AGREEMENT BETWEEN

Erick N. Cuenca, D.M.D., Inc.

Smile Brands Inc.

And

LOCAL 1021
SERVICE EMPLOYEES INTERNATIONAL UNION, CTW

July 1, 2013 through June 30, 2016

WEINGARTEN RULES AND RIGHTS

A worker who is called to an interview with his or her employer which may lead to some disciplinary action is entitled to Union representation.

In NLRB v. Weingarten and its companion case ILGWU v. Quality Mfg. Co., the Supreme Court agreed with the NLRB that an employee has the right to Union representation at an investigatory interview the employee reasonably believes will result in disciplinary action.

The following rules apply when an investigatory interview occurs:

- The worker must make a clear request for Union representation before or during the interview.
- Worker's right to representation may not interfere with Employer's right to conduct an interview without undue delay (in certain circumstances.)
- The Steward has a right to consult with the worker before the interview.
- When the worker requests Union representation, the Employer has 3 options:
    1. Grant the request and delay questioning until the Union representative is available.
    2. Deny the request and end the interview.
    3. Give the worker a choice of:
        (a) Having the interview without representation or
        (b) Ending the interview.

It is the Steward's right and the Steward's duty to assist and counsel workers during investigatory interviews. Steward's right during investigatory interviews include:

- The right to be informed of the subject matter of the interview (i.e., the charges).
- The right to consult with the worker before the questioning begins.
- The right to speak during the interview.
- The Steward can request the Supervisor clarify a question.
- After a question is asked, the Steward can give advice on how to answer.
- When the questioning ends, the Steward can provide additional information to the Supervisor.

If Weingarten rules are complied with, stewards have no right to tell workers not to answer questions, or to give false answers.

Stewards should explain Weingarten rights to co-workers. The following statement is useful for workers who may be asked to attend an investigatory meeting:

> "I request to have a Union representative present on my behalf during this meeting because I believe it may lead to disciplinary action being taken against me. If I am denied my right to have a Union representative present, I will refuse to answer accusational questions and any I believe may lead to discipline."

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This Agreement is entered into by and between two employers Smile Brand Inc. ("SBI") and, Erick N. Cuenca, D.M.D., Inc. party of the first part, hereinafter called the Employers, and Service Employees International Union, Local 1021, party of the second part, hereinafter called the Union, solely with respect to the dental office located at 8105 Edgewater Drive Suite 250 Oakland, CA 94621. The parties agree that those individuals employed by SBI shall constitute a separate and distinct unit from those individuals employed by Dr. Cuenca. For the purposes of administrative convenience, the parties have agreed that a single collective Bargaining Agreement will set forth the terms and conditions of employment for both bargaining units. Unless otherwise specified herein, all terms of the Agreement shall be applicable to employees in both bargaining units. The Union is recognized as the sole collective bargaining agency for all employees covered by this Agreement.

Article 1 - Union Recognition

Section 1 - The Employers recognize the Union as the sole and exclusive bargaining agent for the employees covered by this Agreement. This Agreement shall apply to and cover all permanent Dental Assistant, Registered Dental Assistant, Office Biller, Patient Care Coordinator, Treatment Counselor, and office employees employed at the office, excluding specialty employees and any employees in the classifications of Manager, Supervisor as defined by the National Labor Relations Act, Assistant Manager or Back Office Supervisor, and all other supervisory and confidential employees. Dentists and Hygienists are also excluded.

Section 2 - The Employers agree not to interfere with, coerce or intimidate the employees in the exercise of their rights to bargain collectively. No employee shall be discriminated against because of race, color, religion, age, gender, national origin and ancestry, marital status, disability and any other proscribed factors protected by law.

Article 2 - Employment

Section 1 - If the Union has knowledge of a qualified person who would desire to be considered for employment by the Employers, it may notify the Employers of that fact, setting forth the name, address, phone number and qualifications of that person. The Employers shall give the Union equal opportunity with all other recruiting sources to refer suitable applicants for employment, but the Employers shall not be required to hire those persons referred by the Union over any other particular recruiting source. The Employers shall not discriminate against applicants because of union affiliation, race, color, religion, age, gender, national origin and ancestry, marital status, disability and any other proscribed factors protected by law.

Section 2 - The Employers 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 leaves the employ of the Employers, by the last day of any month during which a new employee commences work or an employee leaves the employ of the Employers.

Section 3 - New employees shall have a probationary period of ninety (90) calendar days. An employee need not become a member of the Union until the probationary period is completed.

Upon the Employers' receipt of written notice from the Union of failure on the part of any employee to become or remain a member of the Union as required above, the Employers shall, within seven (7) days of the Union's notice, discharge the employee if the employee does not join the Union within that 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 this Agreement, except that they shall not be paid wages lower than those provided in this 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 union affiliation, race, color, religion, age, gender, national origin and ancestry, marital status, disability and any other proscribed factors protected by law. The employees shall notify the Union by the date of hire, of the name and anticipated period of time on the payroll of any such vacation replacements.

Section 5 - All employees, other than vacation replacements designated pursuant to Article 4, Section 2 herein, employed for an average of at least thirty two (32) hours per week during their probationary period shall be deemed to be full time employees hereunder so longs as they continue to be employed for an average of at least thirty two (32) hours per week, inclusive of holidays, vacation and sick leave taken, during any twelve (12) week period while this Agreement is in effect. The Union agrees to three (3) part time employees in the back office and three (3) part time employees in the front office. This does not apply to specialty positions. Part time employees are defined as employees who work an average of twenty (20) hours or more per week over a three (3) month period. These employees shall be subject to the provisions of Article 2.6.

Each employee shall be entitled to one (1) Saturday off each month, the time off shall be at the employee's option to use as vacation, floating holiday or leave without pay.

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 this Section 6 or until the termination of this Agreement, whichever shall occur first. The Employers' obligation pursuant to this Section 6 is limited to remitting to the Union the sum or 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 herein by this reference.

Any voluntary assignment of sums pursuant to 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 Employers and to the Union by registered mail, return receipt requested.

Any payroll deduction authorization executed by an employee shall be cancelled automatically if that person ceases to be employed as an employee, the Union is no longer recognized by the Employers 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 Employers harmless against any and all claims, demands, suits or other forms of liability that may arise out of or by reason 0 faction taken or not taken by the Employers 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 failure or alleged failure of the Employers to submit monies deducted to the Union.

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

Article 3 - Shop Steward & Union Representatives

Section 1 - The Union shall notify the Employers in writing of its designation of an employee as shop steward. The Employers shall recognize the designated shop steward as the representative of the Union for the employees. The shop steward shall, on his or her own time, collect dues and perform such duties as he or she may be called upon to perform by the Union. He or she shall also receive all complaints of the employees, as well as those of the Employers, brought under this Agreement. All components shall be discussed after working hours.

Section 2 - The Union shall notify the Employers 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,' provided that reasonable advance notice (as much as possible under the circumstances) 'has been provided to the Employers. Such visits shall be limited to ascertaining whether the conditions set forth in this Agreement are being fulfilled or for other legitimate business related to the Union and or to the employees during such visits. The accredited representative shall not meet with, speak with or otherwise disturb employees during their working time.

Article 4 - Conditions of Employment

Section 1 - In view of the restrictions imposed by law upon the Employers as a partnership composed of licensed dentists, representatives of the Employers who have been designated to the Union in writing, shall have the right to discharge or discipline any employee and to pass upon the fitness, competency, or nature of work to be performed by an employee. The Employers, however, shall not directly or indirectly discriminate against any employee for union activities. 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 Worksite Organizer. Any issue with respect to whether a discharge or discipline of an employee

was for cause is subject to the grievance procedure set forth in Article 18 herein. Employees shall be counseled or disciplined in private. An employee may request the presence of a shop steward.

Section 2 - If written disciplinary warnings are given, such warning notices shall be removed from an employee's personnel file twelve (12) months after being issued.

Section 3 - Absenteeism and Tardiness

a) Accrued sick leave which is used by the employee will not be counted as an occurrence provided the employee calls in to their supervisor directly at least one hour prior to their scheduled start time, and provides a doctor's note upon their return to work.

b) Any two (2) occurrences in a thirty (30) day period will result in a written letter of warning. One (1) more occurrence in the next sixty (60) days may result in disciplinary action, which could include termination of employment (if anyone hundred twenty (120) days, there are no more occurrences the warning letters may not be used in any further disciplinary actions).

c) An occurrence is an unexcused absence, which equal is one (1) occurrence. Each unexcused tardy equals one half (1/2) of an occurrence.

Section 4 - Except for probationary employees, the Employers shall not discipline or discharge any employee except for just cause.

The Employers agree to be bound by the principles of progressive discipline for non-probationary employees. As a minimum, no employee shall be subject to formal discipline unless the Employers have provided counseling, a written statement of action required to remove the deficiency, and the employee has been given a reasonable period of time to improve their performance. Provided however, that the foregoing shall not apply if the employee engages in gross misconduct, including but not limited to, theft and insubordination.

Article 5 - Layoffs, Resignations & Seniority

Section 1 - Should the Employers determine that a layoff of employees is necessary due to a decrease in business; the employees shall be laid off according to seniority in the office. An employee's seniority at the office is defined as the length of continuous service with the Employer at the office. This Section 1 shall not be construed, however as permitting an employee to exercise seniority rights unless he or she has demonstrated the ability to perform the available work as defined in the current job description. In the event that layoffs occur under this section; laid off employees shall be placed on a "recall list" for up to five (5) months. If during these five (5) months the Employer determines that a permanent vacancy occurs the laid off worker(s) shall be "recalled" by their seniority dates. Each worker must have demonstrated the ability to perform the available work as defined in the current job description. In the event that the laid off employee received separation pay as described below; said employee will not be eligible to receive this payment again for three (3) years.

Section 2 - The Employers shall give one (1) week's notice of layoff or pay in lieu thereof to all non-probationary employees when a layoff is necessary. Concurrent notice shall be sent to the Union's Worksite Organizer.

Section 3 - Continuous service shall be broken by:

a) Discharge;
b) Voluntary quit;
c) Layoff;
d) Leave of absence beyond the mutually agreed-upon period;
e) Absence due to disability which continues for more than twelve (12) months;
f) Failure to report within seventy-two (72) hours after the date notification of recall is sent by letter or certified, 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 he or she has completed their probationary period. Upon completion of the probationary period, the employee's seniority shall commence on the date of their hire. The Union expressly waived the right to grieve and appeal any termination of a probationary employee unless the Union proves that the employee was terminated because of union affiliation, race, color, religion, age, gender, national origin and ancestry, marital status, disability and any other proscribed factors protected by law.

Section 5 - Permanent vacancies shall be posted for a period of five (5) working days before being filled. Employees applying for such openings shall be selected on the basis of ability to perform the job. If ability is equal seniority shall govern. Upon request, a senior employee denied a posted opening shall be given an explanation as to the reasons for the denial.

Section 6 - Any employee who was a) hired prior to January 1, 1995; b) has been employed continuously; and c) separates from the Company due to layoff, shall receive the following separation pay:

10 years or more but less than 15 years -2 weeks separation pay

15 years or more but less than 20 years -3 weeks separation pay

20 years or more but less than 25 years -5 weeks separation pay

25 years or more -7 weeks separation pay

30 years or more – 9 weeks separation pay

Article 6 - Uniforms

The Employers will provide employees with scrubs at least once per year or on an as needed basis, and shall be responsible for the laundering of the soiled protective coverings on a daily basis. The individual employee will leave the soiled clothing in the laundry every night Employees shall not take protective clothing out of the office. Scrubs shall be replaced on a reasonable and as needed basis.

The Employers will provide each back office employee with one (1) pair of safety glasses each year, upon request if safety glasses are broken or become unusable, the employee may return them and shall receive a replacement pair.

Article 7 - RDA Examination

Upon passing the exam for Registered Dental Assistant (RDA), and upon delivery of receipt, the Employer will reimburse the Dental Assistant for the RDA exam, with the agreement that the RDA remains employed on a full time basis with the Employer for a period of one (1) year. If the RDA fails to continue full time employment with the Employer for a period of one (1) year, the Employer may offset employee's wages for the entire reimbursed amount The Employers agree to provide one in-service continuing education course of six (6) to eight (8) credits each year, which shall be free of charge to employees, in addition to providing a CPR course every other year as in past practice.

Article 8 -Wage Scale

Section 1 - All wages provided for herein are minimum wages. Nothing contained herein shall affect the right of the Employers to pay wages in excess of the minimum.

Section 2 - All employees of the Employers as of the date of the Agreement, and/or effective dates thereafter shall receive the wage increases indicated:

Effective 7/1/13 – 2.5% increase

Effective 7/1/14 - 2.75% increase

Effective 7/1/15 - 3% increase

Section 3 - Bonus Plan

Each employee will receive a bonus that is equal to the prevailing bonus plan for the office in any given month.

Article 9 - Holidays

Section 1 - Employees who were hired on or before December 31, 2004 are eligible for the following holidays:

New Year's Day	Thanksgiving Day
Memorial Day	Christmas Day
Independence Day	New Year's Eve Day
Labor Day	(2) Floating Holidays

Section 2 - Employees who were hired after January 1, 2005 are eligible for the following holidays:

New Year's Day	Thanksgiving Day
Memorial Day	Christmas Day
Independence Day	New Year's Eve Day
Labor Day	(1) Floating Holiday

All un-worked holidays shall be paid for at the rate of eight (8) hours' straight time, regardless of the day of the week upon which the 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 a Sunday the following Monday shall be considered the holiday. If any holiday occurs on a Friday, the following Saturday shall be considered the holiday.

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

Section 3 - Employees who are eligibility for holiday pay must:

a) Have completed their ninety (90) day probationary period prior to the holiday;

b) Have worked all of their regular scheduled workday before and after the holiday, unless the absence on either of those days is due to illness which is confirmed in writing by the employee's physician or is excused by the Employers; and

c) Not be on layoff status or on a leave of absence at the time of the holiday.

Section 4 - The employee shall be able to take a floating holiday before or after a holiday (the request for the floating holiday shall be granted by the Employers according to seniority). The floating holiday referred to in Section 1 above shall be requested in writing by each employee two (2) weeks in advance of the day the employee is requesting. A day agreed upon by the Employers will not be changed. Employees shall receive a copy of written approval from supervisors. If the floater is not taken, the employee shall lose it unless previously requested and

denied by the Employers, in which case the Employers must grant the floating holiday within sixty (60) days. The Employers also agree that for the term of this agreement, two (2) employees in the front office and two (2) employees in the back office (four (4) employees in total) shall be entitled to take Martin Luther King, Jr.'s birthday as a floating holiday.

Article 10 - Vacation

Section 1 - Vacation begins to accrue on the employee's date of hire in accordance with the schedule listed below. Vacation is earned on a per pay-period basis, but is not available for use until the employee has successfully completed the ninety-day probationary period.

Years of Service	Annual Accrual	Accrual Per Pay Period
1	40 hours	1.67 hours
2	80 hours	3.35 hours
3-9	120 hours	5 hours
10+	160 hours	6.67 hours
30+	200 hours	8.33 hours

Section 2 - Vacation will be granted based on seniority.

Section 3 - A break of thirty (30) days' or less occasioned by a layoff during any employment year shall not bar the employee from accruing vacation time for the entire year.

Section 4 - Employees may accrue up to two-times the maximum annual accrual. Employees will stop accruing vacation when the annual balances reached the two-time maximum level.

Section 5 - Should any of the holidays mentioned in this Agreement fall during the employee's vacation period, the employee shall be entitled to an extra day's vacation or pay in lieu of the holiday.

Section 6 - Vacations shall be scheduled by January 1 of each year of this Agreement, and a minimum of thirty (30) days notice shall be provided in the event an employee wishes to make a change to their scheduled vacation time. Late requests shall be granted on availability and by seniority. Seniority with the Employer shall be given full consideration in scheduling vacation.

Section 7 - When scheduling vacations, floating holidays and other time off, the Employer shall make a seniority list for the Union employees. If a problem arises from the scheduling of vacations, floating holidays and other time off, then a grievance should be filed.

Section 8 - An employee may take more than ten (10) days vacation at one 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. Individual vacations are to begin only at the beginning of a calendar week, unless otherwise agreed by the Employers. 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's vacation as well as to holiday pay for an un-worked holiday.

Article 11 - Sick-Time

Section 1 - Sick-time begins to accrue on the employee's date of hire in accordance with the schedule listed below. Sick-time is earned on a per pay-period basis, but is not available for use until the employee has successfully completed the ninety-day probationary period. Employees shall accrue fifty six (56) hours annually (2.34 hours per pay period).

Section 2 - Employees may accrue up to two-times the maximum annual accrual. Employees will stop accruing sick-time when the annual balances reached the two-time maximum level.

Section 3 - An employee who is ill three (3) or more consecutive days may be required to bring a doctor's certificate describing the illness or injury and stating that, by reason thereof, the employee could not work during his/her absence. Failure of the employee to provide a doctor's certificate, if requested by the Employer, shall result in loss of sick pay benefits for the period of his/her absence. Sick leave may be used for sickness, injury or for the care of a member of the employee's immediate family (immediate family as used here shall mean those family members residing in the employee's home, including domestic partners) only and cannot be taken as vacation time or for any other reason except as provided in Article XIII, Section 4.

Section 4 - It is the intention of the Employers and the Union that sick leave benefits payable hereunder shall be integrated with State Disability Insurance (SDI) 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 SDI, the employee shall receive a full day's pay for each day for which the employee is eligible for sick leave pay. Sick leave pay shall be integrated with SDI and/or workers compensation disability benefits so that the sum of the daily leave allowance hereunder and the aforesaid disability daily benefits, exclusive of the daily hospital benefits which may be payable to an employee, shall not exceed one hundred percent (100%) of the employee's regular straight-time daily wage. If the sick leave pay allowable to an employee, when so combined with any such disability daily benefits received by the employee exceeds one hundred percent (100%) of the employee's regular straight-time daily wage for anyone day, the sick leave pay for that day shall be reduced accordingly. Any portion of the sick leave pay allowance not received by the employee by reason of any such reduction shall be retained in the employee's sick leave pay account as part of the employees 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 daily, basis.

Article 12 - Funeral/Bereavement Leave Pay

In case of death in the immediate family (parents, parents-in-law, brother, sister, brother-in-law, sister-in-law, spouse, children and their spouses, grandparents, grandchildren, stepchildren and residing domestic partners, parent of residing domestic partner, an employee shall be granted

three (3) days of paid bereavement leave and up to five (5) days total paid bereavement if two (2) of the days are taken from the employee's accrued, unused vacation or sick time balance. Otherwise, the fourth and fifth day of bereavement leave will be unpaid. The company reserves the right to request proof of travel and/or of the death of an immediate family member.

Article 13 - Pregnancy Leave

Section 1 - The Employers may request an employee who is six (6) or more months pregnant to supply a physician's statement indicating that the physician believes the employee is capable of continuing to work. Absent such a statement, if requested the employee shall not work beyond the sixth (6th) month of pregnancy.

Pregnancy leave shall not exceed seven (7) months in duration (it is the Employers intent to allow up to 4 months for a parent to bond with their child). Employees shall be returned to either the same or a comparable position at the rate of pay in effect when the leave commenced. The rate of pay shall reflect any across the board increases in effect during the pregnancy leave.

Section 2 - If the pregnancy leave provisions set forth herein are found to be in contradiction to any laws, statutes or regulations, the provisions shall be modified to conform with those laws, statutes or regulations.

Article 14 - Dental Benefits

The Plan description for the Dental Plan is located at: www.smilebrandsbenefits.com.

Section 1 - All employees who have their 90 day probationary period, and who work a minimum of 32 hours a week or more, shall be eligible for the Company's current dental benefits plan effective the first of the month following 90 days of employment.

Section 2 - Employers will provide general dental care at the facility to all eligible employees and their qualifying dependents that are not currently covered by another dental plan. For the purpose of dental appointments, employees will be treated like all other patients, provided however, those appointments will not normally be scheduled after 5:30 pm or on Saturdays.

Section 3 - Eligible employees, who receive specialty treatment, are eligible to receive a 50% discount off usual and customary fees for specialty treatment including orthodontics.

Article 15 - Health and Group Benefits

a) All employees who have completed their 90 day probationary period, and who work a minimum of 32 hours a week or more, shall be eligible for the Company's current health and welfare plans effective the first of the month following 90 days of employment.

b) Medical - The medical program covered by this Agreement shall be the Employers' current plan, which provides coverage for all eligible employees. The rate structure shall be in accordance with the following schedule:

Employee Only $35.00

Dependents 83% of employee rate

c) Group Benefits -Effective March 1, 2005, employees who meet the eligibility criteria described in Section (a) will be eligible to participate in the Group Benefits described below. For all other benefit plan years covered by the term of this Agreement, employees will select voluntary plans upon eligibility or during annual open enrollment.

LIFE AND AD&D INSURANCE

DESCRIPTION	BENEFIT
Basic Life and AD&D	
Contribution Mix	Employer pays cost
Carrier	Cigna
Benefit	1X Employee's annual salary ($30,000 minimum and $100,000 maximum).
Optional Life	
Contribution Mix	Employee pays cost (voluntary)
Carrier	Cigna
Coverage Available	**Employee-** In increments of $10,000 up to 5X Employee's salary with a maximum benefit of $500, 000. Evidence of Insurability is required for amounts over $200,000 or over 3X your salary. **Spouse –** in increments of $5,000 up to 50% of Employee's coverage. Evidence of Insurability is required for amounts over $50,000 **Child -** $5,000 or $10,000 per child
Late Enrollment	Subject to medical underwriting
Contribution Mix	Employee pays cost (voluntary)
Late Enrollment	Subject to medical underwriting

OPTIONAL AD&D (available only when purchasing Optional Life Insurance)	
Contribution Mix	Employee pays cost (voluntary)
Carrier	Cigna
Coverage	**Available to Employee and Spouse** in increments equal to Optional Life Insurance coverage amounts
Late Enrollment	Subject to medical underwriting.

DISABILITY INSURANCE

Description	Benefit
SHORT-TERM DISABILITY	
Contribution Mix	Employee pays cost (voluntary).
Carrier	Cigna
Coverage Amount	60% of weekly earning up to a maximum weekly benefit of $2,000.
Benefit Begins	1st working day of an accident or 11th working day of an illness
Maximum Benefit Period	13 weeks
LONG-TERM DISABILITY	
Contribution Mix	Employer pays cost
Carrier	Cigna
Coverage Amount	40% of your pre-disability earnings, reduced by deductible income (i.e., sick pay or other salary continuation, social security, workers' compensation, group disability benefits). The minimum monthly benefit is $100.00. The maximum monthly benefit is $6,000. Employees will have the option to buy up an additional 20% of pre-disability earnings.
Benefit Begins	After the 90th day of disability
Late Enrollment	Subject to medical underwriting.

FLEXIBLE SPENDING ACCOUNTS (FSA)

DESCRIPTION	BENEFIT
Healthcare FSA	
Contribution Mix	Employee pays cost (voluntary).
Administrator	US Bank
Description	Allows employee to pay for eligible out of pocket medical, dental, and vision care expenses with pre-tax dollars.
Annual Maximum Contribution	Up to $2,400 pre-tax dollars per plan year
Plan Year	January 1 – December 31. Monies must be spent in calendar year ("use it or lose it"). Calculate deductions based on the number of remaining pay periods.
Dependent/Elder Care FSA	
Contribution Mix	Employee pays costs
Administrator	US Bank
Description	Allows employee to pay for eligible out-of-pocket dependent care expenses with pre-tax dollars so that Employee, or Employee and spouse, can be gainfully employed.

Annual Maximum Contribution	Up to $5,000 pre-tax dollars per plan year
Plan Year	January 1 – December 31. Monies must be spent in calendar year ("use it or lose it"). Calculate your deductions on the number of remaining pay periods.

401k Plan – Eligible employees may participate in the Company's 401(k) Plan, but are not eligible to participate in the profit-sharing discretionary match program.

Description	Benefit
401(K) Plan	
Trustee	Fidelity Investments
Eligibility	Employee must be at least 18 years old and eligible for medical benefits, and must have completed 90 days of continuous employment
Plan Entry Date	First of the month following first 90 days of continuous employment
Employee Contributions	May contribute between 1% and 60% on a pre-tax basis. Maximum for 2012 is $17,000.
Employer Contribution	The company-wide discretionary Profit Sharing Match Program availability and amount will be determined by the company's profit (EBIDTA) as of the last of the plan year.
Catch Up Contribution	2012 IRS allowance is $5,500 for employees who qualify and request to contribute a catch up contribution amount.
Changes to Plan	Contribution amount can be changed monthly. Changes will be effective the first of the month following the request
Investment Options	25 funds ranging from more conservative to aggressive.
Vesting	Employee Contributions are 100% vested. Discretionary employer contributions vest at 20% per year over five years.
Withdrawals	Plan contributions may be withdrawn only in the event of Employee's retirement, death, disability, termination of service. Employee contributions may be withdrawn only for financial hardship and are regulated by the IRS.
Loans	Loans are limited to 50% of account balance with a $1,000 minimum.
Automatic Enrollment	All eligible employees will be auto enrolled at 3% unless the employee requests non-participation or elects a different contribution amount with Fidelity directly.
Opt-Out	Employees may opt out of the 401(k) plan at any time. This action must be taken with Fidelity directly.

Article 16 – Jury Duty

Employees employed by the Employers for more ninety (90) days shall receive the difference between jury duty pay and the Employee's straight time pay if an employee is required to serve on jury duty on a regularly schedule work day up to ten (10) working days. In the event an

employee is released from jury duty more than three (3) hours prior to the end of the work shift of the employee, the employee shall report to work. Jury duty shall be paid when an employee can prove that he or she was called and/or required to serve on jury duty. Employees shall not be disciplined for absences due to jury duty. Employee must submit proof of jury duty time to his/her office manager in order to be compensated for the time.

Article 17 - 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 - Upon request of the Union, the Employers shall inform the union of any changes in the wages of any employee, and give to the accredited representative of the Union any information concerning wages relative to the employees.

Article 18 - 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 work day as is 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 hourly wage rate established herein. Any workday established shall not begin earlier than seven (7) o'clock a.m., or end later than ten (10) o'clock p.m. The Employers shall provide employees with a minimum of three (3) weeks notice of any schedule change. If an employee wishes to switch schedules with another employee, it will be their responsibility to make the appropriate arrangements with the other employee, complete the appropriate forms, and secure their supervisor's approval in writing.

Section 2 - Not more than ten (10) hours overtime work per employee above the established forty (40) hour work week shall be permitted in any given week without the approval of the Union or the employee who is being asked to perform the overtime work. The Employers may require an employee to perform a reasonable amount of overtime up to that limit. Double time shall be paid for all hours worked in excess of twelve (12) per day.

Section 3 - Overtime shall be divided in the following manner among qualified employees in the department in which overtime is required: employees shall be assigned an overtime number based upon departmental seniority. The first time overtime is required within a department, the Employers will offer said overtime to the first numbered employee. The employee may either work the overtime or arrange to have another qualified employee within the department work the overtime. In either event the next time overtime is required within the same department; the Employers shall offer it to the next numbered employee within the department and shall continue to offer future overtime in this number on a rotating basis. Any employee who agrees to work overtime will make arrangement with their supervisor for a mutually agreeable time to report for such overtime work.

Section 4 - Making up of time lost during a regular workday at of fault of the employee shall not be permitted to avoid overtime.

Section 5 - Any employee who volunteers to leave early under the provisions of this Section shall only be paid for the actual number of hours worked.

Section 6 - In the Employer's effort to maintain the most optimum staffing level to achieve operational objectives, the Employer may elect to reduce the employee's regular work schedule. In the event the Employer provides the employee with one day's notice of the regularly scheduled shift of the reduced work schedule (that the employee is not required to report to work), the Employer will guarantee the employee payment equal to four (4) straight time hours, unless the failure to provide work is for reasons beyond the control of the Employers or by reason of employee's failure to report to work on time.

In the event the Employer notifies the employee on the day of the regularly scheduled shift (that the employee is not required to work), the Employer will guarantee the employee payment equal to four (4) straight time hours plus all hours actual worked, not to exceed eight (8) hours.

Any employee who volunteers to leave early under the provisions of this Section shall only be paid for the actual number of hours worked.

Article 19 - No Strike, No Lockout

The Union shall not call or engage in any strike, slowdown or stoppage of work unless the Employers have failed to comply with an award of an Arbitrator, and the Employers agree that it will not engage in a lockout of the employees unless it violates the provisions of this article. The Union shall use its' best efforts in good faith to require its' members to perform their services for the Employers even though any other groups or persons may be on strike, providing the performance of their services does not subject them to the hazard of bodily harm.

Article 20 - Miscellaneous

The Employers and employees shall conform to and abide by the California Labor Code as well as OSHA regulations and shall correct any violations when called to their attention. The Management Safety Committee as described in the injury prevention program will meet quarterly to discuss and address the overall status of the safety program.

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

Section 3 - All meetings of employees, when called by the Employers, shall be considered as being on the Employers' time and shall be paid for by the Employers. If the meetings take place during working hours, the employees attending the meeting shall be paid by the Employers for the time spent at the meeting at the employee's straight time hourly rate. If the meetings take place after working hours, the employees attending the meeting shall be paid by the Employers

for the time spent at the meeting at time and one half (1 1/2) of the employees' regular straight time hourly rate.

Section 4 - Before any sale, assignment or change in name of ownership of this office is made by the Employers, the new ownership shall be fully informed as to all terms and conditions of this Agreement and the Employers shall do everything within reason to see that the employees do riot suffer loss of benefits provided by this Agreement through sales, 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 Employers' action, the original owner shall be released from further responsibility in connection therewith.

Section 5 - "Kick-backs" or "reimbursement" in any manner, whether direct or indirect from an employee to the Employers for the sake of maintaining employment are absolutely prohibited. Acceptance of such "kick-backs" or "reimbursements" by the Employers shall be deemed a bre9ch of this Agreement.

Section 6 - Where the male gender is used in this Agreement it shall be understood to apply also to the female gender.

Section 7 – If an employee receives an emergency telephone call that call will immediately be delivered to the employee without screening. The Employers may suspend the right of an employee to receive an unscreened emergency telephone call for a period not to exceed sixty (60) calendar days, provided the Employers can establish that a pattern of abuse by the employee exists, and the employee has been counseled by the Employers regarding the abuse. If after a period of sixty (60) calendar days there is no additional abuse by the employee, the suspension will be removed and the employee will receive his or her emergency telephone calls unscreened.

Section 8 - New rules instituted by the Employers will be sent to the Union before being posted.

Section 9 - Employees shall be granted leaves of absence, without pay, to attend such functions as union conventions. Employees shall give the Employers as much advance notice as possible when requesting such a leave. Employees who are on leave of absence without pay shall not accrue vacation benefits, sick leave, or paid holidays during the period of said leave of absence.

The Company shall reserve the right to hire someone on a temporary basis to replace any employee that leaves on official union business up to the 6-month time frame.

An employee requesting a leave of absence to become a full time union official may return from such a leave of no longer than six (6) months without loss of seniority.

Section 10 - Employees who are injured on the job, who require medical attention and who go to the company doctor, will be considered to be on the Employers' time and shall be paid for that time by the Employers if the employee punches out when going to the doctor and punches in when returning to the office, and brings the time slip from the doctor.

Article 21 - Grievance and Arbitration Procedure

The Employers and the Union recognize that a dental facility is different in it's operations from other industries and agree that there shall be no lockouts on the part of the Employers, nor suspension of work on the part of the employee, it being one of the purposes of this Agreement to guarantee that there will be no strike, lockouts or work stoppages during the term of this Agreement, and that all disputes will be settled by the procedure hereinafter provided.

All grievances and complaints resulting from the operation of this Agreement or arising under specific clauses thereof, or in any way affecting the relations between the Employers and the employees covered thereby, shall be handled in the following manner:

A. Step One: All grievances, except those involving discharge, workload, wages and benefits shall be initiated in Step One within seven (7) working days from the occurrence of the event. An employee shall initiate Step One by submitting his grievance in writing to the Office Manager either directly or through the Union Steward or Field Representative. The written grievance must contain the following information:

- Brief description of the event that violated the collective bargaining agreement (CBA), including date and time of event.
- Reference to section of CBA violated
- Proposed remedy for resolving the grievance
- Grievant's signature and date

A grievance meeting must be held within fifteen (15) working days after the grievance is submitted and shall include the grievant, steward and Vice President or Director of Operations or District Manager, In the event the grievance is not resolved at the meeting, the Vice President or Director of Operations or District Manager shall respond in writing to the Union Steward within fifteen (15) working days after the grievance meeting to explain the reason for denial.

B. Step Two: The grievant may elevate the grievance to Step Two by submitting a written appeal to the Human Resources Manager or authorized representative within fifteen (15) working days following receipt of the Vice President or Director of Operations or District Manger written response in Step One. A grievance meeting must be held within fifteen (15) working days after the grievance is submitted and shall include the grievant, steward and Human Resources Manager or authorized representative. In the event the grievance is not resolved at the meeting, the Human Resources Manager or authorized representative shall respond in writing to the Union Steward within ten (10) working days after the grievance meeting to explain the reason for denial.

C. Step Three: In the event the grievance remains unresolved, the grieving party may appeal the grievance to arbitration. The Human Resources Manager or authorized representative must receive the written response of such appeal within ten (10) work days of receipt of the Step Two written response. No grievance shall be appealed to arbitration without first being processed through the appropriate steps of the Grievance and Arbitration process.

D. Arbitration: An impartial arbitrator shall be selected by mutual agreement of the parties. In the event mutual agreement is not reached, the party appealing the grievance to arbitration shall request a panel of arbitrators from the Federal Mediation and Conciliation Service. Upon receipt of said panel, the parties will select an arbitrator by striking names.

The arbitrator shall be prohibited from adding to, modifying or subtracting from, the terms of this Agreement or any supplemental written agreement of the parties. Further, it shall not be within the jurisdiction of the arbitrator to change any existing wage rate or establish a new wage rate. However, grievances involving reclassification are within the scope of the grievance procedure and are within the jurisdiction and powers of the arbitrator. The decision of the arbitrator, however, is limited to change in the classification of a position with accompanying wage schedule.

The award of the arbitrator shall be final and binding on both parties. Each party shall pay one-half the cost of the arbitration proceedings which include cost of the arbitrator, court reporter, attendance fee, the transcript, conference room cost and related costs. Each party will be responsible for the cost of its own representatives and witnesses.

E. General Principles:

Section 1 - Any grievance not filed in accordance with the time limits identified above in Steps One, Two and Three is deemed waived by the grieved party.

Section 2 - Both parties agree that the grievance and arbitration procedure should proceed as expeditiously as possible, however, by mutual agreement between the Union and the Employer, the time limits of any step of the grievance procedure may be extended and this extension must be confirmed in writing within the specified time limits.

Section 3 - In the event the Employer fails to respond to a grievance within the specified time limits, it shall be moved to the next step of the grievance procedure.

Section 4 - Both parties agree that the grievant shall be allowed to participate in any and all steps of the grievance and arbitration procedure. There shall be a mandatory meeting at each step of the grievance procedure unless waived by mutual agreement of the parties. The parties agree to exercise their best efforts to arrange grievance meetings, which accommodate the schedules of all participants.

Article 22 - COPE Check Off

The Employers agree to deduct and transmit to the Treasurer of Local 1021 Political Action Committee the amount specified from the wage of those employees who voluntarily authorize such contributions in writing on the form provided for the purpose by the Local 1021 Political Action Committee. These transmittals shall occur with the same frequency as the regular dues deductions, provided in Article 2, Section 6 herein, and shall be accompanied by a list showing the name, social security numbers and the amount of each employee's deduction. Any employee who authorizes such deductions and subsequently wishes to change the amount of the deduction

or revoke the authorization may do so by notifying the Payroll department in writing, with a copy to Local 1021.

COPE -PAC

The employee agrees to honor voluntary contribution deduction authorizations to the Committee on Political Education (CO.P.E.) provided a check-off authorization is provided to the Employer in the following form:

***COPE-PAC** Authorization Form*

I hereby authorize the Employer to deduct from every pay period the sum of $____ and to forward the amount to the Local 1021 Committee on Political Education (COPE-PAC). This authorization and the making of the payment to the Local 1021COPE-PAC are not conditions of membership in the Union or of employment with the Employer and that the Local 1021 Committee on Political Education will use the money it receives to make political contributions and expenditures in connection with Federal, State and Local taxes

Authorized by: _____ Date: _____

Print Name: _____

Article 23 - Management Rights

Except as amended and provided for in this Agreement, management retains all rights.

Article 24 - Leave of Absence

Section 1 - Personal leaves of absence shall be granted by the Employers, upon request, for good and sufficient reasons. No employee shall be discriminated against when request such a leave.

Section 2 - Such approved leaves of absence, heretofore provided, shall not result in the loss of seniority rights; however employees shall not accrue vacation benefits, sick leave or paid holidays during the period of said leave of absence.

Section 3 – Employees granted a leave under this Section who have worked for the Employer for five (5) years or more shall for the first sixty (60) days of the leave of absence, the Employer will continue to pay for health insurance coverage as provided for in this Agreement, the employee will pay full health insurance premiums after 60 days. Employees who do not return to work after six (6) months on leave of absence will be terminated. Should the employee not return to work after the agreed upon leave of absence, medical benefits will automatically case and the employee will be responsible for the premium payment for continued medical coverage.

Section 4 - The provisions in this Article shall be governed by all applicable rules and regulations in the Family and Medical Leave Act and any other applicable State or Federal laws.

Article 25 - Effective Date & Renewal

Section 1 - No exceptions or changes in this Agreement shall be made without the written consent of both parties, and if made, shall be a supplement to this Agreement. This Agreement may be renewed and will be deemed to have been automatically renewed unless within ninety (90) days prior to expiration date thereof, one party gives to the other party written notice of any desired changes in the Agreement.

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

Section 3 - This Agreement shall remain in full force and effect from July 1, 2010 up to and including June 30, 2013.

error

IN WITNESS WHEREOF, the parties hereto have affixed their hands this _____ day of _____, 2010.

AGREED:

For the Employers:

Neal Crowley
SVP, General Counsel
Smile Brands Inc.

10-24-13
Date

Erick N. Cuenca, D.M.D., Inc
Erica N. Cuenca, D.M.D. Inc., PC

Date

For the Union:

Rachele Savola
SEIU, Local 1021

10/2/13
Date

Pete Castelli
SEIU 1021 Executive Director

October 2, 2013
Date

Appendix A

	Hourly Rate
Office Biller	$12.18
Patient Care Coordinator	$12.92
Treatment Counselor	$15.28
Dental Assistant	$9.72
Sr. Dental Assistant	$12.60
RDA	$12.17
SR. RDA	$15.60

Service Employees International Union – Local 1021
100 Oak Street
Oakland, California 94607
(510) 350-4527

Field Representative _____

Union Steward _____

Telephone Number _____