

COLLECTIVE BARGAINING AGREEMENT

between

INTERDENT

and

**UNITED FOOD & COMMERCIAL WORKERS
LOCAL 428, AFL-CIO**

Effective April 1, 2003 - February 25, 2006



AGREEMENT

THIS AGREEMENT is entered on April 1, 2003 between Interdent, which provides management services to Piedmont Hills Dental Center (“the Employer”) and the United Food and Commercial Workers Union, Local 428, chartered by the United Food and Commercial Workers International Union, AFL-CIO, CLC (“the Union”).

ARTICLE 1.

The Employer hereby recognizes the Union as the exclusive collective bargaining representative for all the employees at its Piedmont Hills Dental Center in San Jose, California and its Piedmont Hills Dental Center at McCarthy Ranch in Milpitas, California, including Registered Dental Assistants, Dental Assistants, Receptionists, Clerks, Patient Counselors, Technicians and Insurance Processors, employed by the Employer at its San Jose, California facility, excluding Doctors, Dental Hygienists, guards and supervisors as defined in the Act.

ARTICLE 2.

Section 1

On and after thirty (30) days of employment, or the date of execution of this Agreement, whichever is later, each employee shall become and remain a member of the Union as a condition of employment, provided however that the Employer shall not be obligated to discharge any employee in violation of the National Labor Relations Act, as amended. Upon written notification from the Union that an employee has failed to make timely tender to the Union of initiation fees and/or periodic dues the Employer agrees to terminate said employee on the eighth (8th) day from such notice unless the Union notifies the Employer in writing that the employee has complied with the provisions hereof.

Section 2 Dues Checkoff

The Employer agrees to deduct from employee’s paycheck the employee’s monthly Union dues and initiation fees for employees who have voluntarily and individually certified in writing that such deductions be made. One half of such amounts will be deducted from each paycheck. The Employer will submit all such funds deducted to Local 428 on a monthly basis and will provide a list of members who dues and initiation fees have so deducted.

ARTICLE 3

NO DISCRIMINATION

Neither the Employer nor the Union will discriminate against any employee because of any reason prohibited by federal, state or local law, including Union status.

ARTICLE 4

HIRING

The Employer may hire from any source. By the 15th of each month, the Employer will provide the Union with a list of all new bargaining unit employees hired in the prior month including the name, job title, rate of pay and date of hire for each.

ARTICLE 5

PROBATIONARY PERIOD

Section 1

All employees covered by this Agreement shall be considered probationary for a period of four (4) calendar months from the most recent date of hire.

Section 2

During the probationary period described above, the Employer may discharge any such employee at will, with or without just cause, and such discharge or other dispute with a probationary employee shall not be subject to the arbitration provision of this Agreement.

ARTICLE 6

TEMPORARY EMPLOYEES

Section 1

Nothing shall preclude the Employer from hiring temporary employees for temporary increases in the amount of work. A temporary employee is one who has been hired for a specified period of time not to exceed six months and is so informed at the time of hire. The Employer shall not utilize temporary employees to undermine the integrity of the bargaining unit.

Before temporary employees are hired, all regular employees working less than forty (40) hours per week shall be given the opportunity to fill the position if they are qualified to perform the work so long as accepting the work will not require the Employer to pay overtime unless, in its sole discretion, the Employer chooses to do so.

Section 2

Temporary employees are not entitled to any of the benefits outlined in this Agreement. The Employer may discharge any temporary employee at will for any reason, with or without cause, and such discharge will not be subject to the grievance and arbitration provisions of this Agreement.

Section 3

Temporary employees who actually work more than six months and thereafter become probationary employees, shall have their probationary period reduced by their period of temporary employment to a maximum of 30 days.

ARTICLE 7

PART-TIME/FULL-TIME

Section 1

The Employer may employ regular part-time or full-time employees. The Employer will not hire a part-time employee if doing so will directly cause a full-time employee's hours to be reduced. When additional hours of work become available on a regular basis, the Employer will attempt to accommodate a part-time employee's request to assume such work, so long as they are qualified to perform the work and doing so will not require the Employer to pay overtime, unless in its sole discretion, the Employer chooses to do so.

Section 2

A full-time employee is an employee who is regularly scheduled to work thirty (30) or more hours in a work week.

Section 3

A part-time employee is an employee who is regularly scheduled to work less than thirty (30) hours in a work week.

Section 4

Nothing in this Agreement shall be construed as creating guaranteed minimum work week.

ARTICLE 8

DISCHARGE AND DISCIPLINE

Section 1

The Employer shall be the judge of the competency of employees and the director of the working forces. The Employer retains the right to discipline, suspend or discharge an employee for any reason constituting just cause.

Section 2

Just cause shall be defined as a fair or honest action taken in good faith by the Employer and shall include the concept of progressive discipline where appropriate.

ARTICLE 9

SENIORITY

Section 1

Seniority shall be defined as an employee's length of continuous service with Interdent at the facilities listed in Article 1 herein.

Section 2

Accrual of an employee's seniority shall not commence until after completion of the probationary period and then shall be retroactive to the date of first employment within the twelve (12) consecutive month accrual period. Temporary employees shall not accrue seniority until after the time they are retained as regular employees.

Section 3 Layoffs

- a. In the event of a layoff, probationary employees or temporary employees within a classification shall be laid off first without regard to their individual period of employment. The Employer shall be the sole judge regarding the order of layoff as to temporary and probationary employees.
- b. Non-probationary employees, except RDAs, shall be the next to be laid off or have their hours reduced within a classification. If, in the Employer's judgment (which shall not be exercised in an arbitrary and capricious manner), two or more non-probationary employees have relatively equal skill, knowledge, attendance and ability to perform the work available, the employee with the least seniority shall be laid off first.

- c. The parties recognize that dentists at Piedmont Hills Dental Center operate on a “team scheduling” basis whereby individual dentists normally utilize a particular team of RDAs or other support of staff. The continuation of this program may cause a temporary reduction in the hours of workers, including those classified as full time, depending on the scheduling preferences of the dentists. This practice shall not be a violation of this Agreement.

If a temporary or permanent vacancy occurs on a team, employees on other teams will be given first preference to claim the additional hours based on their seniority as defined in Section 1 so long as such scheduling does not cause the Employer to incur an obligation to pay overtime. This provision shall be subject to the consent of the dentist(s) involved consistent with state law governing the practice of dentistry.

Section 4 Recall

- a. Whenever a vacancy occurs, non-probationary employees who are on a layoff shall be recalled in the reverse order in which they were laid off, i.e., the last laid off shall be the first one recalled, so long as that individual is qualified to perform the available work without training.
- b. The Employer shall be under no obligation to recall any temporary or probationary employee who has been laid off.
- c. On a case by case basis, the Employer will consider the request of employees facing lay-off to move to an available lower paid classification if they have the ability to perform the work. Such employees will retain their contractual recall rights to return to their original classification. The employer’s denial of the request shall not be subject to the grievance procedure so long as the Employer has considered the request and the reason for the denial is not arbitrary and capricious.

Section 5 Loss of Seniority

Seniority shall be terminated for any of the following reasons:

- a. Termination;
- b. Voluntary quit;
- c. Failure to report for work when recalled within two (2) business days after having been notified by the Employer by written notice at the employee’s last address on file with the Employer;
- d. Absence from work for three (3) consecutive days without notifying Employer;
- e. Continuous layoff for six (6) or more months;
- f. Failure to return from an approved leave of absence.

An employee whose seniority is lost for any of the reasons outlined above shall be considered as a new employee if he/she is again employed by the Employer. The failure of the Employer to rehire an employee after his/her loss of seniority shall not be subject to the grievance or arbitration provisions of this Agreement.

Section 6

For purposes of this Article, the following classifications are recognized:

Registered Dental Assistant (RDA)
Dental Assistant (DA)
Patient Care Coordinator
Lab Technician/File Clerk
Insurance Clerk
Front Desk
Front Office Coordinator
Clinical Coordinator

Section 7

It shall be the responsibility of the employee to keep the Employer informed of his/her current address and to notify the Employer in writing within three (3) days of any change of address.

ARTICLE 10

OVERTIME

Section 1

- a. Employees shall be paid overtime in accordance with state and federal law. To the extent applicable law requires that overtime be paid for work performed in excess of eight (8) hours in a work day, an alternate work schedule of four (4), ten (10) hour shifts per week (“4-10”) may be worked after notice to the Union without paying time and one-half the regular hourly rate of pay for work performed in excess of eight (8) hours in a work day so long as time and one-half is paid for work performed in excess of ten (10) hours in any day or forty (40) hours in a work week. The Employer may mandate a 4-10 work schedule. In such event, this schedule must be maintained for a minimum of 6 months.

In addition, employees may agree to work an alternate work schedule consisting of a schedule other than 4-10, but consisting of work days longer than eight per day without receiving time and one-half the regular hourly rate of pay for work performed in excess of eight (8) hours in a work day so long as time and one-half is paid for work performed in excess of ten (10) hours in any day or forty (40)

hours in a work week. Employees agreeing to work such a schedule must do so in writing and must agree to such an arrangement for at least six (6) months.

The Employer and any employee agree to provide at least 30 days notice to the other in the event either the Employer or the employee wishes to abandon an agreed upon alternative work schedule as described above.

- b. No overtime shall be worked unless specifically authorized by the Employer.
- c. There shall be no pyramiding of overtime payments.
- d. Employees may be required to work overtime. The Employer shall notify employees of the need for overtime with as much advance notice as possible and shall make a good faith effort to accommodate the personal, previously scheduled obligations of employees including child care arrangements.

Section 2 Scheduling of Overtime

The scheduling of overtime shall be within the sole discretion of the Employer. The Employer will make reasonable efforts to assign pre-scheduled overtime to qualified employees as equitably as practical. The Employer shall be the sole judge as to whether an employee is qualified.

ARTICLE 11

SCHEDULES

The Employer has the right to establish and alter start times and schedules to meet the operational needs of the facility. Employees will be notified of start times and schedules at least two weeks in advance and shall make requests for days off at least two weeks in advance. When, due to changing operational needs, a change in schedule becomes necessary, three days advance notice will be given of such change except in the case of an emergency.

ARTICLE 12

REPORTING TIME PAY

Section 1

Each work day an employee is required to report for work and does report but is not put to work or is furnished less than half of said employee's usual or schedule day's work, the employee shall be paid for half the usual or scheduled days work, but no less than two (2) hours and no more than four (4) hours at the employee's regular rate of pay.

Section 2

If an employee is required to report to work a second time in any one work day and is furnished less than two (2) hours work on the second reporting, the employee shall be paid for two hours at the employee's regular rate of pay.

Section 3

The foregoing reporting time paid provisions are not applicable when:

1. Operations do not commence or continue due to threats to employees or property, or when recommended by civil authorities; or
2. Public utilities fail to supply electricity, water or gas, or there is failure in the public utilities or sewer system; or
3. Interruption of work caused by an act of God or other cause not within the Employer's control.

ARTICLE 13

MEALS

Employees shall be entitled to take an unpaid meal break during the time the office is regularly scheduled to be closed to patients. Employees shall normally be entitled to an unpaid sixty (60) minute meal break within the first five (5) hours of any shift, provided however, when a shift is not more than six (6) hours, the meal period shall be waived. The starting time and length of any particular employee's meal period is subject to patient needs but in no case shall be less than thirty (30) minutes. In the event the office is not scheduled to be closed to patients during lunch, employees shall be entitled to a meal period as described above at a time scheduled by the Employer.

ARTICLE 14

REST PERIODS

Section 1

All employees shall receive a rest period of fifteen (15) minutes during every four (4) hours of work or major fraction thereof. In the event of an emergency or in the interest of proper patient care, such breaks may be interrupted or reduced.

Section 2

A rest period need not be provided for employees whose total daily work time is less than three and one-half (3½) hours.

ARTICLE 15

WAGES/PAY DAY

Section 1 Wages

Minimum wages and increases are set forth in Exhibit A which is attached and made part of this Agreement.

Section 2 Pay Day

Employees will be paid on the 10th and 25nd of each month. The Employer may change to another twice monthly pay schedule and as much notice as possible, but no less than thirty (30) days advance notice to employees. The Employer agrees to furnish each employee with a weekly or bi-weekly wage statement showing the name of the employee, period covered, total amount of wages paid and all deductions made.

Section 3

Any wages being paid above the minimum at the signing shall not be reduced by the signing of this Agreement. The Employer, at its discretion, may pay above the rates listed in Exhibit A. The Employer's decision whether to pay an employee above the minimum wage established by this Agreement is not subject to the grievance/arbitration provisions of this Agreement, however, once granted, increases shall not be rescinded unless the employee's job classification or licensure changes which impacts the employee's ability to perform his/her job.

Section 4

If new job classifications are created, the Employer will set the starting rate and will bargain with the Union over the appropriate contractual rate.

ARTICLE 16

HOLIDAYS

Section 1 Holidays

All regular employees regularly scheduled for at least 30 hours per week who have successfully completed their probationary period are eligible for the following paid holidays:

New Years Day
Memorial Day
Independence Day

Labor Day
Thanksgiving
Christmas Day

Section 2 Holiday Pay

Holiday pay for eligible employees shall be paid to each eligible employee at a rate based upon the number of hours regularly worked by that employee. Hours paid for on a holiday shall not be considered as hours worked for purposes of calculating entitlement to overtime.

Section 3

To receive holiday pay, an employee must work the full scheduled work day before and after the holiday unless the absence is excused in advance and in writing by the Employer.

Section 4

Any employee who works any of the above named holidays shall be paid his/her straight time rate for all hours worked in addition to their holiday pay as defined above.

Section 5

The Employer reserves the right to require than employees work on any of the above named holidays.

Section 6

A regularly scheduled holiday falling on a Saturday or Sunday shall be observed on the preceding Friday or succeeding Monday, respectively.

ARTICLE 17

PAID TIME OFF (PTO)

Section 1

Employees who are regularly scheduled to work thirty (30) or more hours a week become eligible to utilize PTO on the first of the month following completion of sixty (60) days of continuous employment.

Section 2

The following hours are included in the computation for accrual of PTO benefits: Regular hours worked; paid holidays; and PTO hours taken. Unpaid leaves of absence and hours worked in

excess of forth (40) hours per week will not be included in the computation for PTO. PTO will accrue at the following rates:

Total Years of Service	Accrual Rate	Account Maximum
0 - 2 years	.04230 accrual rate per hour to a maximum of 88 hours per year	140 hours
2 - 4 year	.06153 accrual rate per hour to a maximum of 128 hours per year	210 hours
5 - 15 years	.08076 accrual rate per hour to a maximum of 168 hours per year	280 hours
16 - 20 years	.09615 accrual rate per hour to a maximum of 200 hours per year	350 hours
More than 20 years	.11538 accrual rate per hour to a maximum of 240 hours per year	420 hours

Once the PTO balance reaches the applicable “Account Maximum” level, employees cease accruing additional PTO benefits. In order to resume accruing additional PTO benefits, the PTO balance must drop below the applicable “Account Maximum” level. PTO shall be scheduled in conformance with existing company policy.

Section 3

Upon termination, employees are paid for unused, accrued PTO up to the maximum cap.

ARTICLE 18

HEALTH INSURANCE

All regular employees who have been employed for at least two (2) months who were scheduled to work at least thirty (30) hours or more each week in the preceding calendar month shall be eligible for the same health insurance available to and on the same terms as the Employer’s non-unit employees. In the event the level of benefits changes due to renegotiation of the insurance contract with applicable carriers, the Employer agrees to notify the Union, prior to its final decision regarding such changes, who may offer any suggestions or comments. However, the Union waives any right to bargain over any such changes during the term of this Agreement or any renewal period.

Prior to its renewal of contracts with health care providers in 2004, the Company shall meet with the Union to discuss a plan that would allow employees to purchase their own health insurance with the Company paying its traditional percentage toward that coverage.

The Employer shall continue its current practice with regard to providing dental benefits to its employees. However, should Interdent adopt a corporate policy which provides for dental benefits that are applicable to Piedmont Hills Dental Center, such benefits policy shall apply to bargaining unit employees.

After one year of employment, dental benefits shall be extended to employee spouses and dependent children through age 18. The annual limit per dependent shall be \$2000. Lab fees shall be paid by the employee. Orthodontic coverage shall be at 50% of the UCR and lab fees shall be paid by the employee. Dental coverage, including any scheduled plan of treatment such as orthodontic services, shall immediately cease upon employee termination.

ARTICLE 19

RETIREMENT PLAN

All regular employees who have completed six (6) months of service with the Employer shall be eligible to participate in Employer's 401(k) plan on the same terms as the Employer's non-unit employees.

ARTICLE 20

FACILITY CLOSURE

The Employer will give at least sixty (60) days notice to the Union of its intention to close any of the facilities.

ARTICLE 21

ABSENTEEISM

The Employer has the right to establish and enforce reasonable policies regarding absenteeism and tardiness and shall provide such policies and any changes thereto to the Union in writing. An employee who is going to be absent from work is required to call and notify the office manager or other person in charge of his/her absence before his/her scheduled start time.

ARTICLE 22

LEAVES OF ABSENCE

Section 1

Employees who have successfully completed their probationary periods and who meet all statutory requirements shall be eligible for up to twelve (12) weeks of family or medical leave per year, consistent with the provisions of state and federal law. Employees disabled due to pregnancy shall be entitled to up to four (4) months of pregnancy disability leave consistent with the provisions of California law.

Section 2

Employees desiring a leave of absence without pay for any reason other than as stated in Section 1 of this Article shall submit such requests for leave to the Employer in writing at least thirty (30) days prior to commencement of the requested leave unless emergency circumstances require less notice. A decision to grant or refuse a leave of absence or extension shall be within the discretion of the Employer, shall be final and conclusive, and shall not be subject to the grievance/arbitration provision of this Agreement. Except as otherwise provided in this Article, the maximum leave of absence shall be for thirty (30) days and may be extended within the discretion of the Employer for like periods. Written permission for such leaves or extensions must be in writing. During an approved leave of absence an employee may not engage in gainful employment unless authorized by the Employer in writing.

Section 3 Union Business

Employees shall be allowed time off without pay for the purpose of attending Agreement negotiations, Adjustment or Arbitration Board hearings or steward training. In all such instances, the Employer shall be notified not less than one (1) week in advance of such absence, and the number of employees requesting such absences shall be so limited by the Union that it will not interfere unreasonably with the operations of the Employer's business.

Section 4

The Employer may terminate any employee who violates the terms and conditions of his/her leave.

ARTICLE 23

JOB INJURY

When an employee is injured on the job and reports for medical care and it is certified that he/she is unable to continue work, he/she shall be paid the basic straight time rate of pay for the hours not worked on the day of injury.

ARTICLE 24

JURY DUTY

The Employer shall pay an employee serving on jury duty the difference between his or her required hourly wage and the amount received for serving on the jury up to a maximum of three (3) days of such service. Such pay shall not exceed eight (8) hours in any single day. Employees serving on jury duty beyond three (3) days shall be entitled to an unpaid jury leave for time required to report for jury duty.

ARTICLE 25

GRIEVANCE AND ARBITRATION PROCEDURES

Section 1 Grievance Defined

For the purpose of this Agreement, a “grievance” shall be defined as a dispute between the Union and the Employer over the interpretation or application of this Agreement, or any employee and the Employer, that arises after the effective date and prior to the expiration date of this Agreement or any agreed to extension thereof.

Section 2 Grievance Procedure

A grievance that is not disposed of in accordance with the following procedures shall be considered waived and/or settled and such waiver and/or settlement shall be final and binding upon the Union and its members, the employee or employees involved and the Employer.

Step 1: An aggrieved employee shall first attempt to resolve the issue with their immediate supervisor within three (3) days from the date of the occurrence.

Step 2: If the matter is not settled in Step 1, the Union shall, within eight (8) work days of the date of occurrence, present the grievance to the Employer in writing, and an official of the Union and the Employer shall attempt to settle the grievance.

Step 3: If the matter is not resolved within eight (8) business days of presentation to the Employer in Step 2, the Union may, within thirty (30) calendar days from the date of the occurrence, notify the Employer in writing of its desire to submit the dispute to a Board of Adjustment. The Board of Adjustment shall consist of two (2) representatives selected by the Union and two (2) representatives selected by the Employer which shall convene and reach agreement or deadlock within two (2) weeks of the Union’s request. The parties may mutually agree to skip Step 3 and go directly to Step 4.

Step 4: If the grievance is deadlocked by the Board of Adjustment or the parties mutually agree to skip Step 3 and the Union decides to proceed to arbitration, the Union must

notify the Employer in writing within ten (10) calendar days of the close of the Adjustment Panel hearing or the decision to skip Step 3.

Section 3 Selection of the Arbitrator

Upon notification that the Union wishes to proceed to arbitration, both parties will attempt to agree upon a mutually acceptable arbitrator. If unable to agree upon an arbitrator, then an arbitrator shall be selected in accordance with the then-current Employment Dispute Resolution Rules of the American Arbitration Association.

Section 4 Arbitrator's Authority

The hearing will be conducted according to the American Arbitration Association's procedures. The arbitrator shall base his or her decision on the facts presented at the hearing and in accordance with the provisions of this Agreement and governing law. The Arbitrator must follow the policies of the Employer in effect at the time of the event giving rise to the dispute. The arbitrator shall not have authority to modify or revoke this Agreement or any company policy unless such policy is in violation of this Agreement. The decision shall be final and binding upon both parties. Each party shall bear its own costs in connection with the arbitration. The cost of the arbitrator will be shared equally by both parties.

Section 5 Remedies

Any remedies awarded must be for the purpose of making the aggrieved party whole and shall be limited to actual and foreseeable damages proximately caused by the event giving rise to the liability and shall, where applicable, be limited by the terms of this Agreement. No punitive damages or damages in the nature of a penalty shall be awarded.

Section 6

A claim by an employee for any payment of any compensation or sum due under the terms of this Agreement shall not go beyond a sixty (60) day period prior to the filing of such grievance.

Section 7 Time Limits

The time limits contained within this Article are of the essence and not merely procedural. However, such time limits may be extended by written consent of the parties.

ARTICLE 26

SAFETY

The Employer shall promote safe working conditions consistent with the provisions of Cal-OSHA.

ARTICLE 27

NO STRIKES OR LOCKOUTS

Section 1

The Union agrees that there shall be no strikes, boycotts, picketing, sympathy strikes, unfair labor practice strikes, slow downs, or any other kind of activity that interferes with or interrupts the Employer's operations during the term of this Agreement. The Employer may take disciplinary action, including discharge, against the participants in any such activity.

Section 2

The Employer agrees not to engage in any lockout during the term of this Agreement.

ARTICLE 28

MANAGEMENT RIGHTS

Section 1

Except as specifically altered or modified by the express terms of this Agreement, the management of the Employer's business and the direction for its personnel, including the right to hire, assign, reward, transfer, suspend, discharge and discipline employees and to direct the workforce, are the right of the Employer. The Employer shall be the exclusive judge of all matters pertaining to the provision of services, the location of the practice, the practice's schedules and the methods, processes, means and materials to be used, including the right to install or remove equipment, purchase services, merchandise, or materials from any source of supply whatsoever, to introduce new or improved methods or facilities to transfer or relocate any and all of the operations of the business to any location or to discontinue such operations by sale or otherwise, in whole or in part, to discontinue work by employees of the Employer and/or to subcontract the same, to establish, increase or decrease the number of work shifts and to promulgate, post and enforce reasonable rules and regulations.

Section 2

All the rights, power or authority the Employer had when there was no Agreement are retained by the Employer, except those specifically abridged, delegated or modified by this Agreement.

Section 3

Nothing in this Agreement shall prevent anyone, including members of management, dentists and hygienists, from performing any work in the dental practice.

Section 4 Subcontracting

In the event that the Company determines to subcontract bargaining unit work, it shall give the Union 60 days notice if possible, but no less than 30 days advance notice and bargain over the affects of the action. In the event that the Company determines to transfer work to another Interdent facility (i.e., billing) affected bargaining unit employees will be considered, upon request, for any open positions commensurate with their skill and ability. The Employer's decision to hire or not to hire an employee in this circumstance shall not be subject to the grievance procedure.

ARTICLE 29

UNION REPRESENTATIVE VISITS/POSTINGS

Upon at least 24 hours advance notice to the office manager or his/her designee, the Union representative shall be allowed to visit the Employer's facility for the purpose of ascertaining whether or not this Agreement is being observed. Upon entering the facility, the Union representative shall report to the office manager. In the event a business agent wishes to interview an employee, the business agent shall be permitted to interview the employee privately in an office. Such interviews shall be considered non-work time unless specific approval is granted by the Employer. The Union agrees there will be no unnecessary visits and that such visits shall not interfere with the proper performance of employees covered by this Agreement or the privacy of patients.

The Employer shall provide space in a place reasonably accessible to employees for the purpose of posting notices of official Union business, such as time and places of meetings, events and services, but there shall be no commercial advertising or solicitation. Notices shall not be posted beyond the date designated in the notice and, in any event, no longer than thirty (30) days, unless otherwise agreed to.

ARTICLE 30

PHYSICAL EXAMINATION

An employee required by the Employer to take a physical examination during the time he/she would otherwise be working on the job shall not have wages deducted for such time lost.

ARTICLE 31

DRUG/ALCOHOL TESTING

Section 1

The Employer may require an employee to submit to a drug or alcohol test where management representatives have reason to suspect the employee is currently under the influence of drugs or alcohol. Reasonable suspicion exists when there is clear indication of impairment based on objective evidence and/or based on specific personal observation by a supervisor who can attest to the appearance, behavior, speech, or breath odor of the employee. The supervisor will document his/her observations and reasons for requesting the testing. Those observations may include unsafe work habits, abnormal work performance, physical conditions or symptoms, abnormal personal behavior, or an accident causing personal injury or property damage in excess of \$500.

Section 2

Prior to testing, employees will be given the option to report any medications which he/she has taken or is presently taking. Such information will be used for the purposes of discerning whether a positive test result is due to a lawful use of medication. The Employer will instruct the collection site and laboratory to adhere to strict chain of custody procedures and to take reasonable precautions to protect the donor's privacy. All testing will be conducted on the Employer's time.

Section 3

Refusal to submit to a test or agreeing to a test which returns a positive result will be cause for termination or, in the Employer's discretion, referral to the Union's Member Assistance Program or other rehabilitation program.

Section 4

Any employee who voluntarily seeks help and undergoes treatment for alcohol or drug abuse prior to being required to undergo drug testing and prior to being involved in any substance-related misconduct will not be subject to disciplinary action provided he/she remains drug or alcohol-free and complies with the provisions of his or her employee assistance agreement.

Section 5

The Employer may establish pre-employment drug or alcohol testing requirements for applicants for employment.

ARTICLE 32

TRAVEL ALLOWANCE

Any employee using his/her automobile on the Employer's business shall be reimbursed at the then current Company reimbursement rate.

ARTICLE 33

CONTINUING EDUCATION

On a case by case basis, the Employer will reimburse employees for the tuition/registration fees associated with employee attendance at continuing education classes. Employees must obtain pre-approval to attend such courses in order to receive reimbursement. If the Employer requires an employee to attend an educational class, attendance shall be considered as time worked.

ARTICLE 34

VACCINATIONS

The Employer shall pay for the cost of all required employee vaccinations.

ARTICLE 35

UNIFORMS

Uniforms, when required by the Employer, shall be paid for by the Employer.

ARTICLE 36

SCOPE OF AGREEMENT AND SEPARABILITY

Section 1 Scope of Agreement

Except as otherwise provided herein, this Agreement fully and completely incorporates the understanding of the parties hereto and constitutes the sole and entire agreement between the parties on any and all matters subject to collective bargaining. Neither party shall, during the term of this Agreement, demand any change therein, nor shall either party be required to bargain with the respect to any matter. Without limiting the generality of the above, both parties in their own behalf waive any right to demand of the other any negotiating, bargaining, or change during the life of this Agreement with respect to pensions, retirement, health and welfare annuity or insurance plans, or respecting any questions or wages, hours, or any other terms of conditions of employment, provided

that nothing herein shall prohibit the parties from changing the terms of the Agreement by mutual consent.

Section 2 Separability of Provisions

Should any section, clause or provision of this Agreement be declared illegal by final judgment of a court of competent jurisdiction, such invalidation of such section, clause or provision shall not invalidate the remaining portions hereof and such remaining portions shall remain in full force and effect for the duration of this Agreement.

Upon such invalidation, the parties agree to meet and negotiate substitute provisions for such parts or provisions rendered or declared illegal or an unfair labor practice.

ARTICLE 37

TERM OF AGREEMENT

This Agreement shall be effective April 1, 2003 and shall remain in full effect up to and including the 28th day of February, 2006, and shall automatically renew from year to year thereafter unless either party gives written notice to the other of a desire to amend, modify or terminate the Agreement not less than sixty (60) days prior to any expiration date. There shall be no opening of any kind or for any purpose during the term of this Agreement. All wages shall be effective as of the anniversary date of this Agreement in accordance with the salary schedule provided herein.

IN WITNESS WHEREOF, the parties have executed this Agreement this 1st day of April, 2003.

UNITED FOOD & COMMERCIAL
WORKERS LOCAL 428, AFL-CIO

INTERDENT

Print Name: _____

Print Name: _____

Title: _____

Title: _____

EXHIBIT A

MINIMUM STARTING RATES

<u>Job Class</u>	<u>Minimum Start Rate</u>
Registered Dental Assistant	\$14.00
Dental Assistant	\$11.00
Front Desk	\$ 9.00
Patient Care Coordinator	\$13.00
File Clerk/Lab Technician	\$ 6.75 for first six months of employment \$ 7.75 after six month of employment
Insurance Clerk	\$13.00
Front Office Coordinator	\$16.00
Clinical Coordinator	\$17.00

Annual Increases:

Effective March 1, 2004, all employees hired prior to January 1, 2004 shall receive an hourly wage increase of .50.

Effective January 1, 2005, all employees shall receive an hourly wage increase of .50 so long as the two offices combined have shown an overall profit for the previous year and a profit for 8 out of the previous 9 months. If the profitability standard is not met, the wage increase shall be deferred until March 1, 2005. The Company agrees to provide the Union with all necessary financial data if the wage increase is deferred.

Tenure Pay: In recognition of their tenure with the Company, employees hired prior to January 1, 1996 shall receive an additional hourly increase of .45 effective March 1, 2004 and .35 on either January 1, 2005 or March 1, 2005 depending on the fulfillment of the profitability standard.