

Vote Document Sunrise Dental

May 31, 2023

Redline Changes to the Contract

All references to UFCW Local 21 shall be changed to UFCW Local 3000.

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, personal phone number, email address (if available), 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.

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3.6 Meal and Rest Periods. Employees shall be allowed one (1) unpaid meal period of thirty (30) minutes during any shift that exceeds five (5) hours in length. Employees required to remain on duty during their meal period shall be compensated for such time at the appropriate rate of pay. Employees are expected and encouraged to record all missed rest breaks and meal periods, and will be paid accordingly. All employees shall be allowed one (1) paid rest period of fifteen (15) minutes for every four (4) hours of duty, such rest periods being in addition to the meal period. The Employer and employee may waive, in writing, a meal period which shall be revocable by either party.

ARTICLE 4 - HOLIDAYS AND PAY

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The following holidays shall be recognized under this Agreement:

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New Year's Day - January 1

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Independence Day - July 4

Thanksgiving Day - Fourth Thursday in November

Christmas Day - December 25

Four (4) Five (5) Personal Paid Days

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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.

5.4 Bereavement Leave ~~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.~~

Bereavement leave of up to two (3) days with pay shall be granted for death in the immediate family. Upon request, the employer may grant up to five (5) additional days of unpaid leave or paid vacation leave when out of state travel is required. Immediate family shall be defined as grandparent, grandchild, spouse, parent, child, sibling, stepparent, stepchild, step-grandparent, parent-in-law, brother/sister-in-law, significant other, daughter/ son-in-law.

ARTICLE 6 – COMPENSATION

6.1 Wage Rates. 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 shall apply.~~
- Effective the first pay period ~~beginning on or~~ after June 1, 2023 ~~19~~, the current wage scales shall be increased by an amount equal to \$1.00 per hour.
- Effective the first full pay period after January 1, 2025, the wage scales shall be increased by an amount equal to twenty-five cents (\$.25) per hour.
- Effective the first full pay period after June 1, 2023, each employee's actual rate of pay shall be increased by thirty-five cents (\$.35) per hour. . This will include employees being paid over the top scale rate.
- Effective the first full pay period after January 1, 2024, each employee's actual rate of pay shall be increased by an additional thirty-five cents (\$.35) per hour. This will include employees being paid over the top scale rate.

- Effective the first full pay period after June 1, 2024, each employee's actual rate of pay shall be increased by thirty-five cents (\$.35) per hour. . This will include employees being paid over the top scale rate.
- Effective the first full pay period after January 1, 2025, each employee's actual rate of pay shall be increased by forty-five cents (\$.45) per hour. . This will include employees being paid over the top scale rate.
- Should the applicable minimum wage exceed a wage at a step in the wage scale, the step wage shall be adjusted to the minimum wage
- Effective the first full pay period after June 1, 2023, all employees on the active payroll as of the date of payout will receive a bonus in the amount of nine hundred dollars (\$900.00), prorated by FTE.
- Effective the first pay period beginning on or after June 1, 2020~~16~~, the wage scales shall be increased by an amount equal to \$.~~3525~~ per hour.
- Effective the first pay period beginning on or after June 1, 2021~~17~~, the wage scales shall be increased by an amount equal to \$.~~3525~~ 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.

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.

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.

6.2 401(k). 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 States 401(k) Trust Fund the following amounts: 6-1-~~18~~23 (first pay period on or after 6-1-~~18~~23) ~~\$0.4035~~ \$0.50

ARTICLE 8 HEALTH AND WELFARE

~~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 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~~

8.1. The Employer and the Union agree to be bound by the terms and provisions of the Trust Agreement creating the Sound Health & Wellness Trust and 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 Trust's Summary Plan Description, and other pertinent rules, regulations, and Trustee actions. The Employer accepts as its representatives for the purpose of this Trust Fund, the Employer Trustees serving on the Board of Trustees of said Trust Fund and their duly appointed successors. Each Employer and the Union also agree to be bound by the terms of the parties' Health & Welfare and Pension Agreement and by all subsequent revisions or amendments thereto applicable to the contributions to the Sound Health & Wellness Trust.

8.2. The Employer shall pay on a per compensable hour basis (up to a maximum of one hundred and seventy-three (173) hours per calendar month per employee) into the Sound Health & 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 and as subsequently amended.

8.3. The details of the benefit programs, including a description of exact benefits to be provided, and the rules under which employees and their dependents shall be eligible for such benefits, shall be

determined by the Trustees of the Sound Health & Wellness Trust in accordance with the terms and provisions of the Trust Agreement creating the Trust, as may be subsequently amended.

8.4. The contribution referred to shall be computed monthly and the total amount due for each calendar month shall be remitted in a lump sum not later than twenty (20) days after the last day of the month in which the contributions were earned.

8.4.1 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.

8.5. The term "compensable hour" shall mean any hour for which any employee receives any compensation required by this Agreement.

~~8.36 Contributions. Effective (June 2023) based on (May 2023) hours, the Employer shall pay into the Trust up to the sum of five dollars thirty cents (\$5.30) four dollars 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. Nothing prohibits the Employer from paying above the annual cap. Effective May 2015 based on April 2015 hours, the Employer shall pay into the Trust up to the sum of four dollars eighty six cents (\$4.86) per compensable hour on behalf of all members of the bargaining unit who worked sixty (60) hours or more during the preceding month. Effective May 2016 based on April 2016 hours, the Employer shall pay into the Trust up to the sum of five dollars twenty cents (\$5.20) 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 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 Employer and employees, with the employee share paid for through monthly payroll deduction. The Employer shall continue to pay the required amount up to but not to exceed five dollars and thirty cents, (\$5.30) per compensable hour. The Employer shall continue to pay the required amount as set by the trust for the duration of the agreement.~~

8.74 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.

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

ARTICLE 12 - DURATION OF AGREEMENT

This Agreement shall become effective June 1, ~~2022~~ 2018⁴ and shall continue in full force and effect through ~~May 31, 2025~~ June 30, 2022¹⁸ ("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 _____, ~~2018~~4-2023

SUNRISE DENTAL

UFCW LOCAL 21

Abraham Ghorbanian, DDS

~~Todd Crosby~~ Faye Guenther, President