

# LABOR AGREEMENT

By and between

**Aava Dental**

And

**TEAMSTERS LOCAL UNION 63 & 542**

*Affiliated with the International Brotherhood of Teamsters*

May 1, 2023, through May 1, 2027

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**Aava Dental/Teamsters Local 63 & 542**

**Employer Proposal**

**May 1, 2023**

By and Between

Aava Dental

And

Teamsters Local Union No. 63 & 542

This Agreement is made and entered into by and between Aava Dental, hereinafter referred to as the "Employer," and Teamsters Local Union No. 63 & 542, hereinafter referred to as the "Union," for the purpose of fixing the scale of wages, schedule of hours, and the general working conditions affecting the employees, with the objective of establishing orderly and respectful relations between the employer and the employees.

**ARTICLE 1 - RECOGNITION AND BARGAINING UNIT**

1.1 The employer recognizes the Union as the sole and exclusive bargaining agent for all regular dental assistants, registered dental assistants, RDA-EF. Hygienist, sterilization techs, clerical workers, and marketing staff at its facilities located in North Hollywood, Lynnwood, Torrance, Lakewood, Mission Viejo, Santa Ana, Fullerton, Chino, Upland, Riverside, Lake Elsinore, Corona, San Bernardino, Bakersfield, and Kearny Mesa.

1.2 Excluded from the bargaining unit will be dentists, dental hygienists, sterilization technicians, clerical employees, supervisors, managers, confidential employees, all other employees, EF/2, and guards as defined in the Act.

1.3 For purposes of this Agreement, "full-time dental assistants" shall be dental assistants who work a minimum thirty-two (32) hours per work week.

1.4 The employer will notify the union in the event it hires part-time dental assistants at a covered facility.

## ARTICLE 2 - UNION SECURITY AND DUES CHECK-OFF

2.1 It shall be a condition of employment that all employees of the Employer covered by this Agreement who are members of the Union in good standing on the effective date of this Agreement shall remain members in good standing and those who are not members in good standing on the effective date of this Agreement become and remain members in good standing in the Union. It shall be a condition of employment that all employees covered by this Agreement hired on or after its effective date shall on the thirty-first (31st) calendar day following the beginning of such employment become and remain members in good standing in the Union.

2.2 The Employer shall notify the Union Office within seven (7) calendar days in writing giving name, social security number, hire date, home address and classification of any employee hired.

2.3 The Employer shall discharge an employee on the seventh (7th) calendar day after receipt of a written notice from the Union that such employee is not in good standing within the meaning of Section 8 (a)(3) of the Labor Management Relations Act. As amended, unless prior to the seventh (7th) calendar day such employee reinstates his good standing with the Union or becomes a member of the Union.

2.4 When provided a voluntary check-off authorization form signed by the employee, the Employer agrees to deduct the Union's authorized dues and/or service fees from the employees' pay as prescribed in the voluntary check-off form. The full amount of monies so deducted by the Employer shall be mailed to the Union by check no later than the 20th of each month along with an alphabetized list showing names and amounts deducted from each employee. The Union agrees to defend at its own expense, hold harmless and indemnify the Employer from any liability it may incur for complying with this section.

2.5 **Democratic, Republican, Independent Voter Education (DRIVE)** -The Employer shall deduct from the pay of each employee, each month, who furnishes a written assignment for DRIVE deduction. DRIVE shall notify the Employer of the amount designated by each contributing employee that is to be deducted from his/her paycheck on a monthly basis for all months worked. The phrase "months worked" excludes any month other than a month in which the employee earned wages. The Employer shall transmit to DRIVE National Headquarters on a monthly basis, in one (1) check, the Total amount deducted along with the names of each employee on whose behalf a deduction is made, the Employee's Social Security number and the amount deducted from the employee's paycheck. Employees will not be allowed to change the amount to be deducted more than one time during any sixty (60) calendar day period.

2.6 Probationary Employee - An employee shall be considered a probationary employee during the first one hundred-twenty (120) calendar days from the date of hire. Probationary employees shall accrue benefits and be eligible to use them based on their status as full. time 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 employment for any reason without notice or pay in lieu of notice. Such terminations shall not be subject to the Grievance Procedure of this Agreement.

2.7 Upon completion of the probationary period, the employee will receive a twenty-five cent (\$0.25) per hour wage increase and will graduate to the next appropriate Step increase (as set forth in Article 10) at the completion of one (1) year of service.

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

3.1 Admittance of Union Representatives- Business Representatives of the Union shall be allowed access to the employer's premises, for the purpose of observing the application of this Agreement and adjusting grievances, provided they do not enter patient care areas or areas where personal health information can be observed, disrupt the care of the patients, or interfere with an employee during the employee's working time.

3.2 Union Stewards -The employer recognizes the right of the Union to designate job stewards from the Union's membership list. "The Union steward will be recognized by the employer after receipt of a letter designating the bargaining unit member as a steward. Stewards shall be released from work, with no loss of pay, in order to represent co- workers in disciplinary meetings or grievance hearings.

3.3 The union will provide a notice seven (7) working days in advance to the Company in the event a bargaining member needs to be released from their daily work schedule.

### **ARTICLE 4 - GRIEVANCE & ARBITRATION PROCEDURES**

"Grievance" as used herein shall mean any dispute between the Employer and bis employees and/or the Union. Grievances must be resolved in accordance with the following grievance procedure.

4.1 **Step 1.** Employees will take up their grievances with the immediate supervisor within seven (7) calendar days of the date such grievance became or reasonably should have become known to the employee; otherwise, such grievance shall be null and void. If the employee so desires, s/he may also have her/his Union Representative present.

4.2 The Union or the Employer may initiate the grievance procedure and will take up the grievance with the other party within fifteen (15) calendar days after the occurrence of the event which gave rise to the grievance, or fifteen (15) calendar days from the date such grievance became or reasonably should have become known to the moving party.

4.2.1 Discipline: The Employer shall issue all disciplinary action no later than fourteen (14) calendar days from the event giving rise to such discipline or the company's knowledge of such event. Failure to issue disciplinary action within the time frame will waive the right to discipline.

4.3 **Step 2.** If the grievance is not resolved as set forth in 4.1, and if the moving party elects to proceed with it, the grievance shall be reduced to writing, and an attempt will be made to adjust the grievance. The responding party shall have ten (10) working days to respond in writing.

4.4 If the grievance remains unsettled following Steps I or 2, either party shall have the right to submit the dispute or grievance to arbitration, by submitting a request to the Federal Mediation and Conciliation Service to submit a list of seven (7) disinterested persons who are qualified and willing to act as an impartial arbitrator. From that list, within five (5) calendar days after its receipt, the grieving party shall strike the first (1st) name, and the parties will alternately strike one (1) of the names submitted until only one (1) name remains. The person whose name remains shall be selected as the sole arbitrator.

4.5 The arbitrator shall commence hearings within a reasonable period of time after his selection and shall render his award in writing within thirty (30) calendar days. The award of the arbitrator, together with his written findings and conclusions, shall be final and binding upon the parties to this Agreement and upon the complaining employee or employees, if any. The arbitrator is not vested with the power to change this Agreement in any of its parts, only to interpret and apply the provisions of the Agreement.

4.6 The arbitrator's fees and expenses, the cost of any hearing room, shall be borne equally by the Employer and the Union. All other costs and expenses, including attorney's fees shall be borne by the party incurring them.

4.7 The Employer and the Union agree to comply with the time limitations set forth above and either party shall have the right to insist that the time limitations be complied with; provided however, said time limitations may be waived by mutual agreement. A party's failure to respond to a grievance within the specified timelines shall result in the grievance being moved to the next step. In no event shall failure to comply with the time limits set forth in this Article deprive the arbitrator of authority to decide the grievance, including the issue of timeliness.

4.8 All grievances as defined in this Article shall be settled in accordance with the procedures outlined above.

## **ARTICLE 5 - HOLIDAYS, HOLIDAY PAY, SICK LEAVE, & PERSONAL LEAVE**

5.1 Holidays-The following Holidays and personal leave days shall be recognized under this Agreement after completion of a one hundred twenty (120) calendar day probationary period:

**New Year's Day**

**Independence Day**

**Thanksgiving Day**

**Christmas Day**

**Three (3) Personal Days to be scheduled by mutual agreement.**

5.2 Holidays designated in 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.

5.3 Full-time employees will be paid for eight (8) hours of their regular pay on the above-mentioned Holidays.

5.4 Vacations can be combined with Holidays.

5.5 If an employee is forced to work on a Holiday, s/he will receive the Holiday pay as outlined in Article 5.3; plus, she/he also will receive time-and-one-half (1 ½) for his or her noanal shift on said Holiday.

5.6 In order to receive Holiday pay, employees must work their last scheduled day before the Holiday and first scheduled day after the Holiday, unless employees have received their base pay on their last scheduled day before the Holiday and/or first scheduled day after the Holiday, i.e., the use of a vacation day or of a personal leave day.

5.7 All employees will be given three (3) days sick leave per year. All unused sick leave will be paid out prior to the next anniversary date.

An employee may begin using accrued paid sick days after the probationary period is completed.

## **ARTICLE 6 - VACATION**

6.1 Vacations are provided based upon the following schedule:

<b>40 hours after 1 year</b>	<b>88 hours after 6 years</b>
<b>56 hours after 2 years</b>	<b>88 hours after 7 years</b>
<b>62 hours after 3 years</b>	<b>104 hours after 8 years</b>
<b>72 hours after 4 years</b>	<b>104 hours after 9 years</b>
<b>80 hours after 5 years</b>	<b>120 hours after 10 years</b>

6.2 Vacations may be taken in full day increments or week(s) at a time increments. All vacation pay will be paid at the employee's regular straight time wage rate based on eight (8) hours of compensation for every day of vacation taken.

6.3 In order to assist in the scheduling of patients, employees will provide two weeks' notice to the employer when scheduling vacation time, with the exception of emergencies. In the event of competing requests for vacation time that are made before a vacation request has been granted, the vacation request of the more senior employee will be granted.

6.4 If an employee properly notifies the Employer of resignation (by giving a two-week written notice), she/he will be entitled to cash out of unused accrued vacation.

6.5 If an employee's vacation is cancelled or denied by the employer, unused vacation will roll over to the employee's next anniversary date. In no event shall an employee roll over more than two (2) weeks of vacation.



6.6 All unused accrued vacation that is not rolled over pursuant to Section 6.5 shall be cashed out on the next pay period following the employee's anniversary date.

#### **ARTICLE 7 - BEREAVEMENT LEAVE**

7.1 In the event of a death in the immediate family (spouse, child, parent, stepparent, brother, sister, father-in-law, mother-in-law, grandparents and grandchildren), the employer will grant the employee a leave of absence with pay for up to a maximum of two (2) working days. The basis of pay for bereavement leave, under the provisions of this article, shall be eight (8) hours at the employee's regular straight time wage for each such working day the employee loses.

#### **ARTICLE 8 - JURY DUTY**

8.1 When a regular employee is called upon for jury service in any municipal, county, state, or federal court, s/he shall advise the Employer the next business day. The employee shall submit a letter (prepared by the employer) to the court, requesting exemption from service due to hardship. The Company will grant up to four (4) days at eight (8) hours of straight time less any jury pay received by the employee, as long as the employee brings in proof of service or at the employee's choice, the Company will write a letter to exempt you for hardship reasons.

#### **ARTICLE 9- COMPENSATION**

9.1 Wage Rates -Employees covered by this Agreement shall be paid in accordance with the hourly wage schedule set forth in the schedule below on the employee's anniversary date. All work performed over eight (8) hours per day will be paid at time and one-half (1½) times the employee's regular straight-time wage.

9.2 Beginning the first pay period commencing after the date of ratification, the Employer recognizes the \$16.55 minimum wage for registered dental assistants:

9.3 No employee currently over scale will be penalized as the wage rates established are minimums. Current employees will receive a seventy-five cents (\$.75) per hour wage increase upon ratification and an additional seventy cents (\$.70) per hour increase on May 1<sup>st</sup> 2024 May 1<sup>st</sup> 2025 and seventy cents (\$.70) on May 1, 2026, for life of the Collective Bargaining Agreement.

9.4 An employee's anniversary date shall be the employee's date of hire with continuous employment.

9.5 There shall be no pyramiding or duplication of overtime.

9.6 Employer shall provide members a uniform/shoe allowance of one hundred fifteen dollars (\$115.00) once per calendar year. This allowance will be paid on the pay period of the employees one year anniversary, and every year thereafter for the life of this Agreement.

### **ARTICLE 10- HEALTH & WELFARE**

10.1 Insurance - Upon ratification of this Agreement, the Employer will contribute up to Three Hundred Seventy- Five (\$375.00) per month to the employee (if Single with no dependents) or Four Hundred and Fifty Dollars (\$450.00) (if employee has dependents). The employee may purchase medical insurance of their preference.

10.2 Eligibility-Each member of the bargaining unit who works a minimum of forty (40) hours a month will be entitled to benefits.

10.3 Dental Benefits -Employees will receive free dental care services for themselves that are performed by their employer, except for lab fees and hard cost (i.e.. Implants, Bone Graft materials, etc.). Employees' dependents will receive 100% coverage for cleaning and exams; 70% coverage for any dental work performed by Aava Dental, except for lab fees and hard cost (ie. Implants, Bone Graft materials, etc.). Dental services provided by providers other than the employee's employer will not be paid by the employer. Any specialty work done by specialists, Aava Dental will do it at cost, and there will be no mark-ups i.e. Orthodontics; Orthodontist charges Aava Dental fifty percent of her/his fees. (employee will pay specialist directly). Aava Dental will not charge its share of fees to the employee.

### **ARTICLE 11 - GENERAL PROVISIONS**

11.1 No employee shall be discriminated against for acting on a committee of the Union or for upholding Union principles or carrying out instructions of the Union.

11.2 The Employer agrees not to enter into any agreement or contract with his employees, individually or collectively, which in any way conflicts with the terms and provisions of this Agreement.

11.3 Employees shall be subject to discipline for just cause. Employees may challenge discipline by use of the grievance procedure. Employees may review their file and receive one copy of any documents included therein on written request during normal office hours.

11.4 The Employer agrees to provide suitable space to be used as a Union Bulletin Board. Posting by the Union on such Board is to be confined to official business of the Union.

11.5 There shall be two (2) ten (10) minute breaks and one (1) thirty (30) minute lunch for an eight-hour workday. The meal should be taken between the fourth and sixth hour. A thirty (30) minute meal must be taken if an employee works beyond five hours.

11.6 There shall be no discrimination on account of race, color, creed, religion, age, sex, or handicap. The parties agree to abide by the provisions of the Americans with Disabilities Act of July 26, 1992, and USERRA. An employee who desires to invoke the grievance procedure to pursue a claim of discrimination may do so only through Step 2 of the grievance procedure.

11.7 Employees who report for work and are sent home will be paid a reporting time of four (4) hours' pay.

11.8 When an employee drives her/his personal vehicle during work hours to pick up supplies or run errands, etc. For the Company, she/he will be paid the applicable IRS reimbursement rate for all miles driven. If an employee is assigned to an office that is not their regular workplace, they will be reimbursed for all miles driven over and above the regular commute. Exceptions to the above are when the employee agrees to a different reimbursement model as a condition of hire (i.e., when an employee is hired to work at more than one location).

11.9 Any time an employee is required to work outside of their home domicile office, that employee will be guaranteed eight (8) hours for that day.

## **ARTICLE 12- MANAGEMENT RIGHTS**

12.1 The Union recognizes that the Employer has the obligation of serving the public with the highest quality of dental care, efficiently and economically, and/or meeting dental emergencies. The Union further recognizes the right of the Employer to operate and manage the business including, but not limited to, the right to require standards of performance and to maintain order and efficiency; to direct the employees and to determine job assignments and working schedules; to determine the materials and equipment to be used; to implement improved operational methods and procedures; to determine staffing requirements; to determine the kind and location of facilities; to determine whether the whole or any part of the operation shall continue to operate; to select and hire employees; to promote and transfer employees; to lay off employees for lack of work; to recall employees; to require reasonable overtime work of employees; and to promulgate rules, regulations and personnel policies, provided that such rights shall not be exercised so as to violate any of the specific provisions of this Agreement. The parties recognize that the above statement of management rights and responsibilities is for illustrative purposes only and should not be construed as restrictive or interpreted so as to exclude those prerogatives not mentioned which are inherent to the management function.

## **ARTICLE 13 - STRIKES AND LOCKOUTS**

13.1 Strikes, sympathy strikes, slowdowns, work stoppages, picketing or any other interference with work by the Union and/or employees in the bargaining unit are prohibited during the life of the Agreement. Any violation shall subject the guilty employee(s) to disciplinary action, including possible discharge.

13.2 No lockout of employees shall be instituted by the Employer during the life of this Agreement.

## **ARTICLE 14-DURATION OF AGREEMENT**

14.1 This Agreement shall be in full force and effect from the date of ratification to and including May 1, 2027.

14.2 Either party may serve upon the other a notice at least sixty (60) calendar days prior to May 1, 2027, or of any subsequent contract year, advising that such party desires to continue this agreement, but also desires to revise or change the terms or conditions of such agreement.

## **ARTICLE 15-ENTIRE AGREEMENT**

15.1 The foregoing, including any addenda, constitutes an agreement between the parties and no verbal statements shall supersede any of its provisions.

## **ARTICLE 16-PENSION**

16.1 Effective as designated below; the Employer agrees to pay the amounts stated to the Western Conference Teamsters Pension Trust Fund on account of each member of the bargaining unit for each straight time hour for which compensation is paid. Said amounts to be computed monthly and guarantees that contribution will be contributed on one hundred seventy-three and one-third (173.33) hours for employees who are compensated for all available straight time hours each calendar month.

**May 1, 2023 \$ .40**

**May 1, 2024 \$ .45**

**May 1, 2025 \$ .50**

**May 1, 2026 \$ .60**

The total amount due for each calendar month shall be remitted in a lump sum no later than ten (10) days after the last business day of each month. The employer agrees to abide by such rules as may be established by the Trustees of said Trust to facilitate the determination of the hours or which contributions are due, the prompt and orderly collection of such amounts and the accurate reponing and recording of such hours and such amounts paid on account of each member of the bargaining unit. Failure to make all payments herein provided for within the time specified shall be a breach of this Agreement.

**FOR THE UNION**  
**Teamsters Local 63**

By: TIM + DANIEL  
Title: BUSINESS REPRESENTATIVE  
Signature: [Signature]  
Date: 6/20/23

**FOR THE COMPANY**  
**Aava Dental**

By: Abraham Ghorbanian  
Title: Business owner  
Signature: [Signature]  
Date: 6/28/23

**FOR THE UNION**  
**Teamsters Local 542**

By: SALVADOR ABRICA  
Title: BUSINESS REPRESENTATIVE  
Signature: [Signature]  
Date: 6/21/2023

**Rank and File**

By: Maricela Cheli Lopez  
Title: [Signature]  
Date: 6-22-2023

**Rank and File**

By: LUISA Y. NUÑEZ  
Signature: [Signature]  
Date: 6/21/2023

**Rank and File**

By: Brenah Blankenship  
Title: Lead assistant  
Date: 6-23-23