AGREEMENT

HORIZONS UNLIMITED

OF SAN FRANCISCO, INC.

and

SEIU LOCAL 1021

July 1, 2019 to June 30, 2021
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SECTION 1. Agreement

This Agreement is made and entered between Horizons Unlimited of San Francisco, Inc. (hereinafter referred to as the "Employer") and Service Employees International Union, Local 1021 (hereinafter referred to as the "Union").

SECTION 2. Union Recognition

2.1 Bargaining Unit

The Employer recognizes the Union as the exclusive bargaining agent for employees in the unit certified by the National Labor Relations Board in case number CA-27947 to wit, all regular full-time and regular part-time employees employed by the Employer at its San Francisco, California place of business, excluding confidential employees, managerial employees, guards and supervisors as defined in the Act for purposes of collective bargaining concerning wages, hours of work, and other terms and conditions of employment.

The classifications represented by the Union are listed in Appendix A of this Agreement.

2.2 Union Membership

All employees who are subject to this Agreement and who are employed on the effective date of this Agreement, shall, not later than the thirty-first (31st) calendar day following the effective date of this Agreement, either (1) become members of the Union in good standing and remain members in good standing during the course of their employment, or (2) pay an amount equal to Union fees and dues to the Union as a service fee for Union representation.

All employees who are subject to this Agreement and who are hired on or after the effective date of this Agreement shall, not later than the thirty-first (31) calendar day following their date of hire, either (1) become members of the Union in good standing and remain members in good standing during the course of their employment, or (2) pay an amount equal to Union fees and dues to the Union as a service fee for Union representation.

Upon receipt of written notice to the Employer and upon examination of documented proof that an employee has not complied with the above requirement, the Employer shall terminate the employment of such employee within fifteen (15) calendar days after receipt of such written notice unless thereafter the employee complies with the above requirements within said time period.

The Shop Steward will distribute and collect membership cards and send the original copy of the form to the Union Headquarters.
The Employer agrees to collect dues, assessments, initiation charges and any other contribution from each unit member's wages as specified by the Union. The Employer agrees to transfer all funds collected to the Union as soon as possible, but not later than 15 days from the final pay period of each month.

Not less frequently than once each month, the Employer shall supply the Union with the name, classification, mailing address and date of hire of any newly hired employee and the names of any employees terminated or laid off during the previous month.

2.3 Indemnification
The Union understands and agrees that the Employer assumes no liability in connection with the voluntary deductions made in accordance with this Article. Any question as to the correctness of the deductions authorized and made will be a matter to be resolved between the Union and the employee. The Union shall indemnify and hold the Employer harmless from any and all claims, demands, suits, or any other action arising from any of the provisions of the Article.

2.4 Union Business Representative
A duly authorized Union Business Representative shall be admitted to the worksite during normal working hours for the purpose of administering the terms and conditions of this Agreement, and shall notify the Executive Director or her/his designee upon entering the site.

SECTION 3. Union Business

A duly authorized representative of the Union shall be permitted to talk with bargaining unit employees away from clients with a minimum disturbance of work for the purpose of seeing that the terms of this contract are being observed, provided admission to the site on each occasion is effected through the usual front entrance and that notice of the visit is given in advance to the Executive Director. The Union shall notify the Employer in writing of the name of the assigned Union Representative. Because of the nature of the work of the Employer, the Union Representative shall give, unless it is an emergency situation, 2 hours advance notice of a visit to a work site.

For the purpose of representation, the Union shall be entitled to two (2) Shop Stewards and one (1) Alternate Shop Steward on the job who shall restrict work time Union activities to the handling of grievances. The Union will notify the Employer in writing when a Steward is designated. A Steward may assist an employee in the presentation of a grievance if an employee requests such assistance. In no case will the Steward leave the place of work during work time without requesting approval from the Executive Director. The Steward's activities shall not interfere with the work of any employee or the Steward's work.

A request for release time will not be denied except for operational necessity.

3.1 Performance of Duties
The business representative and shop steward shall not interfere with the work of the Agency while in the performance of duties pursuant to this Article. Both the Union and the Employer will perform their duties under this Article as expeditiously as
possible.

3.2 Compensation
Stewards, in the course of their official duties as set forth in Section 2 of this Article, shall be paid at their regular rate of pay. Work hours used in performance of her/his shop steward duties shall not be used in the computation of overtime.

The Employer shall furnish space on an existing bulletin board upstairs at 440 Potrero Avenue, San Francisco to be used solely for official Union business. The Union assumes all responsibility for the material contained in its notices. Such notices shall be signed by a Union Representative, Union Official or designated Steward. The Union recognizes the nature of the clinical setting and the need to avoid material that is potentially disturbing to the clients.

SECTION 4. Discipline and Discharge

The Employer shall have the right to discipline, discharge, suspend or demote an employee for just cause.

The Employer recognizes the principles of progressive discipline.

The Employer shall issue a letter of discipline, discharge, suspension or demotion to the employee and shall provide a copy of the letter to the Union. Such letter shall include a statement of the nature of the disciplinary action, the effective date of the action and a statement of the cause(s) thereof, including specific acts and/or omissions.

Employees who have completed their probationary period and are subject to the discharge, suspension or demotion may appeal such action through the Grievance Procedure, specified in Section 5.3, Step 2.

In order to appeal such action taken by the Employer, the grievant and/or Union must notify the Employer in writing within ten (10) calendar days of the written notification from the Employer. Unless filed within this ten (10) calendar day period, the right of appeal is lost.

SECTION 5. Grievance Procedure

5.1 Definition
A grievance is a dispute, which involves the interpretation or application of any provision of this Agreement.

5.2 Representation
An employee shall have the right to representation by a Union Shop Steward or Field Representative at any step of the grievance procedure.

5.3 Procedure
Step 1 The employee who believes that a provision of this Agreement has been misinterpreted or misapplied shall discuss the complaint with the supervisor (or management person most immediately involved) within fourteen (14) calendar days of the incident or occurrence about which the employee claims to have a grievance.
The supervisor or management person shall give a reply to the employee within seven (7) calendar days after the discussion with the employee.

**Step 2** If the complaint is not satisfactorily resolved in Step 1, the employee or the Union shall submit a written grievance to the Executive Director or designee within ten (10) calendar days of the supervisor's reply, with the exception of disciplinary grievances.

Grievances involving discharge, suspension or demotion must be filed at Step 2 within ten (10) calendar days of the letter of discharge, suspension or demotion.

The written grievance shall state the facts, including a citation of the specific provision of this Agreement, which has allegedly been misinterpreted or misapplied, and the remedy sought.

The Executive Director or designee shall have up to fourteen (14) calendar days after receipt of the written grievance in which to investigate the merits of the complaint, meet with the grievant to attempt to resolve the grievance, and to respond in writing to the grievant.

**Step 3 Adjustment Board** - If the grievance is not satisfactorily resolved in Step 2, the employee may appeal in writing within fourteen (14) calendar days from receipt of the response in Step 2, to the Executive Director to convene an Adjustment Board. The appeal shall contain all material that was introduced in the previous steps of the grievance procedure, including the decision rendered and a specific statement of the reason for the appeal. The Adjustment Board shall be comprised of two (2) representatives appointed by the Union and two (2) representatives appointed by the Employer (Members of the Board of Directors of Horizons Unlimited may sit on the Adjustment Board panel). A non-voting member of the Adjustment Board panel will be a mediator from the Federal Mediation and Conciliation Service. The mediator from the Federal Mediation and Conciliation Service must be available in a timely manner (within 21 days) or the Adjustment Board may convene without them.

The Adjustment Board shall be convened as soon as possible. The parties shall make a good faith effort to convene the Adjustment Board within twenty-one (21) calendar days following submittance of the written appeal. The Board shall attempt to reach a settlement to the grievance. The decision of the Board shall be transmitted in writing to the parties at the conclusion of the hearing. No decision of the Adjustment Board shall be final and binding without receiving the affirmative votes of at least three (3) voting members of the Board.

The Adjustment Board shall not have jurisdiction to add to or subtract from, alter, or amend the terms of this Agreement or substitute judgment for that of the Employer in any matter where this Agreement has specified that the decision of the Employer will be final.

The Adjustment Board shall not entertain, hear, decide or make recommendations on any dispute unless such dispute involves a position in the unit represented by
the Union and unless such dispute falls within the definition of a grievance as set forth in Section 1 of this Section.

**Step 4 Arbitration** - If the Adjustment Board is unable to arrive at a majority decision, either party may refer the matter to final and binding arbitration within thirty (30) days following a deadlock in Step 3. The parties shall select one name from the panel of five (5) experienced arbitrators from the Federal Mediation and Conciliation Service (FMCS) office, who shall be selected by the method of striking names. The arbitrator selected shall hear the grievance as soon as possible. The parties agree to have a bench decision by the arbitrator, using no transcript or court reporter. All arbitration costs, except for the cost for each party to prepare and present its case, shall be split equally by the parties. The decision of the arbitrator will be final and binding.

Grievances which involve monetary claims are limited to sixty (60) days retroactivity from the date the grievance is filed.

The selected arbitrator has no power to subtract from, or change any of the terms or provisions of the Agreement. His/her jurisdiction shall extend solely to claims of violation of specific provisions of the Agreement, and involve only the interpretation and application of such Agreement. The award shall be based upon the joint submission agreement of the parties, or in the absence thereof, the questions raised by the parties in respect to the specific interpretation and application of the Agreement.

5.4 **General Provisions**

A) Failure of the grievant to submit an appeal within the required time limit at any step shall constitute an abandonment of the grievance. Failure of the respondent to respond within the time limit in any step shall result in an automatic advance of the grievance to the next step except as outlined in (b) below.

B) The parties may mutually agree to waive or extend any of the timelines or any step of the grievance procedure.

C) Any grievance, as defined in Section 5.1, which the Union wishes to pursue relating to two or more employees must be filed in accordance with the provisions of Section 5, Step 2, above.

**SECTION 6. No Discrimination**

The Employer and the Union agree that all persons are entitled to equal treatment and employment opportunity without regard to race, color, religion, sex, national origin, age, sexual orientation, gender identity, marital status, medical condition, physical or mental impairment, Union activity or political affiliation.
SECTION 7. Seniority Rights/Layoff Procedure

7.1 Seniority Defined
Seniority for regular full-time and regular part-time employees shall be defined as the date of hire recognized by the Employer.

7.2 Layoff Procedure
A) The principle of seniority shall apply in the event of layoffs and recall. Layoff of employees shall be by reverse order of seniority in a classification.

B) The Employer shall notify the Union at least forty-five (45) calendar days in advance prior to any anticipated layoffs. In cases of emergency or no prior notice of funding cuts, the Employer shall give the Union thirty (30) calendar days' notice prior to any anticipated layoffs. Immediately after notification, the Employer and the Union shall begin to meet and confer regarding the impacts of the reduction of the workforce. The Impact discussions shall include, but not be limited to, furloughs, job sharing and reduced work weeks.

7.3 Layoff Consideration
If the agreement with the grant provider allows for it, employees subject to layoff in accordance with Section 7.2 above will receive three weeks (3) of compensation for less than 5 years’ service and four (4) weeks of compensation for over 5 years of service at their current hourly rate of pay.

7.4 Recall Rights
Employees displaced by layoff shall be placed on a recall list for one (1) year.

If, within one (1) year from the time a displaced employee is placed on the recall list, and an opening occurs or a new job is created that the displaced employee would be qualified for, the employer shall provide notice of the opening to the displaced employee. Written notice shall be provided to the displaced employee at the employee’s last known address.
Employees, who are laid off and placed on a recall list, shall be responsible for informing Horizons of their current address and telephone number.

SECTION 8. Probationary Period
A probationary period of six (6) months from the date of first hiring shall be established for all employees under this Agreement. During the probationary period, an employee may be rejected at any time without cause and without the right of appeal. The Executive Director may extend an employee’s probationary period for up to three (3) months.

SECTION 9. Categories of Employees
Regular Full-Time: A regular full-time employee is an employee who works in a regular position requiring eight (8) hours per day and forty(40) hours per workweek.

Regular Part-Time Employees: An employee who on a regular and consistent basis works
twenty (20) or more hours, but less than forty (40) hours a week.

Casual or Temporary Employees: An employee who is hired either part-time or full-time for a limited period which shall not extend beyond one hundred forty-five (145) calendar days in a six (6) month period of time. If an employee is retained in service for more than one hundred forty-five (145) consecutive work days, then he/she automatically becomes a regular full-time, or a regular part-time employee.

SECTION 10. Labor Management Committee

The Employer and the Union agree that open communication is beneficial to the collective bargaining relationship. The purpose of the Committee shall be to discuss and resolve matters of mutual interest or concern that do not involve an alleged breach of the Collective Bargaining Agreement. Failure of the Committee to resolve an issue shall not be subject to the grievance procedures of the contract. The Labor Management Committee shall be composed of three (3) employee representatives of the Union and at least one (1) representative of the Employer that shall meet every other month (unless otherwise mutually agreed upon) for one (1) hour (unless otherwise mutually agreed upon) on paid time at a mutually agreed date, time and place.

SECTION 11. Hours of Work

11.1 Breaks
Two fifteen (15) minute breaks should be taken each seven and one-half (7.5) hour workday. The supervisor is responsible for scheduling an employee's break.

11.2 Meal Break
Exclusive of the employee's eight (8) hour workday, an employee may take up to a one (1) hour meal break each day.

11.3 Overtime
Overtime is defined to mean time worked in excess of eight (8) hours per day or forty (40) hours per week.

Any employee working in excess of eight (8) hours per day or forty (40) hours per week shall be compensated at one and one-half (1-1/2) times the employee's base hourly rate by compensating time or wages, whichever is mutually agreed upon between the Employee and the Employer.

SECTION 12. Wages/Salaries/Reopeners

If the City and County of San Francisco allocates a Cost of Doing Business (CODB) increase, which includes an increase for employees’ salaries and benefits, to its agreements with Horizons Unlimited of San Francisco, Horizons shall determine the appropriate salary increase based on the dollar amount of the CODB increase. After determining the dollar amount that the CODB increase will generate, Horizons will then determine the percentage increase that the COBD will provide to all employees of Horizons, not just the employees who participate in programs that receive a CODB increase through the City and County of San Francisco.
Current salaries are attached in Appendix A.

The parties will meet to determine salary increases and effective date to meet the standards set by the City and County of San Francisco.

SECTION 13. Health Benefits

Full-time and regular part-time employees are eligible for group insurance on the first of the month following completion of thirty (30) days of employment. Group insurance includes medical, dental, life and vision.

The Employer shall pay the premium for the group medical insurance for all eligible employees.

The Employer and the Union agree to create a Labor/Management Committee for the sole purpose of exploring and researching the various options regarding health insurance for employee's families. The Labor/Management Committee shall be composed of two (2) employee representatives of the Union and at least one (1) representative from the Employer. The committee meeting dates shall be mutually agreed upon and shall commence no later than thirty (30) days after the ratification of this Agreement. The Labor/Management Committee's actions or recommendations are advisory only and cannot bind the Union or the Employer.

SECTION 14. Commuter Check Program

Horizons Unlimited shall establish as soon as practicable a Commuter Check Program which is an effective way for employees to pay for mass transit expenses. This plan shall allow employees to pay for eligible expenses (per IRS guidelines) on a pre-tax salary reduction basis.

SECTION 15. Holidays

Employer observes eleven holidays during the year. They are:

New Year's Day
Martin Luther King's Day
Presidents' Day
Memorial Day
Fourth of July
Labor Day
Columbus Day
Veterans Day
Thanksgiving
The Day after Thanksgiving
Christmas

In addition to the above holidays, there are two (2) floating holidays, which may be taken at the employee's discretion with approval from management. Floating holidays must be used in the year they are accrued. If an employee terminates with accrued floating
holiday(s), not to exceed two (2) accrued days, the employee will be paid for earned but unused floating holiday(s).

If one of the above holidays falls on Saturday, it normally will be observed on the preceding Friday; if on Sunday, it normally will be observed on the following Monday.

Full-time and part-time employees are eligible for paid holidays immediately upon hire.

Part-time employees are eligible for holiday pay in proportion to the number of hours they normally would be scheduled to work.

You must work your scheduled workday before and after the holiday in order to be paid for the holiday.

Requests for Floating Holidays should be submitted in writing at least two (2) weeks in advance to your Supervisor when possible. Floating Holidays will be assigned in accordance with employee requests taking operational requirements into account. The order in which floating holiday requests are received shall determine priority in scheduling floating holidays. When requests are made with more than two (2) weeks advance notice, seniority determines priority in scheduling Floating Holidays if requested with less than two (2) weeks’ advance notice the employee who submits their request first shall receive their requested Floating Holiday date.

SECTION 16. Vacation Leave With Pay

Full-time and part-time employees are eligible for paid vacation time.

After completing your probationary period, you will earn vacation on a prorated basis to be taken the following year. Thereafter, you will earn vacation according to your anniversary date as follows:

- After completing 1 year of employment, you will receive 10 days of vacation each year.
- After completing 3 years of employment, you will receive 14 days of vacation each year.
- After completing 5 years of employment, you will receive 15 days of vacation each year.
- After completing 7 years of employment, you will receive 18 days of vacation each year.
- After completing 10 years of employment, and each year thereafter, you will receive 21 days of vacation.

Part-time employees shall accrue vacation prorated based on the number of hours the part-time employee is scheduled to work.

Employees of Horizons Unlimited on December 1 and who remain employees through January 2 each year, shall receive 4 days added to their vacation balances. The 4 days of additional vacation shall be used during December 26 and December 31. If additional time is need to cover the closure period from December 25 to January 1, it will come from the employee’s vacation or floating holiday balances.
Requests for vacation should be submitted in writing at least two weeks in advance to your supervisor. When possible, vacation periods will be assigned in accordance with employee requests, taking operating requirements into account. Seniority determines priority in scheduling vacation times.

Vacation pay will not be granted in lieu of taking the actual time off. However, vacation time may be carried over to the following year, up to a maximum of two hundred (200) hours.

Eligible employees will be paid for earned but unused vacation upon termination.

Vacation is calculated from your anniversary date to the date of termination.

SECTION 17. Sick Leave With Pay

Full-time and part-time employees are eligible for a paid sick leave during periods of illness, injury or disability.

Paid sick leave may be used for absences to attend medical appointments of the employee or a dependent family member of the employee.

Employees who are absent due to illness for five (5) consecutive working days or more must provide a doctor's certification that they are disabled due to an illness in order to begin short-term disability leave.

17.1 Accrual Rate:

A) Full-time employees: For full-time, forty (40) hours per week, employees paid sick leave is accrued at a rate of twelve (12) working days, (ninety-six (96) hours) per calendar year, or one (1) working day eight (8) hours per month.

B) Part-time employees: Part-time employees who work thirty (30) hours, but less than forty (40) hours per week, shall accrue six (6) hours of sick leave per month.

Part-time employees who work twenty (20) hours, but less than thirty (30) hours per week shall accrue four (4) hours of sick leave per month.

Part-time employees who work ten (10) hours, but less than twenty (20) hours per week, shall accrue two (2) hours of sick leave per month.

C) Employees must work at least ten (10) full working days in each month in order to accrue their sick leave for the following month.

17.2 Procedure

A) Accrual of paid sick leave begins with the first day of employment.

B) Vacation time continues to accrue during paid sick leave.

C) Employees will not be paid for any unused sick days. However, if you do not
use your sick days during the year, you may carry them into the following year, to a maximum of two hundred forty (240) hours (pro-rated for part-time employees).

SECTION 18. Leaves of Absence

18.1 Bereavement
Full-time and part-time employees will receive three (3) paid days in the event of the death of an immediate family member. Immediate family is identified as the employee’s spouse, parents, brothers, sisters, children, grandchildren, grandparents, parents-in-law and significant others (domestic partner).

When a death or service occurs outside the State of California the employee may request, and shall be granted, up to two (2) days of vacation leave, and if the employee does not have vacation the employee may use two (2) days of sick leave.

In order to receive the additional time off (sick leave) the employer may request proof of travel from the employee.

Full-time and part-time employees may take one (1) paid day to attend the funeral of aunts, uncles, nieces and nephews.

Requests for bereavement leave should be made to the employee's immediate supervisor as soon as possible.

Additional time off may be approved by the Executive Director.

18.2 Jury Duty
Full-time and part-time employees summoned for jury duty are paid the difference between their normal rate of pay and the jury duty pay for the first month. Thereafter, full-time and part-time employees summoned for jury duty are granted an unpaid leave in order to serve.

Employees shall notify and make necessary arrangements with their supervisor as soon as they receive their summons.

Employees shall return to their job if they are excused from jury duty during their regular working hours.

18.3 Witness Leave
Employees who are subpoenaed to serve as a witness in a criminal or civil proceeding will be given the necessary time off. Any excused time off will be without loss of compensation. The Employer will not discriminate against any employee who is requested to serve as a witness.

18.4 Military Leave
Military leave will be granted in accordance with the minimum requirements of statutes of the State of California and applicable federal laws.
SECTION 19. Leaves of Absence Without Pay

Under special circumstances, an employee with one (1) year of employment may be granted a leave of absence without pay. The granting of this type of leave is normally for compelling reasons and is dependent upon the written approval of the employee's supervisor.

Leaves may not exceed two (2) weeks during which time no benefits will accrue. Leaves of absence are granted only after earned vacation is exhausted.

The Employer will make reasonable efforts to return the employee to the same or similar job as held prior to the leave of absence, subject to the employee's staffing and program requirements.

SECTION 20. Promotion

In the event of promotion, the Employer shall consider the following factors in determining a potential candidate:

1) Skills
2) Work Experience
3) Education or Knowledge of the field
4) Seniority (or if all other things are equal)

SECTION 21. Job Posting

All job vacancies shall be posted conspicuously for a period of at least fourteen (14) calendar days for employees to apply for the position before the position is permanently filled from other sources. In filling vacancies, preference shall be given first to regular full-time or regular part-time employees before resorting to an outside source.

SECTION 22. Strike/No Lockout

During the term of this Agreement, the Employer agrees not to lock out its employees. The Union agrees not to engage in any strikes or stoppages of work during the term of this Agreement.

SECTION 23. Successorship

In the event of a sale, transfer, assignment or other disposition of the Employer, the Union will be given thirty (30) calendar days advance notice of such action.

The Agency will abide by any Federal, State and local statutes that apply to successorship of the Corporation Code that apply to non-profit organizations.

SECTION 24. Savings Clause

Should any Section, clause or provision of this Agreement be declared illegal by final judgment of a court of competent jurisdiction or as a result of any applicable local, state
of federal law or regulatory provision thereof, such invalidation of such section, clause or provision shall not invalidate the remaining portions hereof, and such remaining portions shall remain in full force and effect for the duration of this Agreement. The parties shall meet and negotiate replacement language for any provision, which may be found to be in conflict with applicable law.

SECTION 25. Personnel Policies

The Employer agrees to notify the Union in writing of any changes in the working conditions before implementation of such changes, and agrees to meet and confer prior to any changes in the working conditions.

The Employer and the Union agree to incorporate this Agreement into the "Employee Handbook".

SECTION 26. Communications

Any official communication under this Agreement shall be sent to the Union at:

SEIU Local 1021
350 Rhode Island Street, Suite 100 So.
San Francisco, CA 94103
Attention: Field Representative

and the Employer at:

Horizons Unlimited of San Francisco
440 Potrero Ave.
San Francisco, CA 94110
Attention: Executive Director

or such other addresses as the parties shall from time to time by notice direct.
SECTION 27. Term of Agreement

This Agreement shall be and remain in full force and effect for a period of years from July 1, 2019 to June 30, 2021, and from year to year thereafter, unless at least ninety (90) days prior to its expiration, either party gives written notice to the other of its desire to terminate or make changes in this contract.

IN WITNESS WHEREOF, the parties have executed this Agreement on this 5th day of December, 2019.

FOR HORIZONS UNLIMITED

Celina Lucero, Executive Director

FOR SEIU LOCAL 102

Andrea Fellos, Field Representative

Jason Klumb, Field Director

John Stead-Mendez, Executive Director

Daniela Gonzalez, Field Representative
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