

Agreement by and between

UFCW 21 and Pacific Dental Alliance



**Affordable Dental Care, Avenue Dental Care,
Alpine Dental Care, Sterling Dental Care**

Effective 7/1/2014 - 6/30/2018



YOUR VOICE, YOUR UNION, YOUR CONTRACT

About UFCW 21

UFCW 21 is a large, strong, progressive, and diverse union, representing more grocery workers, retail workers, and professional and technical health care workers than any other union in the state.

With over 44,000 members united, we have the power and resources to take on tough employers, represent members on the job, raise standards in our industries, and support laws that make a difference for working families.

With a union you and your co-workers have a voice in decisions about your work life—wages, benefits, holidays and vacations, scheduling, seniority rights, job security, and much more. Union negotiations put us across the bargaining table from management—as equals.

A negotiating committee of your co-workers and union staff negotiated this contract. How does the negotiating committee know what issues are important? Union members tell us. The issues raised in contract surveys and proposal meetings help us decide what to propose in contract negotiations. Stewards and union representatives report on issues that arise on the job, talking with members about grievances, problems, and needs. They have a hands-on sense of what the issues are.

The more that union members stand together and speak out with one voice, the stronger the contract we can win. A contract can only take effect after union members have a chance to review the offer and vote on it.

A union is as strong as its members. It's no secret—an active and united membership means a stronger union—which means a better contract.

My Union Representative:

My Union Steward:

Pacific Dental Alliance 2014-2018
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2014-2018

AGREEMENT

By and Between

Affordable Dental Care, Alpine Dental Care, Avenue Dental Care and Sterling Dental Care

and

UNITED FOOD AND COMMERCIAL WORKERS, LOCAL 21

This Agreement is made and entered into by and between Affordable Dental Care, Alpine Dental Care, Avenue Dental Care, and Sterling Dental Care, hereinafter referred to as the "Employer", and UFCW Local 21, chartered by the United Food & Commercial Workers International Union, hereinafter referred to as the "Union". The purpose of this Agreement is to set for the understanding reached between the parties hereto with respect to rates of pay, hours of work and other conditions of employment, with the objective of establishing orderly relations between the employer and the employees for the benefit of both the Dental practice and the employees.

ARTICLE 1 - RECOGNITION

The Employer recognizes the Union as the sole and exclusive bargaining agent for all full-time, part-time employees employed by the Employer, excluding dentists, dental hygienists, temporary employees, supervisors, managers, and confidential employees, employed at the following dental clinics:

Affordable Dental Care - Renton
3900 East Valley Rd, Suite 203
Renton, WA 98057

Affordable Dental Care - Bellevue
4122 Factoria Blvd. SE, Suite 301
Bellevue, WA 98006

Affordable Dental Care - Burien
15726 1st Avenue South
Burien, WA 98148

Affordable Dental Care - Covington
16720 SE 271st St., Suite 211
Covington, WA 98042

Affordable Dental Care - Olympia
6015 Capitol Blvd. SW
Tumwater, WA 98501

Affordable Dental Care - Tacoma
3402 South 18th Street
Tacoma, WA 98405

Alpine Dental Care
120 So. 15th St., Suite A
Mt. Vernon, WA 98274

Avenue Dental Care - Everett
1920 100th St. SE, Suite C1
Everett, WA 98208

Avenue Dental Care - Smokey Point
3402 173rd PL NE
Arlington, WA 98223

Avenue Dental Care - Bremerton
2741 Wheaton Way #B
Bremerton, WA 98301

Avenue Dental Care - Edmonds
23805 Hwy 99 #100
Edmonds, WA 98026

Avenue Dental Care - Puyallup
10317 122nd St. E, Suite D
Puyallup, WA 98374

Sterling Dental Care
30620 Pacific Highway South, Suite 111
Federal Way, WA 98003

The Employer further recognizes the Union as the sole and exclusive bargaining agent for all bargaining unit employees employed by Employer in any new clinic opened and owned by the Employer and marketed by Pacific Dental Alliance, other than in Eastern Washington and within the jurisdiction of UFCW Local No. 555, upon an appropriate showing of interest, provided, however, that this recognition shall not be extended if at the time of the clinic opens for business the Sound Health and Wellness Trust does not offer a fee scheduled dental plan.

ARTICLE 2 - UNION MEMBERSHIP

2.1 Membership. All employees subject to this Agreement shall be required, as a condition of employment, to become and remain members of the Union. Employees who are members of the Union in good standing shall, as a condition of employment, maintain their membership in the Union for the duration of this Agreement to the extent of paying the periodic dues uniformly required as a condition of Union membership. All newly employed employees shall make application to join the Union thirty-one (31) days following their date of hire and shall, as a condition of employment, maintain their membership in the Union for the duration of this Agreement to the extent of paying the periodic dues uniformly required as a condition of union membership.

2.2 Dues Deduction. Upon presentation of a voluntarily submitted, individually signed authorization form, the employer agrees to deduct from the paycheck of each employee the monthly dues required of members of the Union during the life of this Agreement. The amounts deducted will be transmitted to the Union by check payable to its order on or before the end of the following month. Upon issuance and transmittal of the check to the Union, the employer's responsibility shall cease with respect to deductions covered thereby. The Union and each employee authorizing the assignment of her/his wages for the payment of Union dues hereby undertakes to indemnify and hold the employer harmless from all claims, demands, suits or other forms of liability that may arise against the employer for and on account of any such deduction made from the wages of an employee pursuant to the terms of this section.

2.3 Voluntary Political Action Fund Deduction. During the term of this Agreement, the Employer shall deduct a sum specified from the pay of each member of the Union who voluntarily executes a political action contribution wage assignment authorization form (UFCW Active Ballot Club). When filed with the Employer, the authorization form will be honored in accordance with its terms. The amount deducted and a roster of all employees using payroll deduction for voluntary political action contributions will be promptly transmitted to the Union by separate check payable to its order. Upon issuance and transmission of a check to the Union, the Employer's responsibility shall cease with respect to such deductions. The Union and employee authorizing the assignment of wages for the payment of voluntary political action contributions hereby undertakes to indemnify and hold the Employer harmless from all claims, demands, suits or other forms of liability that may arise against the Employer for or on account of any deduction made from the wage of such employee.

2.4 Probationary Employee. An employee shall be considered a probationary employee during the first ninety (90) days of work. Probationary employees shall accrue seniority and benefits and be eligible to use them based on their status as full-time or part-time employees, as defined in this Agreement. During or prior to the conclusion of the probationary period, either the Employer or the employee may decide to terminate the employment relationship for any reason without notice or pay in lieu of notice; such terminations shall not be subject to the grievance procedure of this Agreement.

The parties agree that the only benefits of seniority accrual provided by this Agreement are vacation accrual and movement between steps in the wage scale.

2.5 Temporary Employee. An employee who is hired for a definite limited period of time, generally not to exceed ninety (90) calendar days in length. This period may be extended for an additional ninety (90) days with the Union's consent, but in no event to exceed a total of six (6) months, unless agreed to by the Union and the Employer. Temporary employees shall be ineligible for benefits. Upon transfer to regular status, the employee will be subject to a ninety (90) day probationary period.

2.6 Reduction of Hours Worked. The Employer has the right to reduce hours based on workload. Any reduction in hours shall be on a voluntary basis. If insufficient volunteers offer to reduce their hours, then the Employer shall make reductions on a rotational basis.

ARTICLE 3 - UNION REPRESENTATION

3.1 Rosters. Upon the signing of this Agreement and, as requested by the Union but not more than quarterly, the Employer shall supply to the Union a list of all employees covered by this Agreement. The list shall include the name, address, classification, social security number, date of hire, gross monthly pay for the past three (3) months, hourly rate of pay, and regular hours worked for each employee. Each month the Employer shall also send a list of those persons covered by this Agreement who were hired or terminated during that month and their addresses. Semi-annually, the Employer will provide a list of per diem employees and the number of hours worked during the last six (6) months.

3.2 Union Access/Representatives. The Union's authorized staff representatives may have access to the employer's premises for the purpose of transacting Union business. Union business shall not take place in patient care areas, disrupt care or be on an employee's working time. The Union Representative shall endeavor to provide the employer at least twenty-four (24) hours' advance notice prior to seeking access to the premises for Union meetings.

3.3 Bargaining Unit Representatives. The Union membership shall have the right to select Shop Stewards from among the employees in the unit. The Shop Stewards shall not be recognized by the Employer until the Union has given the employer notice of the selection. The representatives shall be the designated grievance representatives. The parties acknowledge that Union business performed by employees, including the investigation of grievances, will be conducted during non-working hours (i.e. rest breaks, meal periods, before and after work). Shop Stewards shall be released from work, with no loss of pay, to represent co-workers in disciplinary meetings or grievance meetings. A Shop Steward shall be permitted to meet with each newly hired employee at the time and place worked out with the Employer. The meeting shall be within the employee's first fourteen (14) days of employment.

3.4 Discipline and Discharge. Discipline and discharge shall be for just cause. Employees who have been discharged by the Employer shall, upon request by the employee, be given a written statement of the cause of discharge at the time of the discharge or with a reasonable time thereafter.

ARTICLE 4 HOLIDAYS AND PAY

4.1 Holidays. The following holidays shall be recognized under this Agreement after completion of a 90 day probationary period:

- New Year's Day
- Independence Day
- Thanksgiving Day
- Day After Thanksgiving Day
- Christmas Day
- One Personal Paid Day
- Memorial Day
- Labor Day

Full-time employees will be paid regularly scheduled hours in addition to 8 hours for holiday pay. The employer will calculate each employee's average daily hours compensated from the prior three months before the Holiday. If the employee averaged more than 7 hours compensation per day, they will be paid the full holiday pay. If they averaged less, the employee will be paid holiday pay on that average.

Holidays designated by this Agreement shall be observed on the designated day. When a holiday falls on a Saturday, Friday will be the observed day. When a holiday falls on a Sunday, Monday will be the observed day.

Vacations can be combined with holidays under the following rules:

For each holiday, each clinic is guaranteed one employee allowance to combine vacation with that holiday. This allowance will be given to employees on a rotational basis. More than one employee per clinic may combine vacation and a particular holiday, but after the one allowance, patient care coverage may dictate only the one allowance be granted.

The One Personal Holiday can be used as sick leave. The Personal Holiday can be combined with vacation as long as (2) weeks notice is given and the proposed vacation period is available.

In order to receive holiday pay, employees must work their last scheduled day before the holiday and first scheduled day after the holiday. This provision shall not apply in case of a serious illness or injury or in the event of a death in the family.

ARTICLE 5 - VACATION

Vacations are provided based upon the following schedule on working 36 hours per week:

MAXIMUM HOURS	YEARS	ACCRUAL RATE
40 hours after	1 year	1 hour per 46.8 compensated
48 hours after	2 years	1 hour per 39.0 compensated
56 hours after	3 years	1 hour per 33.4 compensated
64 hours after	4 years	1 hour per 29.25 compensated
80 hours after	5 years	1 hour per 23.4 compensated
88 hours after	6 years	1 hour per 21.27 compensated

96 hours after	7 years	1 hour per 19.5 compensated
104 hours after	8 years	1 hour per 18.0 compensated
112 hours after	9 years	1 hour per 16.71 compensated
120 hours after	10 years	1 hour per 15.6 compensated

Employees may choose to take vacation hours as sick pay. The first time an employee uses sick leave each year, the employee should promptly notify the employer and the absence will not require a Doctor's note. Subsequent sick leaves in a calendar year will require a Doctor's note. The employee is to provide two (2) weeks notice to the Employer when scheduling vacation time.

Vacation shall be credited in arrears, *i.e.*, vacation shall be available for use beginning the anniversary date following its accrual. A new hire is not eligible to use vacation accrued during the first year of employment until his/her first anniversary date. Upon the completion of one year of employment, if an employee properly terminates (2 weeks notice), the employee will be entitled to cash out unused accrued vacation, including vacation accrued during the anniversary year of his/her termination. If an employee's vacation is cancelled or denied by the employer, unused vacation will roll over through the first 3 months after the employee's next anniversary date.

ARTICLE 6 – COMPENSATION

6.1 Wage Rates. Employees covered by this agreement shall be paid in accordance with hourly wage schedule set forth in the schedule below on the employee's anniversary date. All work performed over forty (40) hours in a work week will be paid at time and one-half (1 1/2).

The following wage rates shall be effective upon ratification.

Receptionists/Sterilizer			
			2014
Step 1			\$13.00
Step 2 (after 6 months)			\$13.70
Step 3 (after 1 year)			\$14.15
Step 4			\$14.45
Step 5			\$14.70
Step 6			\$14.90
Step 7			\$15.20
Step 8			\$15.50
Step 9			\$15.80
Step 10			\$16.10
Step 11			\$16.40
Step 12			\$16.70
Step 13			\$17.00
Step 14			\$17.30
Step 15			\$17.60

Step 16			\$17.90
Step 17			\$18.20
Step 18			\$18.50
Step 19			\$18.80
Step 20			\$19.10
Step 21			\$19.40
Step 22			\$19.70

The wage scales set forth above shall be red-circled and shall not increase until the wages rates paid to Receptionists by Sunrise Dental increase beyond those set forth above. Thereafter, the wages paid to Receptionists/Sterilizers shall increase, effective on July 1 of the contract year, to the wages rates paid to comparable employees by Sunrise Dental.

Dental Assistants/Billers			
			2014
Step 1			\$15.85
Step 2			\$16.35
Step 3			\$16.90
Step 4			\$17.50
Step 5			\$17.70
Step 6			\$18.10
Step 7			\$18.30
Step 8			\$18.60
Step 9			\$18.90
Step 10			\$19.20
Step 11			\$19.50
Step 12			\$19.70
Step 13			\$20.00
Step 14			\$20.30
Step 15			\$20.60
Step 16			\$20.90
Step 17			\$21.20
Step 18			\$21.50
Step 19			\$21.70
Step 20			\$22.00
Step 21			\$22.30
Step 22			\$22.30

Effective the first pay period beginning on or after July 1, 2015, the wage scales shall be increased by an amount equal to \$.25 per hour.

Effective the first pay period beginning on or after July 1, 2016, the wage scales shall be increased by an amount equal to \$.25 per hour.

Effective the first pay period beginning on or after July 1, 2017, the wage scales shall be increased by an amount equal to \$.25 per hour.

Any employee currently over scale will not be penalized as the wage rates established are minimums. The Employer may advance employees on the wage scale before the employee's anniversary date. If this happens, the employee will also advance on the wage scale on their next anniversary date.

6.2 Financial Hardship Wage and Benefit Freeze. If at any time a clinic covered by this Agreement experiences a reduction in net profits of twenty five percent (25%), when compared to the previous contract year, then the wages (including step increases) and the health and welfare and pension contributions shall be frozen. The reduction in net profits shall be evidenced by an audited financial statement, which the Employer shall provide the Union.

If the net profit at the end of the contract year is no longer twenty five percent (25%) lower than the comparison year, then the freeze shall end (otherwise, it shall continue for another contract year). Employees shall remain at their then existing steps, but they shall receive the wage applicable to the new contract year. The employer's benefit contributions shall also be the rates applicable to the new contract year.

For example, if a clinic's net profits for the period July 1, 2011 through June 30, 2012 are more than 25% lower than the clinic's net profits for the period July 1, 2010 through June 30, 2011, then the employees' wages/steps and the employer's benefits contributions shall be frozen at their June 30, 2012 level. The freeze shall end only if the clinic's net profits July 1, 2012 through June 30, 2013 are less than 25% lower than the original comparison year, July 1, 2010 through June 30, 2011.

ARTICLE 7 - GRIEVANCE PROCEDURE

7.1 Grievance Defined. A grievance is a claim by an employee that the employer has breached any provision of this Agreement or has disciplined or discharged an employee without just cause.

7.2 Procedure to Present a Grievance. A grievance shall be processed in accordance with the following procedure:

Step 1: Notify supervisor in writing within 14 calendar days of the violation in an attempt to resolve the complaint and/or dispute. A written response will be presented to the grievant within 14 calendar days of the meeting with the decision.

Step 2: If not resolved at Step 1, the employee shall contact the Union Representative within 14 calendar days of the answer in Step 1. A mutually agreed upon meeting time and date will be set to discuss the complaint and/or dispute with the supervisor in an attempt to resolve the issue. A written response will be submitted to the Union within 14 calendar days

Step 3: In the matter is not resolved at Step 2 the Union can pursue the matter to arbitration by written notification from the Union within 14 calendar days of the decision at Step 2. Arbitration procedures will be discussed at the time of notification by the Union. Each party shall bear their own fees and costs, including attorney's fees, associated with the arbitration and shall split the cost of the arbitrator.

ARTICLE 8 - HEALTH & WELFARE

8.1: The Employer and the Union agree to be bound by the terms of the Trust Agreements, which created the Sound Health and Wellness Trust, as initially executed on June 18, 1957, or the Trust Agreement which established the Sound Health and Wellness Trust, initially adopted December 3, 1998, as applicable, by all subsequent revisions or amendments thereto, including the revision of January 25, 1990, and by all policies and other conditions of participation and eligibility, which may be established from time to time by the Plan Document, the Trusts' Rules and Regulations, the Summary Plan Description, and other pertinent procedures, practices, and Trustee actions. The Employer accepts the Employer Trustee members of the Board of Trustees, and their duly appointed successors, as its representatives for purposes of managing the Trust. The Union accepts the Labor Organization Trustee members of the Board of Trustees, and their duly appointed successors, as its representatives for purposes of managing the Trust.

8.2: Adoption of Health and Welfare Labor Agreement: The Employer and the Union agree to be bound by the Health and Welfare Labor Agreement, effective May 2007, by and between Allied Employers, Inc. and UFCW Union Local 21, and by all subsequent revisions or amendments thereto.

Employers party to this Agreement shall continue to pay on a per compensable hour basis (maximum of one hundred and seventy-three (173) hours per calendar month per employee) into the Sound Health and Wellness Trust for the purpose of providing the employees with hospital, medical, surgical, vision, group life, accidental death and dismemberment, weekly indemnity benefits and dental benefits in accordance with the contribution rates and related provisions established by the separate Health and Welfare Agreement between Allied Employers, Inc., and various Local Unions dated April 1, 1977 and as subsequently amended, including the revision dated May 5th 2013.

8.3 Compensable Hour defined: The term "compensable hour" shall mean any hour for which any employee receives any compensation required by this agreement.

8.4 Contributions. Effective July 1, 2014, based on June 2014 hours, the Employer shall pay into the Trust up to the sum of four dollars and seventy cents (\$4.70) per compensable hour on behalf of all members of the bargaining unit who worked sixty (60) hours or more during the preceding month. The hourly rate shall be paid up to one hundred seventy three (173) hours per employee per month. The four dollars and seventy cents (\$4.70) rate is available until July 1, 2015, when the rate shall increase to four dollars and eighty six cents (\$4.86). The parties agree to increase the contribution rate on July 1, 2016 consistent with any increase in plan rates up to a maximum of five dollars and three cents (\$5.03). The Employer shall continue to pay the required amount as set by the Trust for the duration of

this Agreement up to but not to exceed five dollars twenty cents (\$5.20) per compensable hour.

8.5 The Contribution referred to shall be computed monthly and the total amount due for each calendar month shall be remitted in a lump sum no later than twenty (20) days after the last day of the month in which the contributions were earned.

8.5.1 Notwithstanding the foregoing Section, the Board of Trustees of the Sound Health & Wellness Trust shall have the authority to establish and enforce a method for reporting contributions on an accounting period basis, rather than a calendar month basis. In such a case, the one hundred and seventy-three (173) hour maximum shall be appropriately adjusted, as directed by the Trustees, provided that in no event shall the Employer's total obligation be different than what it would have been on a calendar month basis. Further, the total contributions due for each approved accounting period shall be remitted in a lump sum not later than twenty (20) days after the end of the accounting period.

8.6 Dependent Coverage: Effective at ratification all members of the bargaining unit shall pay a weekly fee for their premium and/or family coverage as set by the Trust.

8.7 Eligibility: Each member of the bargaining unit shall be entitled to benefits under the rules established by the Board of Trustees.

8.8 Dental Benefits: Employees participating on the Plan will receive dental benefits. Those employees who choose the Plan's Schedule of Benefits for their dental option will receive dental services provided by their employer with no out of pocket costs, up to the limits of the plan. Employees who choose to participate in the Plan's other dental options, or who receive services outside of their employer will pay for services as dictated by the Plan's dental coverage. Dental services provided by providers other than the employee's employer will not be paid by the employer.

ARTICLE 9 - WESTERN EMPLOYEES BENEFIT TRUST

The employer agrees to abide by the Letter of Understanding attached to this document.

ARTICLE 10 – NO STRIKE

Neither the Union nor its members, agents, representatives, employees or persons acting in concert with them, shall incite, encourage or participate in any strike, walkout, slowdown, sympathy strike, or other work stoppage of any nature whatsoever, nor shall they engage in any form of economic pressure or picketing against the Employer. In the event of any strike, walkout, picketing, slowdown or work stoppage or threat thereof, the Union and its officers will do everything within their power to end or avert the same during the term of this Agreement. The Employer shall not lock out the employees.

ARTICLE 11 – MANAGEMENT RIGHTS

Except as expressly limited by the terms of this Agreement, the management of the business and the direction of the work force including the right to hire, assign, suspend, transfer, promote, discharge or discipline for just cause, and to maintain discipline and efficiency of it employees

and the right to relieve employees from duty because of lack of work or for other reasons; the right to require reasonable overtime work by employees; the right to establish standards of performance and staffing requirements; the right to establish, modify and change rules, regulations and personnel policies; the right to determine the extent to which the business shall be operated and to change such methods or processes or the use new equipment or facilities; the right to establish, change and adjust work schedules, to subcontract out work and to extend, limit or curtail its operation is vested exclusively in the Employer. The parties recognize that the above statement of management responsibilities is for illustrative purposes only and should not be construed as restrictive or interpreted so as to exclude to those prerogative not mentioned which are inherent to the management function. All matters not covered by the language of this Agreement shall be administered by the Employer on a unilateral basis in accordance with such policies and procedures, as it from time to time shall determine.

ARTICLE 12 - DURATION OF AGREEMENT

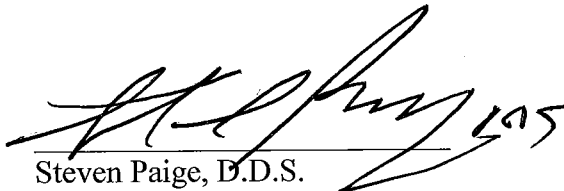
This Agreement shall become effective July 1, 2014 and shall continue in full force and effect through June 30th, 2018 and shall continue in effect from year to year thereafter, unless written notice of desire to amend or terminate the Agreement is served by either party by certified mail upon the other at least ninety (90) days prior to date of expiration. If written notice to amend is given, then this Agreement shall remain in effect until the terms of a new amended Agreement are agreed upon.

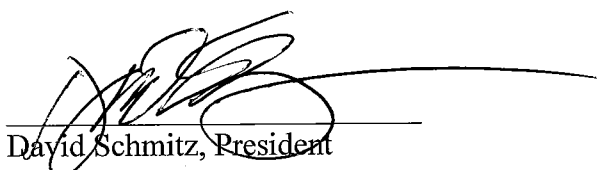
In the event of inadvertent failure by either party to give the notice set forth in this Article, such party may give notice at any time prior to the termination date of this Agreement. If a notice is given in accordance with the provisions of this Article, the expiration date of this contract shall be the ninetieth (90) day following such notice.

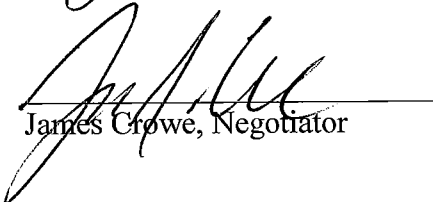
IN WITNESS WHEREOF, the parties hereto have executed this Agreement this 18 day of March, 2015.

Affordable Dental

UFCW LOCAL 21


Steven Paige, D.D.S.


David Schmitz, President



James Crowe, Negotiator

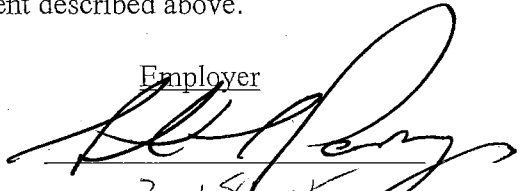
Letter of Understanding

This Letter of Understanding is entered into this ___ day of _____, 2014, by and between the United Food and Commercial Workers Local 21 (referred to as the "Union") and Affordable Dental (referred to as the "Employer").

In consideration of the mutual promises contained herein, the Union and the Employer hereby agree as follows:

1. The Union and the Employer are entering into a collective bargaining agreement dated June 30th, 2009, setting forth terms and conditions of employment for work described by the collective bargaining agreement.
2. The Union and the Employer hereby agree to supplement the collective bargaining agreement to provide for wage deferral election contributions by employees covered by the collective bargaining agreement to the Western Employees Benefit Trust.
3. The Employer agrees to recognize pre-tax wage deferral elections made by employees covered under the terms of the above described collective bargaining agreement and to transmit the amounts withheld from such employees wages on a pre-tax basis as soon as the funds can be transmitted and no later than the 15th day of the following month to the bank or other depository designated by the administrator of the Western Employees Benefit Trust.
4. The Employer hereby agrees to provide for Employer paid contributions on behalf of all employees covered by the collective bargaining agreement to the Western Employees Benefit Trust. The Employer agrees to pay an initial contribution rate of \$.35 per hour no later than the 15th day of August 2015 on July hours to depository designated by the administrator of the Western Employees Benefit Trust. The employer also agrees to contribute such other amounts as agreed upon by the Parties in the future.
5. The Employer agrees to provide such information with respect to employees covered by the collective bargaining agreement as may be needed by the administrator of the Western Employees Benefit Trust to complete any required IRS discrimination tests.
6. The Employer agrees to the terms of the Plan document and Trust Agreement.
7. This Letter of Understanding is effective as of the date set forth above, and is applicable for the balance of the term of the collective bargaining agreement or until later amended by the parties. In all other respects, the Employer and the Union affirm all of the terms and conditions of the collective bargaining agreement described above.

Union
By: 
Date: 1-9-2015

Employer
By: 
Date: 3-18-15

Letter of Understanding

This Letter of Understanding is entered into this ___ day of _____, 2014, by and between the United Food and Commercial Workers Local 21 (referred to as the "Union") and Affordable Dental (referred to as the "Employer").

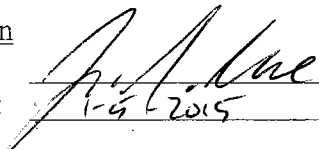
In consideration of the mutual promises contained herein, the Union and the Employer hereby agree as follows:

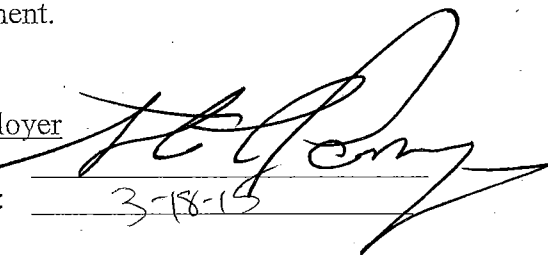
1. Lateness: All employees (except sterilization techs) are expected to be at work and clocked in 10 minutes prior to the office's opening time. Sterilization techs are expected to be at work and clocked in promptly at opening time. A five (5) minute grace period will be allowed. A pattern of lateness, 6 times per rolling year, will result in a warning; 8 times per rolling year will result in a second warning; 10 times per rolling year will result in a one-day suspension; 11 times per rolling year will result in termination.

2. Attendance: If an employee is unable to report to work, the employee must call his/her manager directly no less than thirty (30) minutes before the beginning of the shift. If the employee is unable to speak to the manager directly, then the employee shall leave a message for the manager and then contact the office telephone number and leave another message. Failure to notify the manager and the office in a timely fashion will result in an unexcused absence. A pattern of absences (excused or unexcused) within a rolling one-year time period will result in discipline, as follows: 6 occurrences will result in a written write-up; 8 occurrences will result in a final warning; 10 occurrences will result in termination. An "occurrence" is one absence for the same illness, provided, however, that an occurrence will not be given to an employee for a preapproved and/or prescheduled absence so long as it is preapproved and prescheduled at least 2 weeks prior to the date of the absence. If the absence is foreseeable, the employee is required to request time off in advance directly from the manager. A request for time off must be filled out and approval must be obtained.

Absence from work without notifying the manager ("no-call, no-show") twice within a rolling year will be considered a voluntary resignation.

This Letter of Understanding is effective as of the date set forth above, and is applicable for the balance of the term of the collective bargaining agreement.

Union
By: 
Date: 3-18-15

Employer
By: 
Date: 3-18-15

THE UNION DIFFERENCE

As a union member, you have certain rights at your workplace:

A Voice at Work

Because you have a union, you have a voice at work. A negotiating committee of union members and staff negotiate with management—as equals—over wages, benefits, working conditions, and other issues. The union committee pushes for the issues that union members choose. The result of negotiations is a proposed contract which members vote on before it takes effect.

Right to Union Representation

Every union member has the right to union representation during an investigatory interview that could lead to discipline. This is called your “Weingarten” right, after a Supreme Court case which established the right to representation.

Just Cause for Discipline

The just cause provision in your union contract ensures you have due process in cases of discipline. The just cause standard is a well-defined set of legal rules that involve several different “tests” of a disciplinary action. The tests of just cause provide considerable protection against retaliation, discrimination, or other unfair actions.

The Security of a Union Contract

As a union member, your wages and working conditions are spelled out in writing in a legally-binding union contract. You are not alone at the workplace—instead, you have the security of knowing that your rights are protected by your union contract and backed up by the 44,000 other members of UFCW 21.

Statement of Your Right to Union Representation (Weingarten Rights)

“I understand that this proceeding is for the purpose of investigating whether I may receive discipline. Therefore, I request that a union representative be present on my behalf before this proceeding continues. If you insist that the proceeding continue without allowing me union representation, I hereby protest your denial of rights guaranteed to me under federal labor law.”

Know Your Rights:

- Fair Treatment and Respect
- Family and Medical Leave
- Union Representation

Learn more about your rights:

www.ufcw21.org

Our mission: building a powerful Union that fights for economic, political and social justice in our workplaces and in our communities.

VISIT UFCW21.ORG:

SCHOLARSHIP INFO | BARGAINING UPDATES | STEWARD TRAININGS | HELPFUL MEMBER RESOURCES | ACTIONS INFORMATION ON YOUR RIGHTS | AND MORE...

UFCW 21

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