

**Agreement Between**  
(Clerical & Assistant)

**ASHEN COMPANY, LTD. INDIVIDUAL  
OWNER DENTISTS**

And

**LOCAL 1021  
SERVICE EMPLOYEES INTERNATIONAL  
UNION, CTW**

JUNE 30, 2021 through JUNE 30, 2025

**AGREEMENT**  
(Clerical & Assistant)

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OWNER DENTISTS**

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**SERVICE EMPLOYEES INTERNATIONAL UNION  
LOCAL 1021**

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## AGREEMENT

**THIS AGREEMENT** ("the Agreement"), is made and entered into by and between ASHEN COMPANY, LTD. And INDIVIDUAL EMPLOYER DENTISTS REPRESENTED BY ASHEN COMPANY, LTD. ("the Employer") and SERVICE EMPLOYEES INTERNATIONAL UNION LOCAL NO. 1021 ("the Union").

## WITNESSETH

**WHEREAS**, the parties here to are mutually desirous of entering into a collective bargaining agreement for the purpose of promoting their mutual welfare and for the purpose of bringing about equitable conditions off employment in order to render a more effective service to the public;

**NOW, THEREFORE, THE PARTIES MUTUALLY AGREE AS FOLLOWS:**

### ARTICLE 1. UNION RECOGNITION

**Section 1:** The Employer recognizes the Union as the sole and exclusive bargaining agent for the employees covered under this Agreement. This Agreement shall apply to and cover all permanent Dental Assistants, Receptionists and office employees employed at the offices, excluding employees in the classifications of Manager, Supervisor, as defined by the National Labor Relations Act, Insurance Manager, Head Bookkeeper, all supervisory accounting and payroll department employees, and all other supervisor and confidential employees ("the employees").

**Section 2:** The Employer agrees not to interfere with, coerce or intimidate his employees in the exercise of their right to bargain collectively. No employees shall be discriminated against on the account of race, color, creed, sex, national origin, union affiliation or because of being handicapped or a Vietnam-era veteran.

### ARTICLE II. EMPLOYMENT

**Section 1:** If the Union had knowledge of a qualified person who would desire to be considered for employment by the Employer, it may notify the Employer of that fact, setting forth the name, address, phone number and qualifications of that person. The Employer shall give the Union equal opportunity with all other recruiting sources to refer suitable applicants for

employment, but the Employer shall not be required to hire those persons referred by the Union or any other particular recruiting source. The Employer shall not discriminate against applicants because of race, color, age, creed, sex, national origin, union affiliation or because of being handicapped or a Vietnam-era veteran.

**Section 2:** The Employer shall notify the Union of the name, address, classification and date of employment of each new employee, and the name and last date of employment of any employee who leave the employ of the Employer by the last day of the month during which a new employee commences work or an employee leaves the employ of the Employer, as the case may be.

**Section 3:** Each employee shall become a member of the Union within ninety (90) days from the execution of this Agreement on ninety (90) days from the date of employment, whichever occurs last, and shall remain a member of the Union in good standing as a condition of continued employment. Upon the Employer's receipt of written notice from the Union of failure or the part of the Employer shall, within seven (7) days of the Union's notice, discharge the employee if the employee does not join the Union with the seven (7) day period.

**Section 4:** An employee who is hired for a specific period of time, not to exceed sixty (60) days, for the express purpose of substituting for employees who are or will be taking vacation time, shall not be subject to any of the privileges, benefits or rights contained in the Agreement, except they shall not be paid wages lower than those provided in the Agreement.

The Union shall not grieve or appeal the termination of such vacation replacements, unless the grievance or appeal is based upon a claim that the termination was due to race, color, creed, sex, age, national origin, union affiliation, handicap or for being a Vietnam-era veteran. The Employer shall notify the union, by date of hire, the name and anticipated period of time on the payroll of such vacation replacements.

**Section 5:** All employees, other than vacation replacement, designated pursuant to Article II, Section 4 herein, employed for an average of at least twenty (20) hours per week during their probationary period shall be deemed to be permanent employees hereunder, so long as they continue to be employed for an average of at least twenty (20) hours per week, inclusive of holidays, vacation and sick leave taken, during any twelve (12) month period while this Agreement is in effect.

**Section 6:** Any employee may voluntarily assign to the Union, through a payroll deduction, sums equivalent to the initiation fee, reinstatement fee dues and assessments that are uniformly required by the Union as a condition of membership in accordance with the Constitution and Bylaws of the Union. Voluntary assignment by an employee of those sums shall continue in effect until it is revoked pursuant to the Section 6, or until the termination of the Agreement, whichever occurs first. The Employer's obligation pursuant to this Section 6 is limited to remitting to the Union the sum of sums actually deducted from wages earned by the employee.

Payroll deduction authorization, pursuant to this Section 6, shall be made on properly executed forms provided by the Union as set forth in Exhibit A hereto and incorporated therein by this reference. Any voluntary assignment of sums this Section 6 shall continue in effect unless revoked by the employee within and during the thirty (30) day period prior to any anniversary

date of this Agreement or any renewal hereof by written notice to the Employer and to the Union by registered mail, return receipt requested.

Any payroll deduction authorization executed by an employee shall be canceled automatically if that person ceases to be employed as an employee, if the Union is no longer recognized the Employer, or this agreement expires without having been renewed or extended or a new agreement is not executed prior to its expiration.

The Union shall indemnify and hold the Employer harmless against any and all claims, demands, suits or other forms of liability that may arise out of or by reason of action taken or not taken by the Employer for the purpose of complying with any of the provisions of this Article or in reliance on any list, notice or assignment furnished under this Article. This indemnification shall not cover failures or alleged failure of the Employer to submit monies deducted to the Union.

Payroll deductions pursuant to this Section 6 shall be made for each month during the term of the Agreement from the first paycheck during each month received by the employee. The Employer shall submit all monies deducted pursuant to this Section 1 to the Union no later than the twenty-fifth (25<sup>th</sup>) day of the month for which the deduction is made, together with a list of the employees for who the monies were deducted.

**Section 7:** Voluntary COPE deductions will be authorized as long as there is no cost to the Employer.

**ARTICLE III. SHOP STEWARD AND UNION REPRESENTATIVE**

**Section 1:** The Union shall notify the Employer in writing of its designation of any employee as Shop Steward: The Employer shall recognize the designated Shop Steward as the representative of the Union for the employees. *All complaints shall be discussed on un-paid time.*

The employer and the Union agree that no employee shall be discriminated against for his/her designation or activity as a steward. The employer shall allow stewards reasonable un-paid release time to investigate and attend grievance meetings with the prior approval from their supervisor. Permission shall be granted except in the event of emergency or when the employee's absence would disrupt the worksite, in which event a mutually agreeable time will be set.

Weingarten and disciplinary meetings, meetings with stewards requested by management, and grievance meetings shall be held at a time mutually agreed. Stewards shall be provided and relevant documents and/or personnel files for the purpose of preparing, investigating and representing the affected member at these meetings.

**Section 2:** The Union shall notify the Employer in writing of its designation of its accredited representative. The designated accredited representative shall be allowed access to the office at reasonable times during working hours, upon reasonable notice to the Employer to ascertain

whether the conditions set forth in the Agreement are being fulfilled or for business relative to Union matters, so long as the visitation does not interfere with normal function of the office of the work to be preformed by any of the Employer's employees.

#### **ARTICLE IV. CONDITIONS OF EMPLOYMENT AND DISCIPLINE**

**Section 1:** Any employee discharged or disciplined shall be given notice in writing of the reason for the discharge or the discipline at the time thereof and a copy of the notice shall be sent to the Union. Any issue with respect to whether a discharge or disciplined of any employee was for cause is subject to the grievance procedure set forth in Article XVII herein.

**Section 2:** Except for the probationary employee, the Employer shall not discharge or discipline any employee except for jut cause. Employees shall be counseled or disciplined in private. Instructions or directions may be given at any time.

**Section 3:** Both parties agree that discipline will be for just cause and will follow progressive discipline unless there are facts supporting immediate termination. All employees who are discharged or disciplined shall be informed in writing of the reason(s) for discharge or discipline. Employees will be notified of an investigatory meeting that may lead to discipline prior to the meeting. Supervisors shall ask employees if they wish the presence of a Union Steward and/or Union Representative. The Employer will, at the request of the employee and/or Union, furnish copies of necessary and or/relevant documents or written statements used by the Employer as a basis for the disciplinary action.

#### **ARTICLE V. LAYOFFS, RESIGNATIONS AND SENIORITY**

**Section 1:** Should dullness of trade necessitate a layoff of employees, the employees shall be laid off according to seniority in the area in which they are employed. The three "areas" shall include all offices in the Sacramento area (Marconi Avenue, Rancho Cordova, Roseville and Stockton Boulevard); the office in Stockton and the office in Modesto. An employee's seniority in the area is defined as the length of continuous service with the Employer in the area. This Section V shall not be construed, however, as permitting an employee to exercise any seniority rights unless they have the competency and ability to perform the available work. The Employer shall be the judge of competence and ability subject to review by the grievance procedure.

**Section 2:** The Employer shall give 2 weeks' notice of layoff of pay in lieu thereof to all non-probationary employees when a layoff is necessary. The Union shall be notified 2 weeks in advance as well and provided with a complete list of all employees who are being laid off, a seniority list for all employees, a list of all vacancies, and an explanation of the events necessitating layoff.

**Section 3:** Continuous service shall be broken by:

- A. Discharge;

- B. Voluntary resignation;
- C. Layoff which continues for more than six (6) months;
- D. Leave of absence beyond the mutually agreed-upon period;
- E. Absence due to disability which continues for more than six (6) months;

F. Failure to report within seventy-two (72) hours after the date of notification of recall is sent by telegram, copy to the Union, to the last known address of the employee. If the employee is hospitalized, the seventy-two (72) hours shall commence with the doctor's release.

**Section 4:** An employee shall not attain seniority or have any seniority privileges hereunder until they have completed their probationary period upon completion of their probationary period, the employee's seniority shall commence on their date of hire. The Union expressly waives the right to grieve and appeal any termination of probationary employee; unless the Union proves that the employee was terminated because of race, color, age, creed, sex, national origin, union affiliation, handicap or being a Vietnam-era veteran.

**Section 5:** An employee shall be considered on probation- for the first one hundred twenty (120) days of his or her employment.

**Section 6:** Employees desiring to change shifts may do so upon written request, based upon seniority, providing an opening exists within their classification on the desired shift. Should a night shift employee request a day shift assignment, the Employer shall first have the right to hire a new employee and train said new employee on the day shift for a period not to exceed sixty (60) days before transferring the senior employee to the day shift and the new employee to the night shift.

## ARTICLE VI. WAGE SCALE

**Section 1:** All wages provided for herein are minimum wages. Nothing contained herein shall affect the right of the Employer to pay wages in excess of the minimums.

**Section 2:** Employees who have been employed for 3 years with Ashen shall be paid at least:

- \$13.50 – Front Office employees
- \$13.90 – Dental Assistant
- \$14.80 – Registered Dental Assistants

Employees who have been employed for three years and are below the anchor for their classification will move to the pay specified above upon ratification. Employees doing work in a higher classification (i.e. Front Office working as ADA or RDA shall be paid wages of that higher classification while they are doing the work.

Payment of the first year increases will be retroactive to 7-1-2021 for all current employees.



- .50 cents per hour across the board increase effective July 1, 2021
- .50 cents per hour across the board increase effective July 1, 2022
- .50 cents per hour across the board increase effective July 1, 2023
- .50 cents per hour across the board increase effective July 1, 2024

Payment to employees with ten or more years of service to receive a one time increase of \$.45 per hour effective on the ratification of the agreement.

**Section 3:** The Employer agrees to pay the rate established by the Internal Revenue Service as reimbursement to employees who are required to work on a temporary basis in another office of the Employer. Such reimbursement shall be paid for round trip travel from the employee's "home" office to his/her "visiting" office. If an employee is notified to report directly to his/her visiting office, the employee shall be paid the difference in mileage between the employee's "home" and "visiting" office.

**Section 4:** The Employer agrees to pay half of the cost of classes, up to \$300 per class as reimbursement to employees taking continuing education classes required for licensing and/or courses for advancement provided the advancement courses are approved. Pre-approved time for classes shall not be counted as absences for the purpose of discipline and will not be considered part of an employee's 15% time off without pay.

**Section 5:** Employees who chose to opt out of healthcare benefits shall be paid a differential of \$1.50/ hour beginning immediately upon ratification.

#### **ARTICLE VII. PAYMENT OF WAGES**

**Section 1:** In no event shall wages be paid less than twice a month during the term of this Agreement.

**Section 2:** There shall be no differential in wages paid to, or hours worked by, female employees who perform the same type of work assigned to and performed by male employees.

**Section 3:** Upon the request of the Union, the Employer shall inform the Union of any changes in the wages of any employee and give the accredited representative on the Union any information concerning wages relative to the employees.

#### **ARTIVE VIII. HOURS OF WORK**

**Section 1:** A normal week's work shall consist of forty (40) hours, excluding Sunday work. A regular day's work shall be deemed to consist of not more than eight (8) hours in any nine (9) hour period. An unpaid lunch period of no longer than one (1) hour shall be provided as close to the middle of the eight (8) hour regular workday as possible. Work performed before the time established in the office to begin work, and work performed after the time established in the office to stop work, shall be considered overtime and shall be paid for at the rate of time and

one-half (1 1/2) of the regular wage rate established herein. Any workday established shall not begin earlier than 7:00 a.m., or end later than 10:00 p.m.

**Section 2:** No more than then (10) hours of overtime work per employee above the established forty (40) hour workweek shall be permitted in any given week without approval of the Union of the employee who is being asked to perform the overtime work. The Employer may require an employee to perform a reasonable amount of overtime up to that limit.

**Section 3:** Overtime shall only be given to those in the department in the office for which overtime is required and shall be divided as equitably as possible.

**Section 4:** Making up for lost time during a regular workday at no fault of the employee shall not be permitted to avoid overtime.

**Section 5:** A full-time employee reporting for work on a regular scheduled workday shall be guaranteed a minimum of eight (8) hours of work or eight (8) hours of straight-time pay in lieu thereof, unless the failure to provide work is for reasons beyond the control of the Employer or by reason of the employee's failure to report to work on time.

**Section 6:** Should the employer implement night and/or weekend shift(s) both parties will meet prior to implementation to bargain over wage differential, assignment, hours and impact.

**Section 7:** It shall be a violation of this Agreement should any employee of the Employer work for another company or person in the industry covered by this Collective Bargaining Agreement while in the employ of the Employer. However, this provision shall not apply to an employee who works for another employer in this industry under a collective bargaining agreement.

#### **ARTICLE IX HOLIDAYS**

**Section 1:** The following days shall be considered holidays: NEW YEAR'S DAY, WASHINGTON'S BIRTHDAY, MEMORIAL DAY, INDEPENDENCE DAY, CHRISTMAS EVE DAY, CHRISTMAS, and DAY BEFORE NEW YEAR'S EVE. All un-worked holidays shall be paid for at the rate of eight (8) hours of straight time, regardless of the day of the week upon which such holiday falls. However, if an employee regularly works less than eight (8) hours per day, they shall be paid only for the number of hours they would have worked on that day had it not been a holiday. In the event any holiday occurs on Saturdays, the preceding Friday shall be considered the holiday. If New Year's holiday occurs on a Saturday or Sunday, the holiday shall be granted on the preceding Friday.

**Section 2:** If an employee is required to work on a holiday, they shall be paid, in addition to the pay to which they are entitled in Section 1 above, one and one-half (1-1/2) times their regular hourly rate of pay for the first eight (8) hours of work on the holiday, and two and one-half (2 1/2) times their regular rate of pay for work in excess of eight (8) hours on that day. All work on Sunday shall be paid at the rate of one and one-half (1-1/2) times the employee's regular wage rate.

**Section 3:** In order to qualify for holiday pay, the employee must have been employed at least sixty (60) days by the Employer prior to such holiday. The employee must have worked their regularly scheduled workday before and after such holiday, unless the absence is due to illness, or is excused by the Employer. If the employee did seek the attention of a doctor, then a physician's certificate will, if required, be furnished to the Employer. In addition, the employee must not have been on layoff or leave of absence at the time of the holiday in order to receive holiday pay.

#### **ARTICLE X. VACATION**

**Section 1:** Any full-time employee who has been continuously employed by the Employer for one (1) year, vacation accrual as follows: 1 week after 1 year, 2 weeks after 2 years, 3 weeks after 5 years, and 4 weeks after 15 years. All part-time employees shall be entitled to a vacation pursuant to this Section 1 in an amount directly proportional to the average number of hours worked in the prior year.

**Section 2:** An employee may take more than ten (10) days of vacation at a time, up to the maximum number of days they have earned, provided that, in the Employer's judgment, the extended vacation will not interfere with the reasonable business and operational requirements of the office. Should any of the holidays mentioned in this Agreement fall during an employee's vacation period, the employee shall be entitled to an extra day of vacation, as well as to holiday pay for the un-worked holiday.

**Section 3:** Any employee who has been continuously employed by the Employer for twelve (12) months shall be entitled to vacation pay equal to eight (8) hours of straight time pay for each day of vacation earned.

**Section 4:** Should an employee be discharged, laid off or should they resign, they will be entitled to receive the vacation pay that they have earned, provided they have worked at least six (6) months for the Employer. At the request of an employee, the Employer will cash out vacation leave at the straight-time hourly rate, up to half of the employee's yearly accrual.

**Section 5:** Employees may take their vacations only during the years of eligibility and there shall be no accumulations of vacations from one year to the other, except as follows: By the mutual agreement of an employee and the Employer the employee shall have the option to have their vacation accumulated from one year to the other.

**Section 6:** Balances shall also be provided within 3 business days of written request.

#### **ARTICLE XI. SICK LEAVE**

**Section 1:** Every employee covered by this Agreement who has been continuously employed by this Employer for a period of at least one (1) year shall thereafter be entitled to six (6) days of

sick leave with pay per year. Sick leave may be used for family illness of doctor's appointments and may be taken in hourly increments. A doctor's certificate or other reasonable proof of illness may be required by the Employer. Such sick leave with pay shall be applicable only in cases of bona fide illness or accident.

**Section 2:** Sick leave benefits may be accumulated up to a maximum of eighteen (18) days. All sick leave taken by employees shall be in no less than one (1) hour increments. At the request of the employee, the Employer shall pay for any accumulated sick leave over twelve (12) days at their straight-time hourly rate.

**Section 3:** It is the intention of the Employer and the Union that sick leave benefits payable hereunder shall be integrated with unemployment compensation disability benefits and/or workers' compensation temporary disability benefits which may be received by an employee. During the preliminary period of sick leave, when benefits are not payable from unemployment compensation disability benefits or workers' compensation temporary disability, the employee shall receive a full day of pay for each day for which the employee is eligible for sick leave pay. Sick leave pay shall be integrated with unemployment compensation disability benefits and/or workers' compensation temporary disability benefits so that the sum of the daily leave benefits which may be payable to an employee, shall not exceed one hundred percent (100%) of the employee's regular straight-time daily rate for any one day, the sick leave pay for that day shall be reduced accordingly. Any portion of the sick leave allowance not received by the employee by reason of any such reduction shall be retained in the employee's sick leave pay amount as part of the employee's accumulated sick leave pay credits. In order to effectuate the integration of all sick leave benefits, sick leave will be calculated on an hourly rather than a daily basis.

**Section 4:** Balances shall also be provided within 3 business days of the written request.

#### **ARTICLE XII. FUNERAL LEAVE PAY**

**Section 1:** In the event of a death in the immediate family (parents, grandparents, brother, sister, spouse domestic partner, in-laws, or children) of an employee who has completed the probationary period, the employee shall, upon request to the Employer, be allowed such time off with pay as is necessary to make arrangements for and/or attend the funeral, not to exceed three (3) regularly scheduled working days of the employee. Unused vacation or sick leave may be used to extend funeral leave. To be eligible for funeral leave for the death of a domestic partner the employee must have on file with Human Resources an approved statement of domestic partnership.

To qualify for funeral leave pay, an employee must:

- a. Have worked at least three (3) consecutive workdays immediately preceding the date of death of the relative, unless the failure to do so was due to unpaid vacation, paid sick leave, or paid holiday, or the absence is due to illness that is confirmed in writing by the employee's physician or is excused by the Employer; and
- b. Return to work on the first regularly scheduled workday after the funeral leave expires.
- c. The Personnel Manager may request proof of death.

### ARTICLE XIII. DENTAL BENEFITS

**Section 1:** After six (6) months of employment with the Employer pursuant to this Agreement, an employee shall be entitled to dental benefits and coverage under the Employee's Dental Plan and the Addendum thereto attached to this Agreement. For the term of this Agreement, the Employer agrees to pay the full cost of the Employee's Dental plan for employees and eligible dependents, with the exception of the co-pays listed on pages 1,2,3 and 4 of the Employee's Dental Plan. Such benefits shall apply to any employee working thirty (30) hours per week or more after such employee has completed (12) months of continuous service. The Employer shall maintain the schedule of covered benefits set forth on pages 1,2,3 and 4 of the Employees Dental Plan for employees and eligible dependents for the term of this Agreement.

**Section 2:** Eligible dependents, for the purpose of this Article only, are defines as the lawful spouse of the employee and the employee's unmarried children (natural, step, adopted or foster), for whom you are entitled to a deduction on your income tax, and who are less than 19 years of age, unless such child is attending school as a full-time student and under 24 years of age. A full-time student is defined as one who is enrolled at an accredited secondary school, college, or university for minimum of (12) units of study. Verification of eligibility will be needed any semester/quarter break if the student was enrolled full-time and completed the preceding semester/quarter. Coverage for eligible dependents will be extended through the winter break if the student was enrolled full-time and completed the fall semester/quarter. It is the employee's responsibility to advise the Employer as to the termination of coverage due to disenrollment or graduation of an eligible dependent.

**Section 3:** Pre-Authorization for Dental Treatment for employees or individuals covered under an employee's plan shall be approved or denied within 2 weeks of the employee's request.

### ARTICLE XIV. INSURANCE

**Section 1:** The employer shall provide to all eligible employees and their dependents' group health coverage under the Kaiser Health Plan HRA \$1500 for single and \$3000 for employee plus spouse of children of family. Employer provides an annual HRA contribution to meet the annual deductible. There will be contract opener on November 1 of each year of this agreement to negotiate benefits for the following year.

For the full term of this Agreement Employees hired before January 1, 2007 will contribute \$30.00 to the cost of the health and welfare plan. All employees hired after January 1, 2007 will pay \$80.00 per month towards the cost of the plan for individual coverage and \$150.00 per month towards the cost of the plan for family coverage or the employee plus spouse of children. Employees hired after ratification of this Agreement (November 2009) will pay \$150 per month towards the cost of the plan for individual coverage and \$250 per month towards the cost of the plan for family coverage. The deductions for the health and welfare will be taken from the check the employee receives that does not contain a deduction for dues coverage.

**Section 2:** Eligible employees, for the purpose of this Article only shall be an employee who has been paid eighty (80) hours of time in each calendar month and the probationary period has been completed.

**Section 3:** Eligible dependents for the purpose of this Article only, are defined as the lawful spouse of the employee and the employee's unmarried children (natural, step, adopted or foster) for whom the employee is entitled to a deduction on their income tax, and who are less than 19 years of age, unless such child is attending school as a full-time student and under 24 years of age. A full-time student is defined as one who is enrolled at an accredited secondary school, college, or university for a minimum of twelve (12) units of study. Verification of eligibility will be needed any semester/quarter. Eligibility will be extended through a summer break if the student was enrolled full-time and completed the preceding semester/quarter. Coverage for eligible dependents will be extended through the winter break if the student was enrolled full-time and completed the fall semester/quarter. It is the employee's responsibility to advise the Employer as to the termination of coverage due to disenrollment or graduation of an eligible dependent.

#### **ARTICLE XV. NO STRIKE/NO LOCKOUT**

**Section 1:** The Union shall not call or engage in any strike, slowdown or stoppage of work, unless the Employer has bailed to comply with the award of an arbitrator, and the Employer agrees that it will not engage in lockout of the employees unless it violates the provisions of Section 1. The Union shall use its best efforts in good faith to require its members to perform their services for the Employer, even though any other groups or persons may be on strike provided the performance of their services does not subject them to the hazard of bodily harm.

**Section 2:** SEIU Mailer: The Union will send a mailer to all SEIU members of Local 1021 every six months for the duration of the agreement promoting the Employer's discounted services (with the Employer assuming all costs). The Union will provide the mailers to the Employer for review but the final mailer will be mutually agreed upon prior to distribution to union members. The first mailer will be sent to members after ratification.

## ARTICLE XVI. MISCELLANEOUS

**Section 1:** The Employer shall maintain the office in a healthful and sanitary condition. All areas of the office shall be kept clean and well ventilated, well lighted and at a temperature not injurious to the health of the employees. The employees shall at all times keep their work areas and equipment in a clean and sanitary condition. The Employer and employee shall conform to and abide by the California Labor Code and shall correct any violations when called to their attention.

**Section 2:** There shall be no individual agreement between the Employer and any of the employees in conflict with this Agreement.

**Section 3:** All meeting of employees, when called by the Employer, shall be considered as being on the employer's time and shall be paid for by the Employer. If the meetings take place during working hours, the employees attending the meeting shall be paid by the Employer for the time spent at the meeting at the employee's attending the meeting shall be paid by the Employer for the time spent at the meeting at time ad one-half (1-1/2) of the employee's regular straight time hourly rate.

**Section 4:** Before any sale, assignment or change in name of ownership of the office is made by the Employer, the new ownership shall be fully informed as to all terms and conditions of this Agreement, and the Employer shall do everything within reason to see that the employees do not suffer loss of benefits provided by this Agreement through sale, assignment or other change in name or ownership of the office. After the terms of this Section 4 have been complied with and the Union notified of the Employer's action, the original owners shall be released from further responsibility in connection therewith.

**Section 5:** "Kickbacks" or "reimbursements" in any manner whether direct or indirect, from an employee to the Employer for the sake of maintaining employment are absolutely prohibited. Acceptance of such "kickbacks" or "reimbursements" by the Employer shall be deemed a breach of this Agreement.

**Section 6:** Where the male gender is used in this Agreement, it shall be understood to apply to the female gender.

**Section 7:** An employee shall be allowed four (4) days in any calendar year, at their option, from their regular sick leave or vacation, for personal leave. The employer shall not reasonably deny a request for a leave, and each employee shall give reasonable notice of the request for such leave. The leave granted hereunder shall be taken in segments of one (1) hour or more.

**Section 8:** Employees shall be granted leaves of absence, without pay, to attend such functions as union conventions. Employees shall give the Employer as much advance notice as possible when requesting such leave.

**Section 9:** The Employer and the Union agree that the conduct, dress and appearance of an employee are important to the success of both. Therefore, employees are expected to be neat in appearance and dress and to conduct themselves in accordance with reasonable standards. Employees who violate conventional standards in conduct, dress and appearance shall be given a written warning of their offense and may be subject to disciplinary action, including discharge, for subsequent violation.

**Section 10:** The Employer agrees to comply with all state and federal laws and regulations with regard to maternity leave.

**Section 11:** The Employer allows employees to clock in five (5) minutes before their start time. It is further understood that any employee who clocks in before their start time will waive their right to pay. However, in the event the Employer requests an employee to work prior to their start time, the employee will be compensated at their regular rate of pay.

**Section 12:** If on any regular workdays the dentist is off, an employee has the option of taking the day off without pay, by mutual agreement with the office Manager. The day off will not be considered an unexcused absence.

**Section 13:** In a calendar month employees will be allowed to take up to 15% of their scheduled work time off without pay. This time shall not result in discipline.

#### **ARTICLE XVII. FAVORED NATIONS CLAUSE**

Section 1: Favored Nations (Me too clause with Fresno Union)

#### **ARTICLE XVIII. GRIEVANCES**

**Section 1:** All grievances and complaints resulting from the operation of this Agreement or arising under specific clauses thereof or in any dispute regarding the interpretation or application of this Agreement shall be handled in the following manner.

- a. The grievance or complaint, signed by the aggrieved employee, the Shop Steward, or union representative shall be submitted in writing within the time herein provided. The Shop Steward or union representative will present the grievance or complaint to the immediate supervisor of the aggrieved employee who shall give it prompt attention and hear the complaint within ten (10) working days from written submission.
- b. The grievance or complain shall be considered to have been waived by the aggrieved employee unless it is presented to the aggrieved employee's



immediate supervisor within fifteen (15) working days after the action or inaction giving rise to the grievance or complaint occurs, unless circumstances beyond the control of the aggrieved employee prevent its presentation within that fifteen (15) day period.

- c. If the Shop Steward or union representative and the immediate supervisor of the aggrieved employee cannot reach an understanding within (48) forty-eight hours after the grievance or complaint is presented to the employee's immediate supervisor, the matter shall be presented directly to the Employer or its designated agent and the Union Business Agent, Human Resources or their representative.
- d. The aggrieved employee may, at his election and without pay, be present at any of the meetings involved in the grievance procedure provided herein.
- e. In the event the two parties are unable to settle the grievance or complaint, the matter shall be referred to arbitration. In the event the parties are unable to agree upon the selection of an impartial arbitrator, they shall request the California State Conciliation Service to furnish the names of five (5) persons qualified to act as arbitrators. The representative of the Employer and the Union shall each have the choice of selecting two (2) persons from the five (5) persons listed, with the first choice being determined by lot. The remaining fifth person shall thereby be selected as arbitrator.

#### **ARTICLE XIX. UNION-MANAGEMENT RELATIONS**

**Section 1:** The Union agrees that it will cooperate with the Employer and support its efforts to assure a full day of work on the part of its member.

**Section 2:** Employees shall be required to perform a standard amount of work in an efficient manner, and the Union agrees to cooperate to that end.

**Section 3:** The Employer and the Union agree that communication is beneficial to the collective bargaining relationship. To that end, a Labor-Management Committee shall be established and shall be composed of one (1) management representative of the Employer – who shall have decision-making authority – and employee representatives of the Bargaining Unit (to be chosen by the Union). Upon the request of either party, the Committee shall meet at a mutually agreed upon time and place to discuss topics of mutual interest and concern. If either party request a meeting, the meeting will be scheduled within two weeks of the request unless both parties agree otherwise. Meetings will not occur more often than monthly without the consent of both parties.

#### **ARTICLE XX. WAIVER CLAUSE**

**Section 1:** The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understanding and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in 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 subject or matter not specifically referred to or covered in this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

**Section 2:** If any article, section, subsection, sentence, clause, or phrase of this Agreement is declared invalid or is in conflict with the Dental Practices Act, the law, including the Dental Practices Act, shall govern, and such invalidity or conflict shall not reflect the validity of the remainder of this Agreement.

**Section 3:** This Agreement shall remain in full force and effect from June 30, 2021 to and including June 30, 2025.

IN WITNESS WHEREOF, the parties hereto affixed their hands this day of Feb  
22 2022

ASHEN COMPANY, LTD.

By: [Signature] 2-22-2022  
Counsel for the Employer Date

SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 1021

By: [Signature] 2/28/22  
Reina Arroyo Date  
SEIU 1021 Union Representative

By: [Signature] 3-18-22  
David Canham, SEIU 1021 Date  
Executive Director

By: [Signature] 2/28/22  
Julie Herrera Date  
Bargaining Team Member

By: [Signature] 2-25-22  
Margarita Beltran Date  
Bargaining Team Member



Service Employees International Union – Local 1021  
4226 Coronado Ave.  
Stockton, CA 95204  
209-463-3417

Field Representative \_\_\_\_\_

Union Steward \_\_\_\_\_

Telephone Number \_\_\_\_\_