

COLLECTIVE BARGAINING AGREEMENT

Between



Bloomfield Hills Country Club

and



UNITE HERE! Local 24
AFL-CIO

MARCH 1, 2019 THROUGH FEBRUARY 28, 2022

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**ARTICLE 1 –
RECOGNITION – UNION MEMBERSHIP – EMPLOYEE HIRING**

Section 1. Recognition

The Club recognizes the Union as the exclusive bargaining representative for the purpose of collective bargaining with respect to rates of pay, hours of work and other conditions of employment for employees in classifications set forth in Schedules “A” through “D” attached and made a part of the agreement, excluding managerial, confidential, administrative, office clerical, seasonal and supervisory employees and guards as defined in the National Labor Relations Act. If the Union at any time during the term of this agreement can prove by authorization in writing that it represents a majority of employees in a job classification listed in the attached schedule “C” but not previously represented, the Union shall be recognized as the bargaining agent for such employees and thereupon such employees shall be automatically covered by this agreement. Should the Club create a new position that is covered under the terms of this agreement, the Club and the Union shall negotiate the applicable rate of pay for the position.

Section 2. Union Membership

- (a) The Employer shall honor and effectuate the payroll deduction authorization card attached to this Collective Bargaining Agreement, and incorporated herein by reference, for each employee who signs said card, for such period as each authorization is in effect. The Employer shall deduct for each payroll or at such other intervals/times otherwise designated by the Union the amount authorized by the employee and promptly transmit such amount to the Union. The parties acknowledge that the cost of establishing and administering payroll deduction has been taken into account by the parties in their negotiation of the overall economic terms of this Collective Bargaining Agreement.
- (b) Employees are advised that Michigan is a Right To Work state, which means that as a condition of employment, employees cannot be required to join or remain in the union or pay dues.
- (c) In the event there is a change in law so that obtaining or continuing employment may be conditioned on the payment of Union dues or service fees, the Employer and the Union agree that the following language shall govern:

The Club agrees that as a condition of employment, all employees covered by this Agreement shall remain members in good standing of the Union or tender to the Union the initiation fees and periodic dues that are the obligation of members, or shall become and remain members in good standing of the Union or tender to the Union the initiation fees and periodic dues that are the obligations of members on the thirty-first (31st) calendar day following the date of employment, the effective date of this Agreement, or the date of execution of this Agreement whichever is later.

- (d) Newly hired employees shall become and remain members in good standing of the Union or tender to the Union the initiation fees and periodic dues that are the obligations of members on the thirty-first (31st) calendar day following the date of employment, the

effective date of this Agreement or the execution of this Agreement, whichever is later.

- (e) No provisions of this article shall prohibit employees from electing to become members of the Union prior to the thirty-first (31st) calendar day of employment.
- (f) Any employee who fails to tender dues, including initiation or reinstatement fees, in accordance with the provisions of subsection (a) of this section shall be subject to discharge, upon written notice to the Club.

Section 3. B List Employees

To facilitate the employment of qualified banquet employees, to assure qualified personnel of an efficient system of locating employment, and to ensure the Club of a regular source of available banquet employees, the club shall establish a list of employees ("B List" employees) to staff banquet functions after its regular banquet employees and such other regular employees of the Club who are qualified, have indicated a desire, and are available to work banquet functions, have been afforded the opportunity to work. B List employees shall not accumulate or maintain seniority. However, in creating the B List, the Club shall give preference to former line-up employees whom it has utilized in staffing banquet functions, and in scheduling the B List employees, the Club shall base its sections upon ability and availability and shall not be based upon favoritism and the Union may discuss with the Club the Club's failure to call to function any such employee. B List employees shall not be deemed regular employees of the employer and/or part of the bargaining unit, but shall receive the rate of pay provided for under the collective bargaining agreement and such other benefits as are specifically provided hereunder for such employees. The Union security provision of the collective bargaining unit shall not be applicable to B List employees and no welfare or pension contributions will be required by the Club.

ARTICLE 2 – CHECK-OFF OF UNION DUES

Section 4.

The Club shall deduct from the pay of each employee membership dues, including initiation and reinstatement fees, in sums that may be established by the Union in accordance with its Constitution and By-Laws. No deduction shall be made unless the employee has signed an authorization card irrevocable for one year or the termination of this Agreement, whichever first occurs. The employee may revoke this written authorization, by written notice to the Club and the Union, at any time during a period of fifteen (15) days prior to the described expiration period. If no notice is given, the authorization shall be automatically renewed for successive periods of one (1) year, or contract expiration, with the same privilege revocation at the end of each period. All deductions shall be made from the employee's first paycheck each month and then from each successive paycheck during the month until the employee's billed obligation is paid in full. The Club shall, by the tenth (10th) day of each month, forward a check to the Union of amounts checked off together with a statement on forms supplied by the Union, setting forth the names, addresses, job classifications, and social security numbers of the employees.

**ARTICLE 3 –
WORK WEEK-HOURS OF WORK-REPORTING FOR WORK-
DEFINITION OF FULL-TIME, PART-TIME, AND SEASONAL
EMPLOYEES- LESS THAN EIGHT HOUR SCHEDULES**

Section 5.

- (a) The normal work week shall be Sunday through Saturday and shall consist of six (6) days. Eight (8) hours of work shall be considered the normal workday and forty (40) hours of work the normal work week. This shall not be construed as the minimum or maximum number of hours of work for full-time employees as defined. The Club shall schedule eight (8) hours of work, except as provided further in this section, when eight hours is available.
- (b) Employees may be scheduled to work any days of the week, with the Club making every effort to accommodate employees' personal requests for time off each week. Scheduled days off can be changed by mutual agreement between the employee and the Club and may not be made to circumvent overtime or to deny full-time employees the opportunity to work golf outings and other functions on days the Club is ordinarily closed.
- (c) The Club will maximize work assignments for full-time employees up to six (6) days and shall give full-time employees priority for additional available work (golf outings, special functions, etc.) by seniority. The Club may schedule full-time employees for shifts of less than eight (8) hours but not less than four (4) hours prior to Memorial Day and after Labor Day. The Club will maximize work for full-time employees, by seniority in compliance with Article 3, Section 5. The Club will not assign work to part-time employees or seasonal employees unless full-time employees in the same classification, or who have worked in the same classification, have been given the opportunity to work the available hours as scheduled. Seasonal employees will be used to supplement, not to displace, full-time employees. Seasonal employees will not be scheduled when full-time employees are on layoff unless full-time employees have been given the opportunity to work and declined such opportunity. No two (2) eight (8) hour employees will be scheduled on shifts of less than eight (8) hours to cover eight (8) hours of available work on one (1) day.
- (d) Employees shall be paid for all hours worked. If the Club sends an employee, who was scheduled to work eight (8) hours, home early due to a shortage of work, the Club shall pay the employee hourly rate, plus fifty cents (\$.50) premium for all hours worked. This provision shall not apply in case of an emergency caused by power failure, fire, flood, riot, civil commotion, or acts of God affecting any part of the Club's property. An employee reporting for work during an emergency shall be paid for all hours actually worked and not less than one-half the employee's regular rate of pay for the day. The Club shall make the effort to have a bargaining unit employee present when the manager or his designee attempts to call off employees due to an emergency. However, in the event no bargaining unit employee is available to witness the call, the manager or his designee shall make the calls to inform employees.
- (e) Work schedules for full-time employees shall be posted weekly in advance of the work

week. Schedules shall not be altered to circumvent the payment of overtime.

Section 6.

The Club shall designate one (1) day in its payroll week as the seventh (7th) day for each full-time employee. The Club shall not be required to designate the same days off for each full-time employee.

Section 7.

- (a) The Club shall have the right to change one or more days off for full-time employees and designate other days as the scheduled days off for full-time employees once every sixty (60) days and upon seven (7) days' notice to the employee, provided that schedule changes shall not be made to circumvent overtime or to deny full-time employees the opportunity to work golf outings and other functions on days the Club is ordinarily closed.
- (b) Regular days off can be changed by mutual agreement between the employee and the Club, provided that the change is put in writing, signed by the employee and the Club and retained by the Club. The Club shall not penalize an employee for declining to agree to change regular days off,
- (c) Choice of available schedules, including regular days off, shall be done by seniority for full-time employees.

Section 8.

Full-time and part-time employees shall be paid weekly. All gratuities due full-time and part time employees shall be paid in the next regular weekly payroll.

Section 9.

Only bargaining unit employees shall perform the work covered by this Agreement except during relief periods, absenteeism, sickness, rush periods, and in cases of emergency.

Section 10.

- (a) A full-time employee is one who is scheduled to work four (4) or more days per week.
- (b) A part-time employee is one who is scheduled to work less than four (4) days per week or who is paid at the part-time rate for the number of days, or hours, actually worked.
- (c) A seasonal employee is an employee hired to work from May 1 through September 15 or from April 1 through September 30 for President's Turn, Halfway House and Men's Locker Room. Seasonal employees are not covered by the terms of this Collective Bargaining Agreement.

Section 11.

- (a) Part-time employees working eighteen (18) of twenty-two (22) consecutive weeks of four (4) or more days of seven and one-half (7-1/2) or more hours a day will become full-time employees. Once Full time status is achieved, the employee will establish a new seniority date for Full Time status for the purpose of benefit calculations – a 30-day waiting period for health insurance, and while the employee will accrue vacation and personal days immediately, they are ineligible to take them until after 12 months. Culinary plan and pension payments start on the day employee becomes full time.
- (b) Full-time employees working (18) of twenty-two (22) consecutive weeks of less than four (4) days of seven and one-half (7 ½) or more hours per day will revert to part-time employee status as described in this bargaining agreement.

**ARTICLE 4 –
MERIT INCREASES-SCHEDULE OF WAGE RATES AND SPECIFIC
WORKING CONDITIONS**

Section 12.

Wages and fringe benefits can be raised by the Club for individuals for superior knowledge and ability

Section 13.

The list of job classifications does not require that the Club hire employees in each classification.

Section 14.

An employee who works more than thirty (30) minutes during a shift in a higher rated job classification shall be paid at the higher rate for all hours worked in that classification.

Section 15.

An employee can work in a lower rated job classification, provided the employee is paid the higher rate, full staffing is not required, and the work is within the same department.

Section 16.

An employee receiving a higher wage rate, as of April 30, 1996, within the same job classification, than the rate in this contract, shall have that differential maintained as long as the employee occupies the same job classification at the Club. New over scale wages, implemented on or after May 1, 1996, are enforceable only if authorized by the Club in writing. The employing Club will notify the Union in writing of such over scale wages within a reasonable time.

Section 17.

Except as provided in Section 16, no extra-contractual benefit, condition, or practice of employment, past or future, is enforceable under this Agreement by the Club or the Union unless committed to writing and signed by the employing Club and the Union; provided, that any such writing shall not be effective beyond the term of this Agreement.

Section 18.

New employees will be paid per the new hire rate established in the applicable schedule for that employee's classification.

Section 19.

Employees may make wage assignments to any credit union designated by the Union, for purposes such as Roth IRA accounts or other purposes as arranged with the credit union by the employee.

Section 20.

This agreement shall not contradict or circumvent compliance with federally mandated law, including the Family Medical Leave Act (FMLA), the Social Security Act, and the Uniformed Services Act.

**ARTICLE 5 –
OVERTIME PROVISIONS**

Section 21.

Full-time employees shall be paid time and one half (1 ½) for all hours worked in excess of 8 hours in any one day or for work performed on the seventh (7th) day. Part-time employees shall be paid time and one half (1 ½) for all hours worked in excess of forty (40) hours in any work week.

Section 22.

- (a) Daily and weekly overtime shall not be pyramided.
- (b) A full-time employee absent from work during a work week except for proven illness or an approved vacation or with permission of the Club must make up lost straight time before receiving premium pay.

Section 23.

Full-time employees may be requested, but not required, to work a designated seventh (7th) day and shall rotate the overtime equally in any job classification where scheduling is practical. The

Club shall make this request by seniority, and if no full-time employee volunteers, the Club shall have the right to require the least senior full-time employee to perform the work.

**ARTICLE 6 –
NEW YEAR’S EVE OVERTIME PROVISIONS-ALL EMPLOYEES**

Section 24.

Employees will be paid time and one-half (1½) for hours worked on New Year’s Eve between 8:00pm and midnight.

**ARTICLE 7 –
SPLIT SHIFTS**

Section 25.

Servers working a split of two (2) separate meal periods shall be paid an additional one dollar and fifty cents (\$1.50).

**ARTICLE 8 –
VACATIONS – FULL-TIME EMPLOYEES**

Section 26.

(a) The Club will grant vacations with pay as follows:

| <u>Current Employees</u> | <u>New Hires (on or after March 1, 2008)</u> |
|----------------------------|--|
| 1 Year - 1 Week | 1 Year - 1 Week |
| 2 - 7 Years - 2 Weeks | 2 - 9 Years - 2 Weeks |
| 8 - 15 Years - 3 Weeks | 10 - 15 Years - 3 Weeks |
| 16 - 22 Years - 4 Weeks | 16 or More Years - 4 Weeks |
| 23 or more Years - 5 Weeks | |

- (a) A full-time employee must have been employed for one (1) year and have worked at least two hundred (200) days before becoming eligible for vacation pay. A day paid is considered a day worked. When a part-time employee becomes full-time according to the provision in Article 3, Section 11 (a), eligibility date for vacation pay shall be based upon days worked as a full timer.
- (b) Vacation pay is computed on forty (40) hours at current straight time hourly rate for each week of vacation to which the employee is entitled. For tipped or fixed gratuity employees, vacation pay shall be base weekly pay plus seventy (70%) of base weekly pay.

- (c) An employee discharged, except for proven dishonesty, who has earned, but not been paid for vacation, shall be paid one (1) days' vacation pay for each forty (40) days worked or paid times the number of weeks the employee would otherwise be entitled pursuant to subsection (a). An employee discharged for proven dishonesty shall not be entitled to this benefit.
- (d) An employee who quits, or is laid off, who has earned but not been paid for vacation, shall be paid one (1) days' vacation pay for each forty (40) days worked or paid times the number of weeks the employee would otherwise be entitled, pursuant to subsection (a) provided an employee who quits must give one (1) week's written notice of intention to quit to be eligible for this benefit.

Section 27.

Employees granted permission to take vacations during operational periods shall receive vacation pay at the time vacation is taken. All unused vacation shall be taken with pay beginning the first day following the Club Closure. The Club shall not unreasonably deny permission to take a vacation, provided that the Club may restrict vacations during peak operational periods. Employees permitted to take vacations during operational periods shall take vacations in accordance with seniority.

**ARTICLE 9 –
HOLIDAYS**

Section 28.

Full-time employees shall be paid double (2) time for all hours worked on the following Holidays:

| | |
|------------------|------------------|
| Mother's Day | Thanksgiving Day |
| Memorial Day | |
| Independence Day | Labor Day |

Section 29.

Holiday pay will not be paid for any holiday falling during Club Shut-Down period.

Section 30.

A full-time employee (hired on or after March 1, 2008) shall not be eligible for holiday pay until employed more than one hundred twenty (120) calendar days.

**ARTICLE 10 –
PAID PERSONAL ABSENCE DAYS – FULL-TIME EMPLOYEES**

Section 31.

(a) The Club will grant paid personal absence days as follows:

| Current Employees | New Hires (on or after March 1, 2008) |
|---------------------------------------|---------------------------------------|
| (1) 1 Year - 3 (8-hour) Days | (1) 1-2 Years - 2 (8-hour) Days |
| (2) 2 or more Years - 6 (8-hour) Days | (2) 3 or more Years - 4 (8-hour) Days |

(b) A full-time employee must have been employed for one (1) year and have worked at least two hundred (200) days before becoming eligible for paid personal absence days. A day paid is considered a day worked. Days worked as a part timer shall be used to calculate eligibility.

Section 32.

Employees shall give one (1) week's written notice of taking a paid personal absence day, unless prevented by sickness, disability, or emergency. An employee may take a paid personal absence day on his/her birthday, if otherwise scheduled to work. Paid personal absence days shall not be taken consecutively without the permission of the Club.

Section 33.

If a full-time employee does not use the personal absence days, the Club shall pay the employee for any unused days when the Club closes or add the unused days to the vacation period, at the employee's option. A paid personal absence day taken shall be paid in the work week taken.

Section 34.

(a) A "current" employee who quits or is laid off, and who has earned but not been paid for paid personal absence days under Section 32 (a)(1) above, will receive payment for one (1) paid personal absence day for every sixty-six (66) days worked or paid, with a maximum of three (3).

(b) A "current" employee who quits or is laid off, and who has earned but not been paid for paid personal absence days under Section 32(a)(2), will receive payment for one day for every thirty-three (33) days worked or paid, with a maximum of six (6).

(c) A "new hire" employee who quits or is laid off, and who has earned but not been paid for paid personal absence days under Section 32 (a)(1) above, will receive payment for one (1) paid personal absence day for every sixty-six (66) days worked or paid, with a maximum of two (2).

- (d) A "new hire" employee who quits or is laid off, and who has earned but not been paid for paid personal absence days under Section 32(a)(2), will receive payment for one day for every thirty-three (33) days worked or paid, with a maximum of four (4).

Section 35.

A full time employee who is laid off and was paid personal days accrued as of his or her last anniversary date, shall not receive additional compensation for personal time accrued since the anniversary date if he/she does not return to work at the Club when being called back from layoff.

Section 36.

An employee who quits without giving one (1) week's written notice, or who is discharged for proven dishonesty, shall not be entitled to any unused paid personal absence.

**ARTICLE 11 –
LEAVES OF ABSENCE-FULL-TIME EMPLOYEES**

Section 37. Family and Medical

Leaves of absence without pay for reasonable periods of time, not to exceed six (6) months or the employee's seniority, whichever is less, shall be granted by the Club for reasons of bona fide illness or disability, including pregnancy leaves of absence shall be in accordance with the Family Medical Leave Act. Such leaves shall not affect the employee's seniority rights. When medical evidence is presented and additional leave is required, seniority will accrue for an additional three (3) months only. The Club and the employees shall follow the provisions of the FMLA and the regulations interpreting the FMLA.

Section 38. Personal

Personal leaves of absence without pay, not to exceed, two (2) months, may be granted by mutual agreement between the Club and the employee. Such personal leaves shall not affect the employee's seniority rights. Personal leaves may be extended but seniority shall accrue for an additional three (3) months only. The Club will comply with all Federal guidelines for military leaves of absence as written in the Uniform Services Employment and Re-Employment Rights Act.

Section 39.

An Employee who has vacation accrued at the time of leave may elect to include such vacation in the time off.

Section 40.

All leaves and extensions must be in writing, signed by the Club and the employee, and a copy

sent to the Union.

Section 41. Military Leave

A Military service leave of absence will be granted to an employee in a branch of the U.S. Military Reserve operation in accordance with the Military Leave Act.

- (a) The leave of absence request shall be in writing and submitted by the employee to the appropriate Club personnel within thirty (30) days advance notice, unless the employee is called for emergency active duty.
- (b) Proof of military duty will be required prior to the approval of such leave being granted.

**ARTICLE 12 –
SENIORITY – FULL-TIME EMPLOYEES**

Section 42.

- (a) The Club recognizes seniority in specific job classifications and employees shall, whenever reasonably possible, be promoted, demoted, laid off and recalled to work according to length of service, provided the employee qualifies for the job classification.
- (b) The Union recognizes the lawful right of the Club to arrange its work schedules, to designate days off and to fix hours worked by employees. The Club will, whenever reasonably possible, follow seniority rights in arranging its schedules, in designating days off and hours to be worked by employees, but the Club shall not be restricted in carrying on its operations in an efficient manner or in complying with specific requests of members or guests for special assignments.

An employee transferred or promoted to a new job classification shall retain and accumulate seniority in the old classification as of the date of the transfer. The employee shall earn seniority in the new classification from the date of transfer. For purposes of determining the employee's rights in the event of layoff, seniority in the new classification shall be calculated from the date of transfer to the date of layoff. Seniority in the old classification shall be calculated from the date of entry into the old classification to the date of layoff. Employees transferred to a non-bargaining unit position lose all seniority rights after one (1) year.

- (c) Seniority for purposes of vacation, leave of absence and paid personal absence days shall be from the employee's last date of hire for Full-Time position.
- (d) If a full-time employee volunteers to work during the Club's shut-down period, he/she shall not have a health insurance contribution paid for by the Club, no daily Union fee will apply, and no pension contribution or culinary contribution will be made by the Club.

Section 43.

New employees are probationary employees and shall not acquire seniority until employed as a full-time employee for more than ninety (90) calendar days. Upon completion of the probationary period, seniority shall be date of hire as a full-time employee ;time worked as a Part Time employee will be used to calculate completion of probationary period.

Section 44.

Seniority rights terminate when an employee:

- (a) Quits or retires;
- (b) Is discharged for cause;
- (c) Fails to return to work from an approved leave of absence;
- (d) Is absent for three (3) consecutive scheduled day without notice, except when the employee is unable to give notice due to circumstances beyond control, in which case the employee shall give notice as soon as possible, but in any event within three (3) days.
- (e) Is laid off for a period equal to seniority or one (1) year from the date of layoff, whichever is the lesser period of time. Employees in a department of the Club working less than the full operating year shall maintain seniority from year to year equal to the number of consecutive years employed, provided they work at least ninety (90) days in each year unless laid off. Notwithstanding the foregoing, in the event the Club closes in whole or part for remodeling, renovation, repairs or similar purposes, seniority shall continue during the closed period, and the closed period shall not be considered as part of any layoff period for purposes of seniority expiration.

Section 45.

An employee who does not call or show on any given scheduled work day and who has not given notice within 3 days when he or she was unable to give notice immediately, shall be considered to have voluntarily abandoned his/her job.

Section 46.

Full-time employees will be given the first option to work during the Club's shut-down period for the occasional event that may be scheduled. A full-time employee cannot be forced to work during this time. Work is strictly voluntary. After all efforts are exhausted to retain full-time staff for the event, part-time staff can supplement the event needs for staff. No part-time employees shall be used where full-time employees are on layoff, except in cases of emergency or pursuant to section 33 or where the Club cannot contact laid-off employees in the same classification.

**ARTICLE 13 –
HEALTH – WELFARE – PENSION – Full-Time Employees**

Section 47. Culinary Plan 345, Full-time Employees During Their First 90 Days Of Employment

- (a) Effective January 1, 2019, the Club shall contribute \$2.48 per day for each day, or part thereof, worked or paid, for each full-time employee until such full time employee completes ninety (90) calendar days of employment at which time the full-time employee becomes eligible for contributions listed in Section 50 from and after such employee's first date of employment. Contributions will be made to UNITE HERE HEALTH.
Effective January 1, 2020 - \$2.24 per day worked or paid
Effective January 1, 2021 - \$2.24 per day worked or paid
- (b) Effective January 1, 2022, through the expiration of this agreement, the Employer agrees to contribute the contribution rates necessary, as determined by the Fund, to sustain benefits. The parties agree and understand that if the appropriate welfare contribution rates are not paid, the Trustees of the Fund may eliminate benefits to otherwise eligible participants and terminate the employer's participation pursuant to the Fund's Minimum Standards.
- (c) The Employer will not submit welfare contributions for employees classified as part-time, extra or seasonal.
- (d) The Employer will not submit welfare contributions for any month in which an employee has walked off the job, quit without notice, or been fired for cause.

Section 48. Culinary Plan 345, Full-time Employees

- (a) On the first day of the first full month, and beginning with that full month, following ninety (90) calendar days of employment as a full-time employee. Effective January 1, 2019, the Club will contribute \$49.69 per month, or part thereof worked or paid, for each full-time employee.

Effective January 1, 2020 - \$44.72 per month worked or paid
Effective January 1, 2021 - \$44.72 per month worked or paid
- (b) Effective January 1, 2022, through the expiration of this agreement, the Employer agrees to contribute the contribution rates necessary, as determined by the Fund, to sustain benefits. The parties agree and understand that if the appropriate welfare contribution rates are not paid, the Trustees of the Fund may eliminate benefits to otherwise eligible participants and terminate the employer's participation pursuant to the Fund's Minimum Standards.
- (c) The Employer will not submit welfare contributions for any month in which an employee has walked off the job, quit without notice, or been fired for cause.

Section 49. Health Maintenance Organizations

Effective May 1, 2017, or the date authorized by Blue Care Network,, in addition to the contributions set forth in Section 49, above, on the first day of the first full month following ninety (90) calendar days of employment as a full-time employee and beginning with that full month; PROVIDED: SUCH FULL-TIME EMPLOYEE IS NOT COVERED AS AN INDIVIDUAL OR A DEPENDENT ON A COMPARABLE PLAN FULLY PAID FOR BY ANOTHER EMPLOYER; the Club and employee will pay the premium contributions on the basis that has been established.

Section 50. Health Maintenance Organization Increases

- (a) The Club and employee shall split the payment of the applicable health insurance premium on an 83% Club and 17% employee basis.
- (b) Alternatively, either the Club or the Union may request of the other party, discussions regarding revision to the health care plan in an effort to reduce costs instead of, if there is agreement on the revised plan, the increases set forth in subsection (a) of this section. This section may be reopened at any time during the duration of this contract by either party to consider other plans.

Section 51. Full-time Employee, Monthly Culinary 345

Whether insured under health maintenance organization, or covered as an individual or a dependent upon a comparable plan, the Club will continue the monthly culinary contribution of \$49.69 and to such other amount as referred to in Section 49 above.

Section 52. Dependent Care

Should any full-time employee desire to cover as a dependent any person other than such employee, such full-time employee must do so at such full-time employee's individual expense.

Section 53. Section 125, Self-Payment Plan

The Club will maintain its "Section 125" plan to permit those employees who self-pay some or all insurance premiums (e.g., for spousal or family coverage, etc.) to do so with pre-tax funds rather than after-tax funds.

Section 54. Layoff Leave Quit or Discharge

- (a) Upon completion of one (1) year of employment as a full-time employee, and upon work or payment for two hundred (200) or more days from date of hire as a full-time employee, the Club will pay for one (1) month following layoff, the monthly contribution due for health maintenance organization coverage for such full-time employee as provided for in Sections 51 or 52 of this Article, and the one (1) month contribution to the Culinary Plan as provided in Section 50 of this Article. However, the Club may provide contributions, in

a non-discriminatory manner, in excess of those required by this part of this Section. Following layoff, health insurance will be continued pursuant to the Blue Care Network contract and applicable law, and the Club will pay its portion of the monthly premium for one month upon timely election of continuation coverage. (COBRA)

- (b) If a full-time employee is granted a medical leave of absence pursuant to Section 38 of the Agreement, the Club will contribute the monthly health maintenance organization contribution for such full-time employee as provided in the Family and Medical Leave Act.
- (c) If an employee is granted a personal leave of absence or military leave, pursuant to Sections 39 and 42, contributions by the Club will cease at the end of the month in which the leave was granted.
- (d) An eligible employee who quits or is discharged will not be entitled to any additional contributions as may be provided in this Section.

Section 55. Pension Program, Fund 545

- (a) Effective June 1, 2019, the club will contribute, in addition to the health and welfare contributions provided in this Article, \$24.13 per day, or part thereof, worked or paid for each bargaining unit employee classified as full-time to the Unite HERE National Retirement Fund, pursuant to an indenture of trust establishing such fund. Effective June 1, 2020 such contribution will increase to \$25.16 per day. Effective June 1, 2021, such contribution will increase to \$26.23 per day. Effective June 1, 2022, such contribution will increase to \$27.36 per day.
- (b) The employer will not submit pension contributions for employees classified as part-time, extra or seasonal.
- (c) The Employer will not submit pension contributions for any month in which an employee has walked off the job, quit without notice, or been fired for cause.

Section 56. Funds and Trustees

The Employer and the Union agree to be bound by the Agreement and Declaration of Trust (“Trust Agreement”) of the said Unite Here Health (“Fund”) as may, from time to time be amended, and they do hereby irrevocably designate as their respective representative on the Board of Trustees, such Trustees named in said Trust Agreement as Employer and Union Trustees, together with their successors selected as provided therein, and agree to abide and be bound by all procedures established and actions taken by the Trustees pursuant to said Trust Agreement. Any provision in this Agreement that is inconsistent with the Trust Agreement, or the Plan of Benefits, rules, or procedures established by the Trustees, shall be null and void.

The Employer agrees to contribute for each employee covered by this agreement the sums listed to the Fund for the purpose of providing health and welfare benefits under the UNITE HERE HEALTH Plan or such new, merged or consolidated plan as may be adopted by the Trustees. Said

contributions shall be submitted monthly, together with a report of the employee data required by the Fund, on the format prescribed by the Fund, no later than the fifteenth (15th) day of the month following the month for which contributions are to be made.

Section 57. Employee Data

The contributions provided in Sections 48, 49, and 57 shall be paid monthly, together with a report of employee data prescribed by the Trust Funds no later than the fifteenth (15th) day of the month following the month for which they are to be made. Said employee data shall include name, address, last four digits of the social security number, sex, date of birth, date of hire, days or weeks of employment, length of employment and such other information as the Trustees may determine necessary in order to comply with the record keeping requirements of ERISA and/or to properly provide welfare and pension benefits to participants.

Section 58. National Health Insurance

In the event a National Health Insurance Program becomes, law, it is not the intent of this Agreement to duplicate coverage, but to maintain at least the same level of benefits. Any cost of National Health Insurance to the employee up to the amount of the cost of this contractual benefit shall be assumed by the Club. It is understood that the Club shall not be obligated to contribute a total contribution toward the employees' designated obligation for the National Health insurance which is greater than the health and welfare contributions required under the terms of this Agreement.

ARTICLE 14 – GRIEVANCE PROCEDURE – NO STRIKE – NO LOCKOUT

Section 59.

Any dispute arising out of any of the provisions of this collective bargaining agreement, which an employee has not been able to adjust informally with supervision shall be heard in the following steps:

- Step 1: Between the aggrieved employee, the steward, and the Club's designated representative.
- Step 2: Between the aggrieved employee, the steward, a Union representative, and the Club's designated representative.
- Step 3: If the grievance has not been satisfactorily settled during Step 1 or Step 2, within fifteen (15) working days following the alleged occurrence being grieved, the grieving party must reduce the grievance to writing specifying the provisions of the collective bargaining agreement involved. Step 3 must be initiated by delivering the written grievance to the Club, not more that fifteen (15) working days after the employee becomes aware of the occurrence of such grievance shall be deemed to be without merit and barred from further consideration. Within fifteen (15) working

days following the delivery of the written grievance, the Club shall deliver a written response to the Union and the employee.

Step 4: If the grievance has not been settled in Step 3, the grievance may be referred to arbitration by the Union. Arbitration must be initiated by delivery of a written demand for arbitration to the Club within sixty (60) days of the Club's Step 3 written response. Following the written demand, a single arbitrator, whose decision shall be final and binding, shall be selected by mutual consent or in accordance with the policies, functions and procedures of the Federal Mediation and Conciliation Service of the Michigan Employment Relations Commission. The parties shall share the costs and fees of the arbitrator equally, and shall pay their own respective costs.

Section 60.

The time limits in Section 61 are material and may be waived only by written agreement in each individual grievance.

Section 61.

The arbitrator shall have no power to alter, amend, change, add or subtract from any of the terms of this Agreement, but shall determine only whether or not there has been a violation of this agreement.

Section 62.

The Union and the Club recognize the service nature of the Club business, and benefit to both the employees and the Club in rendering continuous and hospitable service to its members and their guests. Therefore, the Union agrees that it will not call, engage in, participate in, or sanction any strike, slow downs, stoppage of work, or picketing or any other interference with the conduct of the Club's business, for any reason whatsoever.

Section 63.

The Club agrees that it shall not lockout any employees for any reason whatsoever and agrees that discipline of any employee shall be for just cause.

ARTICLE 15 – MANAGEMENT'S RIGHTS

Section 64.

(a) The Union recognizes the undisputed right of the Club to operate and manage its business in all respects in accordance with its commitments and responsibilities to its members and their guests and to make and alter from time to time written rules and regulations to be

observed by employees, which written rules and regulations shall not be inconsistent with this Agreement. The Club shall provide each employee with a copy of its rules and with alterations when made.

- (b) Drug/alcohol testing. The Club shall have the right to direct an employee to be tested for unlawful drugs, and/or alcohol based upon reasonable suspicion that the employee is using of under the influence of such substances on the job or in the workplace, subject to the following conditions.
- (1) All testing shall be non-invasive and conducted by qualified professionals under conditions that ensure the employee's health, safety, privacy and dignity.
 - (2) All testing shall be done on paid time and, whenever possible, during the employee's normal work schedule.
 - (3) All testing shall be at the Club's expense.
 - (4) The employee is entitled to the presence of a union steward, during work time, on request.
 - (5) The results shall be provided to the employee by the tester at the same time they are provided to the employer.
 - (6) The testing process and resulting discipline shall be subject to the just cause standard and the grievance procedure, as is application of this section.
 - (7) The Club shall state the basis for its reasonable suspicion in writing, signed by two (2) managers, in advance of directing testing, and shall supply the writing to a union steward at the time the employee is directed for testing.

ARTICLE 16 – MEALS – SHIFT DIFFERENTIAL – LOCKER ROOM

Section 65.

The Club shall furnish one (1) meal for each meal shift worked. The meals are to be eaten on Club time when employees are not busy and at such time as not to interfere with the efficient operation of the Club. Time for meals shall not exceed one-half (1/2) hour for each meal. The station of an employee during their meal period shall be covered by another employee whenever necessary. If no other employee is available to cover the station for an employee while eating, such employee shall return to the station to take care of any service that is necessary.

Section 66.

The Club shall provide sanitary dressing rooms for all employees and shall provide lockers with

locks, the first key to be furnished free of charge for full-time employees. The Club shall be responsible for any losses sustained by full-time employees because of the Club's failure to comply with this provision. No locker inspection shall be held without the employee or the shop steward or designee accompanied by the manager or designee. All other employees shall have a designated area for their personal belongings.

ARTICLE 17 – UNIFORMS

Section 67.

The regulation uniform for servers and bartenders will be determined by management. The uniform will regularly consist of black tuxedo pants, a collared dress shirt, a black tie and black apron (or vest or jacket, if occasion warrants).

Section 68.

The Club shall furnish and launder kitchen uniforms. Uniforms shall be laundered at the Club's expense.

ARTICLE 18 – EMPLOYEE/UNION RIGHTS

Section 69.

No employee shall be discriminated against, disciplined or discharged for efforts to enforce this agreement or for Union activity.

Section 70.

The Club shall post a list of doctors and hospitals in the area for employees who may sustain injury while on the job.

Section 71.

No Union meeting shall take place on the Club premises or on Club time without the consent of the Club. This shall not preclude the visitation by a Union representative with individual Union employees, provided the representative announces his or her presence to management at the time of arrival.

Section 72.

The Club agrees that there will be no discrimination against an employee carrying out the duties of shop steward. The Union agrees that a shop steward's duties are the presentation of grievances

for members working at the Club. Such activity may be conducted during working hours if necessary, but shop stewards will not interfere with the operation of the Club's business. Work time spent in such activities by stewards will be held to the absolute minimum.

Section 73.

Union officers and stewards shall be allowed to attend Union meetings, without pay, upon written notification to the Club not less than one (1) week in advance of the meeting date.

Section 74.

Duly elected delegates to Union conventions or assemblies shall be excused from work, without pay, for the purpose of attending such convention or assembly without any loss of rights or privileges, upon not less than thirty (30) days' advance notification for such convention. Time off for local conventions shall not exceed seven (7) calendar days and time off for International conventions shall not exceed fifteen (15) calendar days.

Section 75.

The Club shall provide a designated area for Union information to employees in an area accessible to them.

Section 76.

Any employee injured on the job sent from the Club for medical attention shall be paid for the balance of the scheduled shift on that day.

**ARTICLE 19 –
SAVING PROVISION**

Section 77.

If any provision of this agreement shall be deemed invalid by reason of any applicable law or be held invalid by any court or agency, the remaining portions shall continue in full force and effect.

**ARTICLE 20 –
JURY DUTY – FULL-TIME EMPLOYEES**

Section 78.

A full-time employee must have been employed for one (1) year and have worked at least two hundred (200) days before becoming eligible for jury duty pay. A day paid is considered a day worked.

An eligible full-time employee summoned and reporting for jury duty shall be paid an amount equal to the difference between the amount of straight time wages the employee otherwise would have earned by working on that day and the daily jury duty fee paid by the court, excluding travel allowances or reimbursement of expenses. The Club's obligation to pay an employee for jury duty is limited to a maximum of thirty (30) days in any year. In order to receive payment, the employee must give the Club prior notice and must furnish evidence that jury duty was performed.

ARTICLE 21 – BEREAVEMENT LEAVE – FULL-TIME EMPLOYEES

Section 79.

- (a) A full-time employee must have been employed for one (1) year and have worked at least two hundred (200) days before becoming eligible for bereavement leave. A day paid is considered a day worked.

If a full-time employee's father, mother, sister, brother, son, daughter, current spouse, grandparent, legal guardian, or child or parent of current spouse dies, a bereavement leave of not more than three (3) consecutive regularly scheduled work days with pay shall be granted for purposes of attending the funeral. In the event the funeral is two hundred (200) miles or more from the Club, a full-time employee attending the funeral shall be granted five (5) consecutive regularly scheduled work days with pay for purposes of attending the funeral. For tipped or fixed gratuity employees, bereavement pay shall be base daily pay plus one hundred percent (100%) of base daily pay per day of leave.

ARTICLE 22 – FAIR TREATMENT

Section 80.

If BHCC believes that Local 24 has negotiated with a similarly-situated Club, an agreement more favorable to that employer than this BHCC Agreement, BHCC may so notify Local 24 within a reasonable time and the parties will, upon BHCC's request, meet to discuss the BHCC employers' interest in conforming this BHCC Agreement to the other Club's agreement, provided that this BHCC Agreement shall remain in full force unless and until the parties agree otherwise.

ARTICLE 23 – TERM OF AGREEMENT

Section 81.

This Agreement is effective March 1, 2019 and continues through February 28, 2022 and from year to year thereafter, unless either party serves notice in writing by certified mail on the other

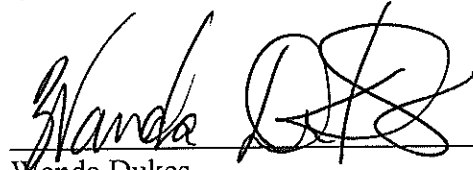
party not more than ninety (90) calendar days, nor less than sixty (60) calendar days prior to February 28, 2019 or any subsequent anniversary date. Upon giving notice, this Agreement shall terminate February 28, 2022 or subsequent anniversary.

**ARTICLE 24 –
PART-TIME AND B LIST EMPLOYEE WAGES**

Section 82.

Part-time and B List employees shall be paid the hourly rate set forth on the following wage schedules for his or her classification, and employees shall be scheduled for a minimum of four (4) hours.

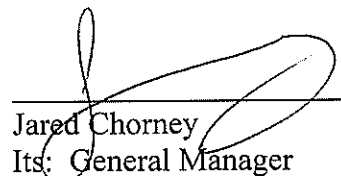
**UNITEHERE! LOCAL 24, AFL-CIO
CLUB**



Wanda Dukes
Its: Business Representative

Dated: 11/26/19

BLOOMFIELD HILLS COUNTRY



Jared Chorney
Its: General Manager

Dated: 11/21/19

**SCHEDULE A –
KITCHEN EMPLOYEES**

Sous Chef – wage or salary rates to be negotiated individually, with verification to be submitted to the Union. In other respects, this Agreement applies, except as modified by Section 17.

| +\$0.55 | 7/9/19 | 3/1/20 | 3/1/21 |
|-------------------------------------|--------|--------|--------|
| | Hourly | Hourly | Hourly |
| Lead Cook | 16.45 | 17.00 | 17.55 |
| Baker | 16.45 | 17.00 | 17.55 |
| 2nd Cook | 16.15 | 16.70 | 17.25 |
| Cook | 16.02 | 16.57 | 17.12 |
| Veg/Starch/Pantry | 15.30 | 15.85 | 16.40 |
| Utility Worker/Expeditor | 15.02 | 15.57 | 16.12 |

Utility Workers includes Silver polishers, Pot washers, Dishwashers, Runners, Garbage Men, Glass washers, Kitchen Persons, Ice Persons, Coffee Makers, Vegetable Preparers, and General Kitchen Cleaning.

A full-time, eight (8) hour non-tipped employee when scheduled in conformity with Section 5(d), will receive the fifty cents (\$.50) per hour premium in addition to all other compensation and benefits earned.

The differential in wage increases for anyone over scale on this Schedule as of the date of this contract would be maintained.

NEW HIRES

Those employees hired on or after March 1, 2008 shall be paid as follows:

- Upon hire – Eighty percent (80%) of their schedule rate
- Upon completion of probation – Eighty-five percent (85%) of their schedule rate
- After one (1) year of employment – Ninety percent (90%) of their schedule rate
- After two (2) years of employment – Ninety-five percent (95%) of their schedule rate
- After three (3) years of employment – One hundred percent (100%) of their schedule rate

**SCHEDULE B –
FULL-TIME BARTENDERS – SIX-HOUR MINIMUMS
PART-TIME AND B LIST EMPLOYEES, FOUR HOUR MINIMUMS**

| + \$0.30 | 7/9/19 | 3/1/20 | 3/1/21 |
|---|-----------------------------|--------|---------|
| | Hourly | Hourly | Hourly |
| | | | |
| Bartender | 14.52 | 14.82 | \$15.12 |
| Bartender – B List | 14.77 | 15.07 | \$15.37 |
| Dual Tipped / Non-Tipped Bartender | See contract language below | | |

*Combo tipped/non-tipped because of getting a share of tip pool equal to 50% of server's share when working on a shift that has a party - \$.30 increase per year.

OTHER SPECIFIC WORKING CONDITIONS

In the event tips or gratuity are added to bar checks by members or their guests at the time of service and are billed to the member or guest when only bartenders are involved in service, said tip or gratuity shall be given to the bartender, but this shall not apply to service charges subsequently added by the Club, which charges shall not be construed as a tip or gratuity in accordance with the terms of this provision.

Full-time Schedule B employees may be scheduled for less than six (6) hours pursuant to Section 5(c) and 5(d) only.

A full-time, six (6) hour bar employee when scheduled in conformity with Section 5(d) will receive the fifty cents (\$.50) per hour premium in addition to all other compensation and benefits earned.

The differential in wage increases for anyone over scale on this Schedule as of the date of this contract would be maintained.

NEW HIRES

Those employees hired on or after March 1, 2008 shall be paid as follows:

- Upon hire – Eighty percent (80%) of their schedule rate
- Upon completion of probation – Eighty-five percent (85%) of their schedule rate
- After one (1) year of employment – Ninety percent (90%) of their schedule rate
- After two (2) years of employment – Ninety-five percent (95%) of their schedule rate
- After three (3) years of employment – One hundred percent (100%) of their schedule rate

**SCHEDULE C –
STAFF PERSONNEL**

| | | | |
|--------------------------------|---------------|---------------|---------------|
| + \$0.55 | 7/9/19 | 3/1/20 | 3/1/21 |
| | Hourly | Hourly | Hourly |
| Housekeeper, Houseman | 15.09 | 15.64 | \$16.19 |
| Laundry Worker | 14.84 | 15.39 | \$15.94 |
| Locker Room, Non-Tipped | 14.84 | 15.39 | \$15.94 |
| Locker Room, Tipped | 7.95 | 8.50 | \$9.05 |

OTHER SPECIFIC WORKING CONDITIONS

A full-time, eight (8) hour non-tipped employee when scheduled in conformity with Section 5(d), will receive the fifty cents (\$.50) per hour premium in addition to all other compensation and benefits earned.

The differential in wage increases for anyone over scale on this Schedule as of the date of this contract would be maintained.

NEW HIRES

Those employees hired on or after March 1, 2008 shall be paid as follows:

Upon hire – Eighty percent (80%) of their schedule rate

Upon completion of probation – Eighty-five percent (85%) of their schedule rate

After one (1) year of employment – Ninety percent (90%) of their schedule rate

After two (2) years of employment – Ninety-five percent (95%) of their schedule rate

After three (3) years of employment – One hundred percent (100%) of their schedule rate

**SCHEDULE D –
WAIT STAFF AND BANQUET PERSONNEL
(OPEN GRATUITY)**

| + \$0.10 | 7/9/19 | 3/1/20 | 3/1/21 |
|--|--------|--------|--------|
| | Hourly | Hourly | Hourly |
| Servers, Full-Time | 5.91 | 6.01 | 6.11 |
| Servers, Part-Time, Minimum 4 hours | 6.41 | 6.51 | 6.61 |
| Bus Person | 8.20 | 8.30 | 8.40 |
| Bus Person, 4 hours or less | 8.20 | 8.30 | 8.40 |

New hires (servers and bus persons) will be paid as shown in the New Hire schedule below.

A B-List employee shall be paid the hourly rate for his or her classification, with the exception of New Hires, which will be paid in accordance with the New Hire schedule below.

The differential in wage increases for anyone over scale on this Schedule as of the date of this contract would be maintained.

The full amount of tips on all banquet checks of servers shall be distributed as follows:

86.5% to Servers

10% to Captains, Host Persons

3.5% to Bus Persons

If no Bus Help is on the Club premises or not required to perform any normal busing duties connected with food service, the 3.5% gratuity will revert to the servers.

The Union has the right to examine documentation and to determine if distribution of all tips is made in accordance with the foregoing division.

NEW HIRES

All servers and bus persons hired on or after March 1, 2008 will be paid according to the following schedule:

NEW HIRES

| +\$0.10 | 7/9/19 | 3/1/20 | 3/1/21 |
|--|---------------|---------------|---------------|
| | Hourly | Hourly | Hourly |
| Servers, Full-Time | \$5.01 | \$5.11 | \$5.21 |
| Servers, Part Time, Minimum 4 hours | \$5.51 | \$5.61 | \$5.71 |
| Bus Person | \$8.10 | \$8.20 | \$8.30 |
| Bus Person, 4 hours or less | \$8.10 | \$8.20 | \$8.30 |

A new hire B-List server or bus person will be paid according to the above schedule.

Gratuities will be distributed according to the same distribution as for non-new hires: 86.5% to Servers, 10% to Captains, Host Persons, 3.5% to Bus Persons.

OTHER SPECIFIC WORKING CONDITIONS

Dining room employees shall be permitted to work split shifts.

Dining Room employees who work split shifts shall receive \$1.50 per day additional.

Full-time, eight (8) hour employees may be scheduled for shifts of less than eight (8) hours only in conformity with Section 5 (c) and 5 (d).

Management shall make every reasonable effort to staff banquets as follows:

1 server per 20 guests – Breakfast and Lunch

1 server per 16 guests – Dinner and Supper functions

If banquet servers serve more than 20 guests for breakfast or lunch, or more than 16 guests at dinner or supper parties, they shall be paid a premium of \$.50 per hour for all hours worked during that shift.

If servers serve in excess of 35 guests for banquet buffets exclusive of Club functions, they shall be paid a premium of \$.50 per hour for all hours worked during that shift.

A newly hired server assigned to “shadow” an experienced server for training purposes will not participate in the gratuity pool and will be paid minimum wage per hour. A newly hired server may be in this “shadow” training for up to two weeks.