources Manager.

ARTICLE 18. HEALTH AND WELFARE

Section 1.

Eligible employees shall be covered by the same medical plan, receive the same medical and disability coverages, and be subject to the same plan co-pays and other terms and conditions applicable to the Employer's non-bargaining unit employees.

The employer agrees to pay 95% of the cost for the employee only coverage and 75% of the other three categories: employee + child (ren), employee + dependent/spouse, and employee + family.

ARTICLE 19. ADDITIONAL BENEFITS

Section 1. Additional Language Abilities Compensation

Any Employee who is required, as specified in their job description and directed by their supervisor, to utilize a second language as a part of their regular duties shall receive an hourly pay premium of \$.50. Provided the employee has sufficiently passed the employer's approved language competency exam, the Employee assigned to translate documents shall receive an additional hourly premium \$.50 per hour (for a total of \$1.00 premium per hour).

Section 2. Cell Phone Reimbursement

All employees required to use their cell phones for work shall be provided, at the employer's discretion, either a cell phone or receive a \$40 monthly stipend for work-related cell phone usage (unless staff can demonstrate actual expenses above and beyond the \$40 monthly stipend in which case full expenses will be reimbursed upon proof of the expenses).

Section 3. Employee SFMFB Assigned Email Addresses

Upon hire, all SFMFB Employees shall be assigned a work email address.

Section 4. Employee Personal Protective Gear

SFMFB agrees to provide all necessary personal protective gear for staff interacting with the community. For any employee requiring work boots, SFMFB agrees to provide \$250 per year for the employee to purchase such required work boots.

ARTICLE 20. NON-DISCRIMINATION

Neither the Union nor the Employer in carrying out their obligations under this Agreement shall discriminate in matters of hiring, training, promotion, transfer, layoff, discharge or otherwise because of race, color, creed, religion, national origin, United States Citizenship Status, Veteran Status, sexual orientation, gender, gender identity and expression, marital status, domestic partner status, disability, height, weight, medical condition or age.

ARTICLE 21. HEALTH AND SAFETY COMMITTEE

The Employer and the Union will convene a monthly committee comprised of three members of the Union and three members of management to meet and discuss health and safety planning, concerns and issues within the operation of the SFMFB.

ARTICLE 22. LAYOFF AND RECALL

Section 1.

- (A) In the event that the Employer determines that a reduction of the number of employees in the bargaining unit is economically necessary, staffing will be reduced in accordance with this Article.
- (B) Employees selected for layoff(s) will be in inverse order of seniority providing the residual employees possess the skills, abilities, and qualifications to perform the work of the remaining positions. Employees shall exhaust their layoff rights within their department. In these instances, the employee shall displace employees in the same grade within their department provided the employee is qualified to perform the available work. Employees who are displaced will be able to exercise the same layoff rights under this Article.
- (C) Employees who have been displaced due to a layoff will retain recall rights to their original classification and salary. Employees who return to their original classification will be entitled to their salary at the time of layoff; including applicable salary increases, if any.

Section 2.

When the Employer selects a particular bargaining unit employee(s) for layoff, the Employer will give such employee written notice of the effective date of the layoff. Advance notice will be provided as follows:

- (A) The Employer will give thirty (30) calendar days' notice of layoff. The Employer will, upon receipt of a timely request from the Union, meet with the Union to discuss the layoffs.

ARTICLE 22. LAYOFF AND RECALL - continued

Section 3.

- (A) An employee who has been placed on layoff status shall be maintained on a Recall Eligibility List for a twelve (12) month period starting on the effective date of layoff and will be eligible for recall to vacant positions within the twelve (12) month recall period. The Employer shall recall to a vacant position the last employee placed on layoff status. Employees who are recalled to their former classifications in their former grade levels shall receive their former rate of pay in addition to any wage increases to their classifications during the period of time they were on the Recall Eligibility List.

- (B) The Employer shall not hire new employees while there are employees on the Recall Eligibility List who are available for recall and who are qualified for the position.

Section 4.

Notice of re-employment to an employee on the Recall Eligibility List shall be made by email and call to the last known email address and phone number of the employee. The recalled employee must notify the Employer within three (3) working days from date of receipt of notice of his/her intention of returning to work. The Employer shall determine the date the employee will return to work.

Section 5.

In the event of layoff, severance shall be paid at the rate of one week per year of service, up to a maximum of twelve weeks, upon execution of a general release.

ARTICLE 23. TERMINATION AND RENEWAL

This Agreement shall be effective upon the date of ratification, and shall remain in full force and effect without change, addition or amendment (unless mutually agreed to as provided for elsewhere in this Agreement) through June 30,2023, and shall be renewed from year to year thereafter subject to reopening by either party upon ninety (90) days written notice to the other party prior to July 1, 2023, or any July 1 anniversary date thereafter.

ARTICLE 24. NO STRIKE/NO LOCKOUT

Neither the Union nor the employees shall threaten to, or participate in, any strike, walkout, slowdown, sickout, sympathy strike or other work stoppage (collectively “work stoppage”) during the life of this Agreement, and the Employer shall not lock out employees during the life of this Agreement. In the event of a work stoppage or threat thereof, the Union and it officers shall do everything within their power to end or avert the same.

SAN FRANCISCO MARIN FOOD BANK

OFFICE & PROFESSIONAL EMPLOYEES INTERNATIONAL UNION, LOCAL 29 AFL-CIO

DocuSigned by:
Nadia Chargualaf
By: _____
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Nadia Chargualaf
Vice President of Human Resources

DocuSigned by:
Tamara Rubyn
By: _____
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Tamara R. Rubyn
President/Business Manager

Date: 10/2/2020

Date: 10/2/2020

DocuSigned by:
Natalie Naylor
By: _____
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Natalie Naylor
San Francisco Director of Representation

Date: 10/2/2020

NN/lm(SFMB 2020-2023)
cwa:9415/afl-cio

EXHIBIT “A”
ACROSS-THE-BOARD WAGE INCREASES

Effective 7/1/2020 - Across-the-board increases: 3%

Effective 7/1/2021 - Across-the-board increases: 3%

Effective 7/1/2022 - Across-the-board increases: 3%

*The Across the Board Wage increase will be applied to the employee’s regular base rate of pay.

*For all bargaining unit employees employed at the time of ratification, the Employer shall pay a bonus equivalent to 1% of the employee’s annualized rate of pay based on the base rate in effect on September 1, 2020 and prorated for part-time employees payable within 30 days of ratification.

Longevity Increases

Throughout the duration of this contract, effective at the start of each of SFMFB’s fiscal years, all bargaining unit employees’ compensation will be adjusted so that it is at least equivalent to the minimum dollar amount associated with their role grade and years of service (YOS) in that role, as described in the below salary table.

July 1, 2020 Wage Scale Minimums Hourly Rates

Across-the-Board Increase of 3% from Current Wage. The Across the Board Wage increase will be applied to the employee’s regular rate of pay.

No member will experience a cut to compensation as a result of the negotiated contractual minimums.

The longevity steps indicate a 2% increase for each seniority step listed. Years of service refers to years of service in a role.

Job Classification Grade	Under 2 Years of Service	2- 4 Years of Service	5-9 Years of Service	10 – 14 Years of Service	15 – 20 Years of Service	21+ Years of Service
1	16.71	17.04	17.38	17.72	18.07	18.43
2	19.23	19.61	20.00	20.40	20.81	21.23
3	22.10	22.54	22.99	23.45	23.92	24.40
4	25.42	25.93	26.45	27.07	27.61	28.16
5	27.60	28.15	28.71	29.28	29.87	30.47
6	31.74	32.37	33.02	33.68	34.35	35.04
7	36.50	37.23	37.97	38.73	39.50	40.29

July 1, 2021 Wage Scale Minimums Hourly Rates

Across-the-Board Increase of 3% from Current Wage. The Across the Board Wage increase will be applied to the employee's regular rate of pay. No member will experience a cut to compensation as a result of the negotiated contractual minimums.

Job Classification Grade	Under 2 Years of Service	2- 4 Years of Service	5-9 Years of Service	10 – 14 Years of Service	15 – 20 Years of Service	21+ Years of Service
1	17.21	17.55	17.90	18.25	18.61	18.98
2	19.81	20.20	20.60	21.01	21.43	21.87
3	22.76	23.22	23.68	24.15	24.64	25.13
4	26.18	26.71	27.24	27.88	28.44	29.00
5	28.43	28.99	29.57	30.16	30.77	31.38
6	32.69	33.34	34.01	34.69	35.38	36.09
7	37.60	38.35	39.11	39.89	40.69	41.50

July 1, 2022 Wage Scale Minimums Hourly Rates

Across-the-Board Increase of 3% from Current Wage. The Across the Board Wage increase will be applied to the employee's regular rate of pay, no member will experience a cut to compensation as a result of the negotiated contractual minimums.

Job Classification Grade	Under 2 Years of Service	2- 4 Years of Service	5-9 Years of Service	10 – 14 Years of Service	15 – 20 Years of Service	21+ Years of Service
1	17.73	18.08	18.44	18.80	19.17	19.55
2	20.40	20.80	21.22	21.64	22.08	22.53
3	23.45	23.92	24.39	24.87	25.38	25.88
4	26.97	27.51	28.06	28.72	29.29	29.87
5	29.28	29.86	30.46	31.06	31.69	32.32
6	33.67	34.34	35.03	35.73	36.44	37.17
7	38.72	39.50	40.28	41.09	41.91	42.77

SALARY GRADE STRUCTURE

Grade	Roles
1	Custodial Assistant, Distribution Assistant/Intake Specialist, Senior Distribution Assistant, Receptionist
2	Class C Driver, HDG Delivery Driver, Order Builder, Class C driver/Warehouse, Nutrition Educator, Senior Nutrition Coordinator, Project Leader, Receiving Clerk, Sr. Custodian, Distribution Clerk, Sr. Distribution Clerk, Sr. Fresh Rescue Driver, Sr. Project Leader, Sr. Order Builder, Warehouse Worker-Recycle, Warehouse specialist, Pop up Pantry Associate.
3	CalFresh Outreach Specialist, Class B Driver, Class B Driver/Warehouse, HDG Intake & Enrollment Program Associate, Intake & Enrollment Program Associate, Intake Specialist, Program Associate, Sr. Accounting Associate, Sr. CalFresh Outreach Specialist, Senior Intake Specialist, Sr. Program Associate, Sr. Class B Driver, Volunteer Coordinator, Community Engagement Administrator, Marketing Coordinator, Senior Delivery Driver
4	Annual Fund Coordinator, CalFresh Coordinator, Food Sourcing and Logistics Coordinator, Lead Class B Driver, Lead Dispatcher, Lead Distribution Clerk, Lead Order Builder, Major Gifts Coordinator, Program Coordinator, Program Coordinator/Home-delivered grocers, Receiving Lead, Sr. Allocation Coordinator, Sr. Program Coordinator, Sr. Food Sourcing and Inventory Coordinator, Warehouse Volunteer Coordinator, Class A Driver, Lead Driver, Senior Lead Driver, Senior Program Coordinator, Pantry at Home Coordinator, Community Support Coordinator, Delivery Systems Coordinator, Drive Thru Vehicle Operator (Class A)
5	Campaign Project Manager, Community Engagement Manager, Development Manager, Gift Processing Manager, SFP Operations Manager, Sr. Development Coordinator, Staff Accountant, Systems & Technology Manager, Strategy and Analytics Manager
6	Business Intelligence Developer, Corporate Giving Officer, Data Analyst, Government Affairs Manager, Manager of Foundation Partnerships, Sr. Systems Administrator II
7	Major Gifts Officer, Sr. Business Analyst

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