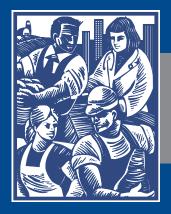
Agreement by and between

# **UFCW 21** and **Sunrise Dental**



Effective 6/1/2018 - 5/31/2022



## 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 46,000 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.

My Union Steward:	-

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.

2018-2022 Agreement By and Between

Sunrise Dental And UFCW Local 21

This Agreement is made and entered into by and between Sunrise Dental, 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 forth 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 in the bargaining unit consisting of all regular full-time and regular part-time employees employed by the Employer at the locations set forth on Exhibit A in the classifications set forth in the wage scale in this Agreement, excluding supervisors, managers, office managers, licensed dentists, temporary and per diem employees, and confidential employees.

The Employer further recognizes the Union as the sole and exclusive bargaining agent for all employees in covered positions employed by Employer in any new clinic opened and owned by Employer and marketed under Sunrise Dental, upon an appropriate showing of interest, within the jurisdiction of UFCW Local 21 in the geographic area west of the Cascades to the Pacific Ocean, north to the U.S. border and south to a line running east and west ten (10) miles north of city boundary of Chehalis, Washington. The Employer shall notify the Union of any such new clinics in said jurisdiction and provide the Union an opportunity to meet with potential bargaining unit employees. Notwithstanding the foregoing, nothing herein shall be interpreted to require the Employer to recognize the Union at any current location represented by another union.

#### **ARTICLE 2 - UNION MEMBERSHIP**

- 2.1 <u>Membership</u>. 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 <u>Dues Deduction</u>. Upon presentation of a voluntarily submitted, individually signed authorization form, the Employer agrees to deduct from the paycheck of each employee the monthly dues and initiation fees 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 The Employer will advise the Union if it establishes any new non-supervisory job classifications that may be appropriate to this bargaining unit.

#### **ARTICLE 3 - UNION REPRESENTATION**

- 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 <u>Union Access/Representatives</u>. The Union's authorized staff representatives may have access to the Employer's premises for the purpose of transacting Union business at mutually convenient times. 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 business.
- 3.3 <u>Bargaining Unit Representatives</u>. 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 written notice of the selection. The Shop Stewards 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, but excluding arbitrations. 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 <u>Voluntary Political Action Fund Deduction</u>. The Employer shall deduct the sum specified from the pay of each member of the Union who voluntarily executes a political action contribution authorization form. The amount deducted and a roster of each employee authorizing assignment of wages will be transmitted to the Union. The Union and each employee authorizing the assignment of wages for payment of the voluntary political action contributions hereby undertakes to indemnify and hold the Employer harmless from all claims, demands, suits and other liability that may arise against the Employer for or on account of any deduction made from the wages of such employee.

3.5 <u>Discipline and Discharge</u>. 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 for discharge at the time of discharge or within a reasonable time thereafter.

#### ARTICLE 4 - HOLIDAYS AND PAY

The following holidays shall be recognized under this Agreement:

New Year's Day - January 1 Independence Day - July 4 Thanksgiving Day - Fourth Thursday in November Christmas Day - December 25 Four (4) Personal Paid Days

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.

Regular part-time employees will receive holiday pay on a pro-rata basis calculated on their FTE status.

#### ARTICLE 5 – VACATION AND LEAVE

5.1 Vacations are provided based upon the following schedule:

40 hours after	1 year
56 hours after	2 years
64 hours after	3 years
72 hours after	4 years
80 hours after	5 years
88 hours after	6 years
96 hours each year after	8 years
104 hours after	9 years
112 hours after	10 years
120 hours after	11 years

Regular part-time employees will receive vacation pay on a pro-rata basis calculated on their FTE status.

- 5.2 Employees may choose to take vacation hours as sick pay. To do so, they will need to notify the Employer in a timely manner.
- 5.3 Employees shall be required to give at least fourteen (14) calendar days' written notice of resignation. Failure to give notice shall result in loss of all accrued vacation.
- 5.4 Employees shall receive two (2) paid days of bereavement leave per year in the event of the death of a spouse, parent, parent-in-law, child or registered domestic partner.

#### ARTICLE 6 – COMPENSATION

6.1 <u>Wage Rates</u>. Employees covered by this agreement shall be paid in accordance with the hourly wage schedule set forth in the schedules below:

Employees shall move to the next step on the Wage Schedule on the beginning of the first pay period on or after the employee's anniversary date.

Effective on the first pay period beginning on or after June 1, 2018, the wage scales set forth below shall apply.

Effective the first pay period beginning on or after June 1, 2019, the wage scales shall be increased by an amount equal to \$.35 per hour.

Effective the first pay period beginning on or after June 1, 2020, the wage scales shall be increased by an amount equal to \$.35 per hour.

Effective the first pay period beginning on or after June 1, 2021, the wage scales shall be increased by an amount equal to \$.35 per hour.

Effective the first pay period beginning after ratification of the Agreement, any employee whose then current hourly rate is between steps on the scale shall be moved to the next step if the difference between the wage rate and the scale is less than \$0.15 per hour; if the difference between the wage rate and the scale is \$0.15 or greater, the employee will be moved to the next step on the scale on the next regular pay period following the employee's anniversary.

Any employee over the top of the scale will receive a lump sum bonus in June 2018, June 2019, June 2020 and June 2021 equal to 2% of the gross wages earned for the previous twelve (12) months; provided, the employee must be employed on June 1 of the applicable year to receive such lump sum bonus. The June 2018 lump sum bonus will be paid with the first payroll period beginning on or after ratification of the Agreement.

#### Dental Assistant Wage Scale:

Step	<u>6-1-18</u>
First Six Months	\$16.20
Step A	\$16.70
Step B	\$17.20
Step C	\$18.30
Step D	\$18.60
Step E	\$18.80
Step F	\$19.20
Step G	\$19.40
Step H	\$19.70
Step I	\$20.00
Step J	\$20.30
Step K	\$20.60
Step L	\$20.80

Step	M	\$21.10
Step	N	\$21.40
Step	O	\$21.70
Step	P	\$22.00
Step	Q	\$22.30
Step	R	\$22.60
Step	S	\$22.80
Step	T	\$23.10
Step	U	\$23.40
Step	V	\$23.90
Step	W	\$24.40

Employees at Step U for over one year as of June 1, 2018 will move to Step W effective June 30, 2018. Dental Assistants starting at the First Six Months Step will move to Step A after completing the first six (6) months of employment and will move to Step B on their first anniversary.

#### Receptionist Wage Scale:

Step	6-1-18
Step A	\$14.50
Step B	\$14.80
Step C	\$15.10
Step D	\$15.40
Step E	\$15.70
Step F	\$16.00
Step G	\$16.30
Step H	\$16.60
Step I	\$16.90
Step J	\$17.20
Step K	\$17.50
Step L	\$17.80
Step M	\$18.10
Step N	\$18.40
Step O	\$18.70
Step P	\$19.00
Step Q	\$19.30
Step R	\$19.60
Step S	\$19.90
Step T	\$20.20
Step U	\$20.50
Step V	\$21.00
Step W	\$21.50

See attached Letter of Understanding for Patient Account Representative classification.

The Employer reserves the right to advance employees through the wage progressions as needed but shall place employees on a step of the wage scale unless the employee is paid over the top of the scale.

6.2 <u>401(k)</u>. The Employer shall pay on behalf of all non-probationary employees on a per compensable hour basis (maximum of one hundred and seventy-three (173) hours per calendar month per employee) into the Western Employees Benefit Plan 401(k) the following amounts:

6-1-18 (first pay period on or after 6-1-18), \$0.40

#### ARTICLE 7 - GRIEVANCE PROCEDURE

- 7.1 <u>Grievance Defined</u>. 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. Newly hired employees shall have a ninety (90) day probationary period and shall not have access to the grievance procedure during such period.
- 7.2 <u>Procedure to Present a Grievance</u>. A grievance shall be processed in accordance with the following procedure:
  - <u>Step 1</u>: Notify supervisor in writing within fourteen (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 fourteen (14) calendar days of the meeting with the decision.
  - <u>Step 2</u>: If not resolved at Step 1, the employee shall contact the Union Representative and/or Shop Steward within fourteen (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 fourteen (14) calendar days.
  - Step 3: If not resolved at Step 2, the Union Representative and/or Shop Steward may move the grievance to Step 3 by providing written notice to the Employer within fourteen (14) calendar days of the answer in Step 2. A mutually agreed upon meeting time and date will be set to discuss the complaint and/or dispute with the designee of the Employer in an attempt to resolve the issue. A written response will be submitted to the Union within fourteen (14) calendar days.

The Employer's failure to timely submit a written response to a grievance shall automatically move the grievance to the next step.

7.3 <u>Step 4, Arbitration</u>. If the grievance is not settled on the basis of the foregoing procedures, either the Employer or the Union may submit the issue in writing to arbitration within ten (10) working days following the receipt of the Step 3 response. If the Union and the Employer fail to agree on an arbitrator, the parties shall select an arbitrator as provided in this Article. The arbitrator's decisions shall be final and binding on all parties. The arbitrator shall not have authority to add to, subtract from, or otherwise modify the provisions of this Agreement, but shall be authorized only to interpret existing provisions of this Agreement as they may apply to the specific facts of the issue in dispute. Each party shall bear one-half (½) of the fee of the arbitrator and any other expense jointly incurred incident to the arbitration hearing. All other expenses, including attorney's fees, shall be borne by the party incurring them, and neither party shall be responsible for the expenses of the witnesses called by the other party.

This grievance procedure shall terminate on the written expiration date of this contract, unless the contract is extended by the mutual written consent of the parties. Grievances arising after the expiration date of this contract shall be null and void and shall not be subject to the grievance procedure.

Timelines under the grievance procedure may be extended in writing by mutual agreement.

The Union and Employer agree, where grievances are constituted pursuant to this procedure and are referred to arbitration, the grieving party shall request a list of seven (7) arbitrators located in Washington from the Federal Mediation and Conciliation Service. Either party may reject the list in total and request a second list. Once the final list is secured the parties shall alternatively strike names until one (1) name remains; the party to strike first shall be determined by the flip of a coin.

#### ARTICLE 8 - HEALTH AND 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, 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 <u>Adoption of Health and Welfare Labor Agreement</u>. 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 Locals 21, 44, 81, 367, 1439, UFCW International, and Teamsters Union Local 38, 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 6, 2007, subject to the limitation set forth in Section 8.3 below.

#### 8.3 <u>Contributions.</u>

Effective May 2019 based on April 2019 hours, the Employer shall pay into the Trust up to the sum of five dollars thirty cents (\$5.30) per compensable hour on behalf of all members of the bargaining unit who worked sixty (60) hours or more during the preceding month. Nothing prohibits the Employer from paying above the annual cap. The hourly rate shall be paid up to one hundred and

seventy-three (173) hours per employee per month. Any amount of required contribution exceeding five dollars thirty cents (\$5.30) per compensable hour shall be shared equally (50/50) between the Employee and employees, with the employee share paid for through monthly payroll deduction.

- 8.4 <u>Dependent Coverage</u>. 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.
- 8.5 <u>Eligibility</u>. Each member of the bargaining unit shall be entitled to benefits under the rules established by the Board of Trustees.

#### ARTICLE 9 - NO STRIKE

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 10 - 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 its 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 to use new equipment or facilities; and the right to establish, change and adjust work schedules, to subcontract out work and to extend, limit or curtail its operations 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 prerogatives 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 11 - ENTIRE AGREEMENT

Complete Agreement. The parties acknowledge that during the negotiations which resulted in this Agreement all had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Employer and the Union, for the term of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated, to bargain collectively with respect to any matter during the term of this Agreement. The parties further agree, however, that this Agreement may be amended by mutual consent of the parties in writing at any time.

#### ARTICLE 12 - DURATION OF AGREEMENT

This Agreement shall become effective June 1, 2018 and shall continue in full force and effect through May 31, 2022 ("termination date"), 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. Upon receipt of such notice, negotiations shall commence. In the event negotiations do not result in a new Agreement on or before the expiration date, this Agreement shall terminate unless both parties mutually agree to extend the contract.

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 (90th) day following such notice.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement this day of

SUNRISE DENTAL

Abraham Ghorbanian, DDS

Todd Crosby, President

#### Letter of Understanding for Patient Account Representative:

This Letter of Understanding is entered into this day of <u>DeC</u> 2018, by and between the United Food and Commercial Workers Local 21 (referred to as the "Union") and Sunrise Dental (referred to as the "Employer").

The Parties agree that the lone incumbent Patient Account Representative will maintain his current wage rate, subject to increase as the Employer may elect. If another Patient Account Representative is necessary for business operations, the Employer agrees to contact the Union for the purpose of bargaining a wage scale for this classification.

Union

By:

Date:

Employer

By:

Date: > 00 20th/2018

#### **EXHIBIT A**

Auburn

201 N. Division Street Auburn, WA 98001

**Bellevue** 

1200 112<sup>th</sup> Ave., NE, Ste. C-222 Bellevue, WA 98004

Bellingham

3800 Byron Avenue, Ste. 100 Bellingham, WA 98229

**Bothell/Mill Creek** 

18204 Bothell Everett Hwy, Ste. E Bothell, WA 98012 Carnation 4466 Tolt Avenue Carnation, WA 98014

**Everett** 

111 SE Everett Mall Way, Ste. B-100 Everett, WA 98208

Federal Way

33600 6<sup>th</sup> Ave S., Ste. 102 Federal Way, WA 98003

Issaquah

5006 E Lk Samm Pk Way SE Issaquah, WA 98029

Kent

10216 SE 256<sup>th</sup> St., Ste. 108 Kent, WA 98030

Lakewood

6006 100<sup>th</sup> Street SW Lakewood, WA 98499

Lynnwood

3505 188<sup>th</sup> Street SW Lynnwood, WA 98037

Maple Valley

22035 SE Wax Rd., Ste. 5 Maple Valley, WA 98038

Marysville

1603 Grove Street Marysville, WA 98270 Monroe

267 East Main St., Unit 201 Monroe, WA 98272

**Mount Vernon** 

2120 Freeway Drive Mount Vernon, WA 98273

1930 E. College Way, Ste. B Mount Vernon, WA 98273

**Olympia** 

3250 14th Ave., NW Olympia, WA 98502

Redmond

8309 165<sup>th</sup> Ave NE, Ste. 101 Redmond, WA 98052

Renton

3218 NE 12<sup>th</sup> St., Ste. B Renton, WA 98056

SeaTac/Seattle

12610 Des Moines Memorial Dr., Ste. 208 Seattle, WA 98168

Seattle/Downtown

509 Olive Way, Ste. 1122 Seattle, WA 98101

Sequim

1258 W. Washington Street Sequim, WA 98382

Shoreline

18532 Firlands Way North, Ste. B Seattle, WA 98133

Silverdale

9995 Silverdale Way NW, Suite 131 Silverdale, WA 98383

Tacoma

1530 S. Union Ave., Ste. 7 Tacoma, WA 98405

Tukwila/Southcenter

7100 Fun Center Way, Ste. 110 Tukwila, WA 98188

## 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 46,000 other members of UFCW 21.

## Statement of Your Right to Union Representation

(Weingarten Rights)

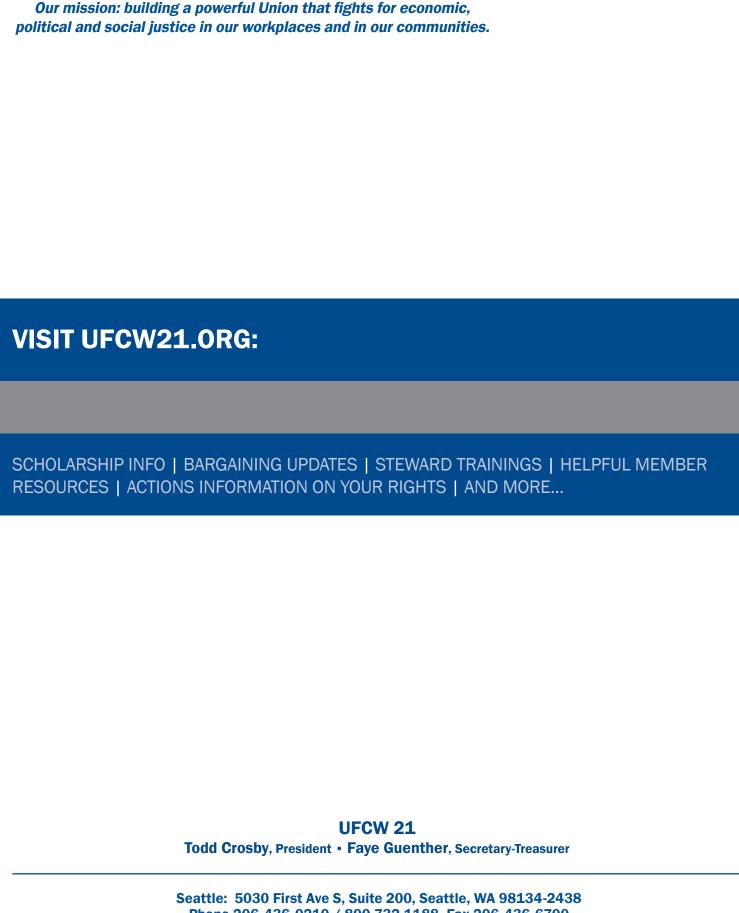
"I understand that this proceeding is for the purpose of investigating whether I may receive discipline. Therefore, I request that a union representative be present on my behalf before this proceeding continues. If you insist that the proceeding continue without allowing me union representation, I hereby 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



Phone 206-436-0210 / 800-732-1188, Fax 206-436-6700

Mt. Vernon: 1510 N 18th St, Mt Vernon, WA 98273-2604, Phone 360-424-5655, Fax 360-424-7909