

Collective Bargaining Agreement

Between

DETROIT YACHT CLUB

And

UNITE HERE! UNION,

LOCAL 24

Effective October 1, 2018 through September 30, 2021

TABLE OF CONTENTS

		Page
Article 1	Recognition – Union Membership – Employee Hiring	1
Article 2	Check-Off of Union Dues	1
Article 3	Work Week – Hours of Work – Designation of 6 th and 7 th Days – Reporting for Work – Definitions of Full-Time, Part Time, Club List, Line Up and Seasonal Employees	2
Article 4	Merit Increases – Schedule of Wage Rates and Specific Working Conditions	4
Article 5	Overtime Provisions	4
Article 6	New Year's Eve Overtime Provisions – All Employees	5
Article 7	Eligibility	5
Article 8	Vacation – Full-Time Employees	5
Article 9	Holidays	6
Article 10	Paid Personal Absence Days – Full-Time Employees	6
Article 11	Leave of Absence – Full-Time Employees	7
Article 12	Seniority – Full-Time Employees	8
Article 13	Health – Welfare – Pension Program	9
Article 14	Grievance Procedure – No Strike – No Lockout	11
Article 15	Management's Rights	12
Article 16	Meals – Shift Differential – Locker Room	13
Article 17	Uniforms	13
Article 18	Employee/Union Rights	14
Article 19	Saving Provision	15
Article 20	Jury – Full-Time Employees	15
Article 21	Bereavement Leave – Full-Time Employees	15
Article 22	General	15
Article 23	UNITE HERE! TIP Campaign Committee	16
Article 24	Term of Agreement	16
Exhibit A	Wage Increases	17

Schedule A	Full Time Kitchen Employees – Wage Rates – Specific Working Conditions	17
Schedule B	Bartenders/Bar Persons – Wage Rates – Specific Working Conditions – Hourly	17
Schedule C	Housekeeping Employees – Wage Rates – Specific Working Conditions – Hourly	18
Schedule D	Dining Room Servers – Wage Rates – Specific Working Conditions – Hourly	19
Schedule E	Banquet Employees – Wage Rates – Specific Working Conditions – Hourly	20
Schedule F	Other Staff – Wage Rates – Specific Working Conditions –Hourly	21
	Rates for Part-Time Employees	21
Schedule A-1	Kitchen Employees Wage –Specific Working Conditions – Hourly	21
Schedule B-1	Bartender/Bar Persons Wage Rates – Specific Working Conditions – Hourly	22
Schedule C-1	Housekeeping Employees Wage Rates – Specific Working Conditions – Hourly	22
Schedule D-1	Dining Room Servers Wage Rates – Specific Working Conditions – Hourly	22
Schedule E-1	Banquet Employees Wage Rates – Specific Working Conditions – Hourly	22
Schedule F	Other Staff Wage Rates – Specific Working Conditions – Hourly	22
	Letter of Understanding – Flat Rate Payments	23
	Letter of Understanding – Exhibit “B” Labor Management Cooperation	24
	Letter of Understanding – Parking Initiative	25
	Letter of Understanding – Attendance Policy	26

AGREEMENT

This Agreement, made as of the ___ day of _____, 2019 between the Detroit Yacht Club, (the "Club") located at Belle Isle, Detroit, Michigan, 48207 and Unite Here! Union, Local 24 (The "Union").

ARTICLE 1 RECOGNITION- UNION MEMBERSHIP EMPLOYMENT HIRING

1.1 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-F" attached and made a part of the Agreement, excluding all other employees except those who's classifications are mutually agreed upon as in the jurisdiction of the Union.

1.2 (a) All employees shall have the choice to remain members in good standing of the Union by tendering to the Union the initiation fees and periodic dues to the Union that are the obligation of members.

(b) Newly hired employees shall have the choice to become and remain members in good standing of the Union by tendering to the Union the initiation fees and periodic dues to the Union that are the obligation of members.

(c) No provisions of this article shall prohibit employees to become members of the Union prior to the 31st calendar day of employment.

(d) The Union agrees to save and hold harmless the club from any damages or other financial loss which the club may be required to pay or suffer as a consequence of enforcing the above provisions of this section and also Section 2.1.

1.3 Extra 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 ("Extra" 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. An extra employee shall be any employee who is not considered a regular banquet employee. Extra employees shall not accumulate or maintain seniority. However, in creating the extra list, the Club shall give preference to former employees whom it has utilized in staffing banquet functions, and in scheduling the extra employees, the Club shall base its actions 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 a function any such employee. Extra employees 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.

ARTICLE 2 CHECK-OFF OF UNION DUES

2.1 (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) 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 language currently in effect in this section and article.

(c) The Detroit Yacht Club will provide on a quarterly basis, an employer roster including: Name, Address, Full Social Security Number, Telephone Number, House Seniority Date, Full-Time or Part-Time Status electronically to the Union.

ARTICLE 3
**WORK WEEK-HOURS OF WORK-DESIGNATION OF 6TH AND 7TH DAYS-REPORTING FOR WORK-
DEFINITION OF FULL-TIME, PART TIME, CLUB LIST, LINE UP AND SEASONAL EMPLOYEES**

3.1 (a) Eight (8) hours of work shall constitute a normal work day and five (5) days shall constitute a normal work week for full-time employees, as hereafter defined. This shall not be construed as a guarantee of a minimum or maximum number of hours or days of work.

(b) The Club will use its best efforts to maintain full time employees' regular work schedule and days off and to maintain a five (5) day work week but this is not a guarantee and provided the Club may utilize full time employees for shifts less than eight (8) hours, but not less than four (4) hours. The Club will not schedule two four (4) hours employees when the work can be done by one eight (8) hour employee.

(c) Eight (8) hour part-time employees may be used not less than four (4) hours at any time, at hourly rates.

(d) Part-time and extra employees will be used to supplement, not to displace full-time employees. Extra employees will be used to supplement and not displace part-time employees. The priority of work shall be first to full-time employees, then to part-time employees, and then to extra employees. Part-time, extra and seasonal employees will not be scheduled for work when full-time employees are on layoff or are otherwise available for straight time work. Extra and seasonal employees will not be scheduled for work when part-time employees are on layoff or are otherwise available for work. No two eight-hour employees will be scheduled on shifts of less than eight (8) hours to cover eight (8) hours of available work on one day.

(e) Full-time banquet servers and full-time banquet bartenders shall be entitled to maximize their straight time work hours by seniority, for available banquet work. Full-time banquet servers may be required to work, by inverse seniority, for available banquet work. Part-time, extra employees shall be used to supplement, and not displace, full-time banquet servers. Other Club employees may be used for banquet service only when full-time banquet servers are also working or are unavailable.

(f) Banquet employees shall be paid at time-and-one-half their regular rates for all hours worked over eight (8) in a day or forty (40) hours worked in a week, provided that there shall be no pyramiding of overtime premiums. Banquet employees shall not be entitled to designate 6th day premium pay under Section 5.2.

(g) Any extra employee who works greater than one thousand (1000) hours in the previous calendar year will be considered a part-time employee for the following calendar year. This employee will be subject to Section 12.5 of the Agreement.

3.2 The Club will use its best efforts to maintain full time employees regular work schedules and days off, and to maintain the staff's five (5) day workweek but this is not a guarantee. The Club has the right to work employees a sixth (6th) day at straight time as long as the Club posts the changes on their schedule in accordance with this Agreement. When schedule changes are needed to accommodate member business, the Club will use its best efforts to follow seniority of those qualified to work the function, but retains the right to work the staff without regard to seniority should no employee volunteer to work.

Functions that are booked after the schedule is posted, and that require employees to work their 6th day will be paid at a rate of time and one-half (1 ½) times their regular pay rate.

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

3.5 An employee reporting for work shall be paid for four (4) hours even if the Club sends the employee home due to shortage of work. This provision shall not apply in case of an emergency caused by fire, food, riot, civil commotion, snow emergency or acts of God. An employee reporting for work during an emergency shall be paid for all hours actually worked and not less than four (4) hours. However, if the employee was contacted at his or her residence of record, or by cellphone, at least two (2) hours prior to his or her shift start time and advised not to report for work, the minimum pay provision shall not apply.

3.6 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.

3.7 Effective February 1, 2016, a full-time employee is one who regularly works thirty-two (32) hours or more per week averaged over forty-two (42) rolling weeks, excluding the weeks the Club is closed. When calculating the average, the Club will also exclude the weeks when the employee did not work thirty-two (32) hours due to lack of available work, rather they will use the weeks when work was available preceding the forty-second (42nd) week, but up to a total of forty-two (42) weeks of available work. (For example, an employee has averaged 32 hours per week in weeks 1–30, and 36–42, but in weeks 31–32 the Club was closed and in weeks 33–35 the Club did not have 32 hours of work per week. When calculating the average, the Club will use weeks 1–30, 36–42, skipping weeks 31–35, but adding weeks 43–47). For purposes of this section, paid time off constitutes hours worked.

3.8 (a) A part-time employee is one who is regularly scheduled to work less than thirty-two (32) hours per week, or who is an employee hired as part-time because no full-time positions are currently available and agrees to part-time status. Part-time employees are paid at the part-time rate.

(b) A seasonal employee is one who is hired to work for the summer season running from approximately May 15 through September 15. A seasonal employee shall be hired to supplement and not replace full-time and part-time employees. Seasonal employees are not covered by the terms of this collective bargaining agreement. The Union security provision of this collective bargaining agreement shall not be applicable to seasonal employees, but seasonal employees shall pay a permit fee to the Union for each day worked.

(c) An extra employee is that employee who works at the Club pursuant to Section 1.3 of this Agreement.

(d) Part-time employees shall have priority for full-time positions for which they are qualified as long as they have notified management in writing of their desire to become full-time and management has determined there is a full-time position to be filled.

(e) The Club will maximize work assignments for full-time employees up to the five-day work week and shall give full-time employees priority for additional available straight time work (outings, special functions, etc.) by seniority. Part-time and extra employees will be used to supplement, not to displace, full-time employees. Priority for available work shall be as follows: to full-time employees first, then to part-time employees, then to extra employees. Extra employees will not be scheduled for work when full-time employees are on layoff or when full-time or part-time employees are otherwise available for work. Extra employees will not be scheduled for work when part-time employees are on layoff. Part-time employees shall have priority for available full-time positions for which they have notified management in writing of their desire to become full-time.

3.9 An existing full-time employee who voluntarily turns down available work, resulting in working less than thirty-two (32) hours per week, for six (6) weeks or more over a period for twenty-four (24) consecutive weeks, will revert to a part-time status and shall no longer be eligible for full-time benefits unless and until said employee earns full-time status again, as described in Section 3.6. A full-time employee who becomes a part-time employee under this provision shall have his/her seniority frozen and shall retain that seniority. If and when the employee again becomes a full-time employee, he/she shall have an adjusted seniority ranking to incorporate the frozen seniority credit.

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

4.1 Wages may be raised by the Club for demonstrated superior knowledge and ability.

4.2 The list of the job classification in the attached schedules does not mean or require that the Club must hire employees in each classification.

4.3 An employee who works more than one (1) hour during a shift in a higher rates job classification shall be paid at the higher rate for all hours worked in that classification.

4.4 An employee can work in a lower rated job classification, provided the employee is paid the higher rate.

4.5 An employee receiving a higher wage rate, within the same job classification, than the rate in this Agreement, shall have that differential maintained as long as the employee occupies the same job classification or for the duration of this Agreement, whichever is lesser.

4.6 The Club shall continue rotation of the server closing responsibility, provided that no server may be required to close if there are fewer than eight (8) hours between the closing and that server's next scheduled shift. This provision shall not apply if the entire group of servers is required to stay.

4.7 No provision of this Agreement shall be used to deprive a current employee of fringe benefits or working conditions in excess of those set forth in this Agreement, provided the benefit or working condition is in writing and a copy is mailed to the Union.

4.8 Work schedules for full-time employees shall be posted weekly in advance of the work week.

4.9 Employees may make wage assignments to the credit union designated by the Union.

ARTICLE 5
OVERTIME PROVISIONS

5.1 Time and one half (1-1/2) shall be paid for all hours worked in excess of eight (8) hours in any one (1) day; provided the employee works all scheduled hours during the work week.

5.2 A full-time employee who works a regularly scheduled day off shall be paid time and one-half for work performed on the sixth (6th) day and double (2) time for work performed on the seventh (7th) day, after the employee has worked forty (40) hours of straight time hours.

5.3 A full-time employee absent from work during a work week, except for on an approved vacation, or with written permission of the Club for the specific day(s), must make up lost straight time before receiving premium pay.

5.4 The Club has the right to require employees to work a sixth (6th) or seventh (7th) day and/or to work more than eight (8) hours in any one day. The Club will first request, by seniority, full-time employees to volunteer to work a designated sixth (6th) and/or seventh (7th) day, or more than eight (8) hours in any one day. If there are insufficient volunteers, the Club shall have the right to require the least senior employee(s) to perform the work.

ARTICLE 6
NEW YEAR'S EVE OVERTIME PROVISIONS
ALL EMPLOYEES

6.1 Employees will be paid time and one-half (1-1/2) for hours worked on New Year's Eve between 6:00 p.m. and 12:00 midnight, and double (2) time for hours worked after 12:00 midnight.

6.2 The Club agrees that it will discontinue offering a New Year's Eve breakfast after 4:00 a.m.

ARTICLE 7
ELIGIBILITY

7.1 To be eligible for vacation, paid personal absence days, bereavement leave, health care coverage under Section 13.2 and payment of health care coverage for one (1) month following layoff, a full-time employee must work one thousand six hundred (1,600) hours exclusive of overtime in either the present or immediate past year.

7.2 For benefits set forth in Section 7.1 above, a full-time employee must have worked one thousand six hundred (1,600) hours of straight time in the present or immediate past anniversary year and have reached the first or subsequent consecutive anniversary date. The anniversary date is the most recent date of hire. Full-time employees working less than one thousand six hundred (1,600) hours of straight time in any one year shall have their benefits pro-rated on the basis of straight time hours worked divided by one thousand six hundred (1,600).

ARTICLE 8
VACATIONS-FULL-TIME EMPLOYEES

8.1 (a) The Club will grant vacations with pay upon compliance with Article 7:

1 Year-1 Week
2-8 Years – 2 Weeks
9-18 Years -3 Weeks
19-23 Years-4 Weeks
24 or more Years-5 Weeks as of February 1, 2018

(b) Vacation pay is computed on the number of straight time hours worked during the anniversary year divided by 1,600. The product shall not exceed one (1) and the product multiplied by the above. This shall produce the number of days for which vacation pay is given and is computed at the current straight time hourly rate for each week or fraction thereof of vacation to which the employee is entitled. For tipped or fixed gratuity employees, vacation pay shall be the base weekly pay plus eighty (80%) percent of base weekly pay.

(c) An employee who quits, or is discharged, laid off, after working forty (40) or more days within the current year shall receive pro-rata vacation pay based on the formula shown in (b) above, provided the employee gives two (2) weeks written notice of the intention to quit and is not discharged for proven dishonesty, insubordination, substance abuse or assault.

8.2 Vacation requests shall be addressed first come, first served, provided that competing requests shall be resolved by seniority. Employees granted permission to take vacations during operational periods shall receive vacation pay at the time vacation is taken. Permission shall not be unreasonably denied. All

other earned vacation payments for each calendar year shall be made when the club closes and shall be paid on weekly basis. A week in which an individual is so paid shall disqualify that individual from unemployment compensation. At an employee's request, full vacation pay shall be paid in advance for one or multiple weeks as long as the vacation has been approved by the Club, the employee actually takes the vacation and the employee has earned those vacation pay weeks, and shall be capped at a maximum of two weeks. Vacations may not be carried over from one year to the next.

ARTICLE 9
Holidays

9.1 Full-Time and employees shall be paid straight time for the following holidays if not worked and double (2) time for all hours worked:

Memorial Day	Christmas Day
Independence Day	
Labor Day	New Year's Day
Thanksgiving Day	Employee's Birthday
Martin Luther King's Birthday	Easter

9.2 If a full-time employee works a sixth (6th) or seventh (7th) consecutive day and that day falls on a designated holiday, the employee shall be paid two and one-half (2-1/2) times the straight time hourly rate for all hours worked, provided the employee works thirty-two (32) straight time hours.

9.3 To be eligible for holiday pay, a full-time employee must work the last scheduled full work day preceding and the first scheduled full work day following the holiday unless excused by the Club.

9.4 A full-time employee shall not be eligible for holiday pay until the probationary period is completed.

9.5 A full-time employee laid off by the Club shall be paid for a holiday if it occurs within fifteen (15) calendar days of layoff; provided that a full-time employee shall not be denied birthday holiday pay based upon this fifteen (15) day limit. The employee shall be responsible to notify the Club of his or her birthday, prior to its occurrence, in order to receive the payment.

9.6 If a holiday falls during a period of vacation, the employee shall not be charged a vacation day for the holiday.

9.7 If a full-time employee fails to work a scheduled holiday, pay for that day is forfeited, unless the employee is excused in writing by the Club's General Manager or his designee.

9.8 Non-tipped or non-gratuity extras shall be paid time and one-half (1-1/2) the extra rate for working on a holiday.

ARTICLE 10
PAID PERSONAL ABSENCE DAYS – FULL-TIME EMPLOYEES

10.1 The Club will grant paid person absence days upon compliance with Article 7:

- A. Employees hired prior to May 1, 1988, shall be entitled to:
 - (a) One year 3 days
 - (b) Two or more years 7 days

- B. Employees hired on or after May 1, 1988, shall be entitled to:
 - (a) One year 2 days
 - (b) Two or more years 6 days

- C. Employees hired on or after February 1, 2016 shall be entitled to:
 - (a) Two years 2 days
 - (b) Three years 3 days
 - (c) Four years 5 days

10.2 Employees shall request each paid personal day at least one (1) week before taking a paid personal absence day, unless unable to do so because of proven illness, disability, or emergency. The Club will honor each such request so long as it does not adversely affect the Club's business. In no case, shall Paid Personal Days be taken consecutively.

10.3 If a full-time employee does not use the personal absence days in a year, 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 workweek taken.

10.4 An employee who quits or is laid off after qualifying under Section 10.1(A) above, will be paid one (1) day for every five hundred twenty-eight (528) straight time hours worked.

10.5 An employee who quits having given one (1) week's notice, or is laid off after qualifying under Section 10.1(B) above, will be paid one (1) day for every two hundred sixty-four (264) straight time hours worked.

10.6 An employee who quits without giving two (2) weeks' written notice, or who is discharged for just cause shall not be entitled to any unused personal absence or accrued vacation days.

ARTICLE 11
LEAVES OF ABSENCE – FULL-TIME EMPLOYEES

11.1 (a) Medical. When medical evidence is presented and leave is required, leaves of absence without pay for reasonable periods of time not to exceed the lesser of six (6) months or the employee's seniority, may be granted by the Club for reasons of bona fide illness or disability, including but not limited to pregnancy. Such leaves shall not affect employee's seniority rights. When medical evidence is presented and additional leave is required, seniority will accrue for the time taken not to exceed an additional three (3) months.

11.2 (b) FMLA Leave. An employee eligible for leave under the Family and Medical Leave Act shall take that leave as a part of a medical leave taken under this Section beginning on the date that the employee qualifies for FMLA leave, so that available FMLA leave and leave under this Section run concurrently.

The Club is subject to the provisions of the Family Medical Leave Act (FMLA). No provision of this Agreement is to be construed in any way to encourage, promote or compel a violation of the FMLA. The parties hereto acknowledge that pursuant to the NYC's commitment to comply with the FMLA, it might be necessary for Management to resolve issues under the FMLA. Every effort will be made to abide by the terms of this Agreement in a manner consistent with the FMLA.

11.3 Personal. Personal leaves of absence without pay, not to exceed, two (2) months, may be granted by the Club.

11.4 An employee who has vacation accrued at the time of leave may elect to include such vacation in the time off; however, the use of vacation time may not be used to extend the time limits set forth in Section 11.2 Medical/FMLA or Section 11.3 Personal Leave of Absence of this Agreement.

11.5 (a) All leaves and extensions must be applied for in writing, signed by the Club and the employee, and a copy sent to the Union. Approved personal or medical leave of absence shall not affect the employee's seniority rights during the period of the approved leave of absence. After returning from a leave of absence, an employee must work one thousand six hundred (1,600) straight time hours before

being eligible for his/her next personal leave of absence, except under unusual circumstances and with the written permission of the Club's Manager.

(b) Union Leave: (1) Union business leave may be granted up to one (1) year. Extension shall not be unreasonably denied; (2) Employees elected or appointed to full-time salaried Union office shall be granted a leave of absence for the period of the term; (3) Time spent on Union leave will be considered time worked for purposes seniority and benefit accruals, to the extent consistent with State and Federal law.

ARTICLE 12

SENIORITY – FULL-TIME EMPLOYEES

12.1 (a) The Club recognizes seniority in job classifications for full time employees as the most recent period of employment with the Club. Employees shall be demoted, laid-off and recalled to work on the basis of their seniority, provided the employee is qualified for the job classification. The Club agrees to consider seniority as a factor when filling a vacancy in a job classification represented by the Union. Permanent vacancies to be filled by promotion under this section shall be posted for seven (7) calendar days in locations to which employees have regular access. The Club may fill the vacancy temporarily during the transfer period.

(b) The Union recognizes the 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.

(c) An employee transferred or promoted to a new job classification shall serve a ninety (90) day probationary period. Upon satisfactory completion of the probationary period, the employee shall accumulate seniority in the new classification from the date of transfer. The employee may return to his or her former position at any time during the ninety (90) day probationary period.

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

(e) Employees who transfer to a non-bargaining unit position shall continue to accrue seniority for one (1) year, but may return to the bargaining unit during that year only if openings are available, except that the transferee may return to his/her bargaining unit position during the first ninety (90) days after transfer.

12.2 New employees are probationary employees and shall not acquire seniority until employed as a full-time employee for ninety (90) calendar days. Upon completion of the probationary period, seniority shall be date of the most recent hire.

12.3 Seniority rights terminate when an employee:

- (a) Quits or retires
- (b) Is discharged for a cause
- (c) Fails to return to work within one (1) day of the expiration of an approved leave of absence;

- (d) Is absent for three (3) consecutive scheduled days 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
- (e) Is laid off or not working because of injury or illness for a period equal to seniority or one (1) year from the date of layoff, or not working 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 four hundred eighty (480) straight time hours in each year unless laid off.

12.4 Extra employees or part-time employee shall not be used where full-time employees are on layoff, except in cases of emergency or where the Club cannot contact laid off employees in the same classification.

12.5 For the purpose of scheduling only, a seniority list will be created for part-time employees. Each part-time employee will be required to submit an availability sheet to his or her respective supervisor bi-annually, on dates chosen by management, in order to advise management of the employee's availability to work for the Club. The availability sheet will be used in conjunction with the part-time seniority list for the scheduling of part-time employees.

ARTICLE 13
HEALTH – WELFARE – PENSION PROGRAM

13.1 Welfare – Culinary Plan. Effective January 1, 2019, the Club shall contribute per month on each full-time employee as defined in Article 3, Section 3.7 the amount of \$49.69. This amount shall increase as follows:

<u>Effective Date</u>	<u>Monthly Rate for Full-Time</u>
01/01/20	\$44.72
01/01/21	\$44.72

The Club shall only contribute per month on each full-time employee.

13.2 The Club shall provide health insurance through HAP HMO \$250 AA0011289XR000155 for full time employees. The Club shall contribute eight five percent (85%) of the monthly premium, per month, toward each full-time employee's health care benefits if elected by the employee. Full time employees shall be responsible for contributing fifteen percent (15%) of the monthly premium, per month, toward his or her health care benefits by way of payroll deduction.

13.3 Pension Program. The Club shall contribute, per full-time employees only, per day paid, the following:

<u>Effective</u>	<u>Daily Rate for Full-Time</u>
6/1/19	\$23.61 per day
6/1/20	\$25.87 per day
6/1/21	\$26.98 per day

13.4 Contributions. Contributions as provided in Sections 13.1 and 13.3 are payable for any paid day. For purposes of uniformity, an employee shall have the contributions made on his/her behalf for a day worked if the employee reports for work on a scheduled work day.

13.5 Employee Data. The contributions provided in Sections 13.1 and 13.3 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 shall include name, address, 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.

13.6 The Club reserves the right to withdraw from the National Retirement Fund during the life of this agreement and thereafter agrees to negotiate with the Union regarding an alternative plan.

13.7 Binding Agreement. The Club and the Union agree to be bound by the Agreement and Declaration of Trust of the said HEREIU Welfare and/or Pension Funds as may, from time to time, be amended, and they do irrevocably designate as their respective representative on the Board of Trustees, such Trustees named in said Agreement and Declaration of Trust 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 the Agreement that is inconsistent with the Declaration of Trust, or the Plan of Benefits, rules or procedures established by the trustees shall be null and void.

13.8 Layoff, Leave, Resignation, & Discharge.

(a) In the event of a layoff, Medical/FMLA or Personal Leave of Absence, the Club shall continue to contribute the monthly amount of the insurance plan as provided in Section 13.2 and the Hotel Employees and Restaurant Employees International Union Welfare Fund cost as provided in Section 13.1 of this Agreement for an eligible employee for the balance of the month in which said layoff, or approved Leave of Absence begins, provided each full-time employee shall have met the eligibility requirement of Article 7 hereof. The Union agrees that it will allow any such employee to continue such coverage at the employee's option and expense.

(b) If an eligible employee is laid off, on an approved Medical Leave of Absence/FMLA or Personal Leave of Absence as provided in Section 11.2 or 11.3 of this Agreement, the Club will continue the monthly contribution to the Hotel Employees and Restaurant Employees International Union Welfare Fund and the Health Alliance Plan as provided in Section 13.2 and 13.1 of this Agreement for the remainder of the month said layoff or leave commences. The Union agrees that it will allow any such employee to contribute such coverage at the employee's option and expense.

(c) An eligible employee who quits, dies, retires, or is discharged shall not be entitled to any addition contribution to the Hotel Employees and Restaurant Employees International Union Welfare Fund, Pension Program, or the Health Alliance Plan.

(d) The Club and Union agree that notwithstanding the health insurance plan in effect during the life of this Agreement either party may request to negotiate an alternative plan provided the benefits and costs therefor are beneficial to the Club and its employees.

13.9 Records. In order to properly pay benefits, maintain records of employees' eligibility for benefits, to assume compliance with this agreement in respect to the above contributions and to comply with Federal law, the Employer and Union agree to make available for inspection and audit by the Fund such records of all employees of the Employer as the Fund may require, including, but not limited to, names of employees and dependents, ages, dates of hire, classification, sex, social security number, wages, and hours, days, weeks, and/or years of employment.

13.10 Gratuity Computation Records. The Club shall make available to the stewards and Union business representatives records to permit the Union to monitor gratuity calculations and distribution. Such meetings shall be at mutually convenient times between the Union representatives and the Club banquet manager or designee.

13.11 Arrearage. In the event the Employer is in arrears in the payment of contributions, it shall be liable for late fees, interest, and liquidated damages as established by the Trustees, legal fees, court and/or arbitration costs, and audit and other expenses incidental to the collection of said delinquency.

ARTICLE 14
GRIEVANCE PROCEDURE – NO STRIKE – NO LOCKOUT

14.1 Any dispute arising out of an interpretation or application of the provisions of this Agreement during this Agreement which an employee has not been able to adjust informally with supervision shall be heard in the following steps. The Union will encourage employees to discuss issue or potential grievances with Shop Stewards before these grievances are reduced to writing at the Union. The Union and the Employer agree to set up Labor/Management meetings from time to time when operational issues or potential “group grievances” may be filed.

Step 1. Between the aggrieved employee, the steward, and the club’s designated representative.

Step 2. If the grievance has not been satisfactorily settled during Step 1, within seven (7) working days following the alleged occurrence being grieved, the grieving party must reduce the grievance to writing, specifying the provisions of this Agreement involved. Step 2 must be initiated by delivering the written grievance to the club, not more than ten (10) working days after the employee becomes aware of the occurrence or such grievance shall be deemed to be without merit and barred from further consideration. Within seven (7) working days following the delivery of the written grievance, the Club shall deliver a written response to the Union and the employee.

Step 3. If the grievance has not been settled in Step 2, the grievance may be referred to arbitration by the Union. Arbitration must be initiated by the delivery of a written demand for arbitration to the Club within forty-five (45) days of the Club’s Step 2 response. 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 FMCS. The parties shall share the cost and fees of the arbitrator equally, and shall pay their own respective costs.

14.2 The time limits in Section 14.1 are material and may be waived only by written agreement in each individual grievance, varying in any way the terms of this Agreement.

14.3 The arbitrator shall limit his/her decision strictly to the interpretation, application, or enforcement of the Agreement and he/she shall be without power and authority to make any decision:

1.
 - (a) Contrary to, or inconsistent with or modifying or altering this Agreement.
 - (b) Granting any wage increases or decreases.
 - (c) Granting any right or relief for any period of time whatsoever prior to the effective date of this Agreement.
 - (e) Contrary to the club’s right to establish, adopt and amend, promulgate and enforce reasonable work rules.
2. No settlement at any step of the grievance procedure, except an arbitration decision shall be a precedent in any arbitration and shall not be admissible in evidence in any future arbitration proceeding.
3. All claims for back wages shall be limited to the amount of wages that an employee otherwise would have earned less any Club compensation received for temporary employment obtained subsequent to his/her removal from the Club’s payroll, and less any unemployment compensation or layoff benefits.
4. The decision of the arbitrator in a case shall not require a retroactive wage adjustment in any other case except by express agreement of the parties.

5. There shall be no appeal from the arbitrator's decision if made in accordance with his/her jurisdiction and authority under this Agreement. The arbitrator's decision shall be final and binding on the club, on the employee or employees, and on the Union.

6. In the event a case is appealed to an arbitrator and he/she finds that he/she has no power to rule on such case, the matter shall be referred back to the parties without decision or recommendations on the merits of the case.

7. Except as provided herein by letter or agreement between the parties, the parties understand and agree that in making this Agreement, they have resolved for its term all bargaining issues which could have been made the subject of discussion. The arbitral forum here established is intended to resolve disputes between the parties only over the interpretation or application of matters which are specifically covered in this contract and any supplemental agreements which are or may become part of this Agreement and which are not excluded from arbitration.

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

14.5 The Club agrees that it shall not lockout any employees for any reason whatsoever.

ARTICLE 15 **MANAGEMENT'S RIGHTS**

15.1 The Club shall remain vested with full and exclusive control and direction of the management and operation of the Club and its employees and the right to direct the work force and determine the policies and methods of operating its business, subject to the limitations in this Agreement. Included in these management rights, but not limited thereto, are the rights:

- (a) To decide the number and type of machines, equipment, material, products, and supplies, to be used or operated.
- (b) To determine the extent to which the Club and/or its equipment, and the various departments and sub-departments thereof, shall be operated, expanded, reduced, discontinued, merged, liquidated, or relocated.
- (c) To decide the amount of supervision and direction of the working force.
- (d) To be the sole and final judge of the qualifications of all applicants, with the absolute right to select and determine the employees it will hire.
- (e) To determine staffing levels for a department.
- (f) To establish or revise work schedules.
- (g) To introduce new, different, or improved methods and procedures in its operation, and to otherwise generally manage the business.
- (h) To assign the work, job duties and responsibilities to be performed within the department.
- (i) To conduct alcohol or drug testing of employees in accordance with its policy.

Included in these management rights, in addition, are the right to suspend, promote, demote, transfer, layoff, and recall, and discipline and discharge for just cause, subject to the applicable terms of this Agreement.

It is agreed that the Club has the right to make such written rules and regulations, not in conflict with this Agreement as it may from time to time deem best for the purpose of maintaining order, safety, and/or effective and efficient operation of the Club and/or its individual departments. The Club shall provide each employee and the Union with written notice of such rules and regulations not less than two (2) weeks before they become effective.

The parties agree that the relationship between the Club supervisor and employees should be one of mutual respect. The Club and Union agree that employees must refrain from instigating any and all familiarity between themselves and Club members and guests. Grievances and personal problems shall not be discussed with Club members or guests under any circumstances.

The Club not exercising any function hereby reserved to it, or exercising any such function in a particular way, shall not be deemed a waiver of the right to exercise such function or preclude it from exercising the same in some other way not in conflict with the express provisions of this Agreement.

ARTICLE 16
MEALS – SHIFT DIFFERENTIAL – LOCKER ROOM

16.1 The Club shall furnish one (1) meal for each meal worked. 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 worked. 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 or an employee while eating, such employee shall return to the station to take care of any service that is necessary. Waitstaff shall eat their meal prior to their split; all Extra employees shall eat their meal prior to their shift.

16.2 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

17.1 The Club shall designate the uniforms/dress code for all employees.

All other uniforms required shall have one (1) required uniform for each employee provided by the Club once per year. The Club shall provide the first two (2) year's uniforms in advance. All uniforms shall be kept in a neat and clean condition by the employee.

All employees will be required to utilize the Club's shoe purchase program with "Shoes for Crews."

The employee's supervisor will be responsible to evaluate the dress and appearance of employees under his or her supervision. If an employee is not dressed appropriately, the supervisor will take the following steps:

(a) On the first occasion, the employee may be sent home to change clothes immediately, and a documented oral warning will be given to the employee, with a copy to the Human Resources Department. Additionally, the supervisor will review Department dress and appearance standards with the employee.

The employee will be paid for the time the employee actually works, which will begin when the employee returns to work appropriately dressed.

(b) On the second occasion, the employee will be sent home to change clothes immediately, and will be given a written warning. The employee will be paid for the time the employee actually works, which will begin when the employee returns to work appropriately dressed.

(c) Further violation will result in disciplinary action up to and including suspension or discharge.

17.2 The Club will issue three sets of pants and jackets for kitchen employees and housekeeping employees; these uniforms shall be laundered by the employee. The Club will issue a replacement uniform jacket or pant at no cost to the employee, due to normal wear and tear. In order to be eligible for a replacement shirt or pair of pants, the employee must surrender the old shirt or pair of pants.

ARTICLE 18 **EMPLOYEE/UNION RIGHTS**

18.1 No employee shall be discriminated against for giving information regarding alleged violations of this Agreement to the Union. No employee shall be discharged for Union activities.

18.2 No Union meeting shall take place on the Club's premises or on Club's time without the prior written consent of the Club. This shall not preclude the visitation by a Union representative with individual Union represented employees, provided that the meeting is held in an area and at a time that the employee visitation does not disrupt the Club's business. The Union representative shall advise the attendant at the front gate of his or her name, and his or her union affiliation.

18.3 The Club agrees that there will be no discrimination against an employee carrying out the duties of the shop steward. The Union agrees that a shop steward's duties are the presentation of grievances for members working in the Club. Such activity may be conducted during working hours if necessary, but shop stewards shall notify the supervisor upon returning to the work area. Shop stewards shall not interfere with the operation of the Club's business. Work time spent in such activities by the shop stewards will be held to the absolute minimum.

18.4 The Union shall inform the Club as to which employees are Union stewards and Union officers. Not more than one (1) Union steward or officer from each department 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. The Club may permit additional employee(s) to attend Union meetings, without pay, if the employees so request in writing at least one (1) week in advance and management gives its written approval. The denial of the request for attendance by additional employees shall not be subject to the grievance procedure.

18.5 Up to two (2) 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.

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

18.7 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

19.1 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 of competent jurisdiction, the remaining portions shall continue in full force and effect.

ARTICLE 20
JURY – FULL-TIME EMPLOYEES

20.1 A full-time employee qualifying under Article 7 of this Agreement, summoned and reporting for jury duty shall be paid an amount equal to the difference between the amount of straight time wages the employees 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 contract year. In order to receive payment, the employee must give the Club prior notice and must furnish evidence that the jury duty was performed.

ARTICLE 21
BEREAVEMENT LEAVE – FULL-TIME EMPLOYEES

21.1 If a full-time seniority 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) regularly scheduled working days with pay shall be granted for purposes of attending the funeral. Eligibility requires compliance with Article 7 of this Agreement. 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 up to an additional two (2) regularly scheduled days without pay (for a total of not more than five (5) regularly scheduled consecutive workdays) for purposes of attending the funeral. The Club may require proof of relationship to the deceased and attendance at the funeral.

ARTICLE 22
GENERAL

22.1 **Civility.** Club Management, Union representatives and employees will treat one another with respect and civility.

22.2 **Reasonable Suspicion – Drug/Alcohol Testing Procedure.** To Secure a uniform drug-alcohol testing policy, to assure that employees are treated with respect and provided with due process, and to implement the Club's prohibition of on-the-job use of and impairment by alcohol and unlawfully-used drugs, it is agreed that:

1. All testing shall be non-invasive and conducted by qualified professional 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 test 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 managers, in advance of directing testing, and shall supply the writing to a union steward at the time the employee is directed for testing.
8. If the employee's test proves negative, a tipped employee shall be paid the applicable hourly rate and the equivalent of the gratuities the employee would have earned during the paid time in which the testing occurred.
9. If a Union steward is not present at the Club regarding paragraphs 4 and 7 above, another employee shall be requested to act in the place of the steward and shall be entitled to wages and gratuities, as applicable, for the time he or she participates in this process. The Club shall endeavor to give the tested employee a choice of another co-worker to fill in if no steward is present, but the Club may decline the employee's choice for legitimate business reasons.
10. Stewards and co-workers shall be full compensated by the Club for wages and gratuities lost due to time spent accompanying the tested employee and participating in this process.

ARTICLE 23
UNITE HERE! TIP CAMPAIGN COMMITTEE


23.1 The Company shall deduct and transmit to the Treasurer of UNITE HERE TIP Campaign Committee the amount of contribution specified for each payroll period or other designated period worked from the wages of those employees who voluntarily authorize such contribution at least seven (7) days prior to the next scheduled pay period, on the form provided for that purpose by the UNITE HERE TIP Campaign Committee. These transmittals shall occur no later than thirty (30) days of the following month, and shall be accompanied by a list setting forth as to each contributing employee his or her name, address, occupation, rate of PAC payroll deductions by the payroll or other designated period and contribution amount. The parties acknowledge that the Company's costs of administration of this PAC payroll deduction have been taken into account by the parties in their negotiation of this Agreement and have been incorporated in the wage, salary and benefits provisions of this Agreement. The Company shall send these transmittals and this list to: Treasurer, UNITE HERE TIP Campaign Committee, 275 Seventh Avenue, New York, NY 10001.

ARTICLE 24
TERM OF AGREEMENT

24.1 This Agreement is effective October 1, 2018 and continues through September 30, 2021, 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, not less than sixty (60) calendars days prior to September 2021, or any subsequent anniversary date. Upon giving notice, this Agreement shall terminate September 30, 2021 or subsequent contract year end.

Witness Whereof: the respective parties, representing that they have authority to do so, hereunto subscribed their names on this 21st day of November 2019.

FOR DETROIT YACHT CLUB:


General Manager

FOR UNITE HERE! LOCAL 24:



Rep Local 24

EXHIBIT A – WAGE INCREASES

Full-time employees shall receive the following wage increases:

	<u>Non-Tipped</u>
May 13, 2019	\$.25
October 1, 2019	\$.25
October 1, 2020	\$.25

Part-time employees shall be eligible to receive the wage increases if the following conditions are met:

All part-time employees in the kitchen, grill, and housekeeping must work seven hundred (700) hours from October 1st through September 30th of the prior year and must be employed for at least one (1) year.

**SCHEDULE A – FULL TIME KITCHEN EMPLOYEES
WAGE RATES – SPECIFIC WORKING CONDITIONS**

		5/13/19	10/1/19	10/1/20
Cooks		\$14.44	\$14.69	\$14.94
Pantry Persons		\$12.53	\$12.78	\$13.03
Utility Worker		\$12.38	\$12.63	\$12.88

** Utility Worker includes silver-polishers, dish washer, runner, glass washers, and kitchen person.

The above rates for part-time kitchen employees are based on a four (4) hour minimum.

OTHER SPECIFIC WORKING CONDITIONS

- (1.) The Club shall have the right to transfer and change kitchen employees from station to station.
- (2.) New employees may be hired in at eighty-five percent (85%) of the rate in effect at time of hire and must be employed a minimum of nine (9) months before receiving a post ratification or annual lump sum payment.

**SCHEDULE B – BARTENDERS/BAR PERSONS
WAGE RATES – SPECIFIC WORKING CONDITIONS – Hourly**

		5/13/19	10/1/19	10/1/20
Bartenders		\$8.71	\$8.81	\$8.91
Bar Persons		\$7.71	\$7.81	\$7.91

New employees may be hired in at eighty five percent (85%) of the rate in effect at time of hire and must be employed a minimum of nine (9) months before receiving a post ratification lump sum payment.

Open Tipping – Bartenders. Bartenders will continue to enjoy the same tipping schedule, except that members will be allowed to give cash tip or added gratuity to their checks. All bartenders will be required to cash in all chits before the end of their shift, so they can receive tips for service rendered.

SPECIFIC WORKING CONDITIONS

Bartenders shall not be allowed to work split shifts.

Thirteen and one quarter percent (13¼%) gratuity will be included in the price of each and every drink served by a bartender to each and every member or guest at all special parties including Club functions. This gratuity shall be placed in a special party gratuity pool for each party.

Each special party gratuity pool shall be paid, on a pro-rated basis, to only those bartenders working that special party. Payment to the bartender shall be made on the basis of hours worked at the special party; the result shall be a fraction of the special party gratuity pool paid to the bartender.

Tips or gratuities added to bar checks by member or their guests at the time of service and which are billed to the member or guest at the Grill Bar and River Vista Bar when only bartender are involved in service, shall be given to the bartender.

Per Section 13.10 Gratuity Compensation Records: The Club shall make available to the stewards and Union business representatives records to permit the Union to monitor gratuity calculations and distribution. Such meetings shall be at mutually convenient times between the Union representatives and the Club banquet manager or designee.

In the event that the service charge to the guest is increased above twenty percent (20% or current service charge), the bartender shall receive one-half (1/2) of the increase and the Club will retain the other one-half (1/2).

**SCHEDULE C – HOUSEKEEPING EMPLOYEES
WAGE RATES – SPECIFIC WORKING CONDITIONS – Hourly**

		5/13/19	10/1/19	10/1/20
House Person		\$12.63	\$12.87	\$13.12
Housekeeper		\$12.50	\$12.75	\$13.00
Locker Room Attendant		\$12.50	\$12.75	\$13.00

OTHER SPECIFIC WORKING CONDITIONS

- (1.) Night Cleaner duties when required – Seniority shall be used when night cleaners are needed. Higher senior persons shall be asked first.
- (2.) Special function bartenders shall receive a voucher for each function worked with their paycheck.

New employees may be paid hired in at eighty five percent (85%) of the rate in effect at time of hire and must be employed a minimum of nine (9) months before receiving a post ratification or annual lump sum payment.

**SCHEDULE D - DINING ROOM SERVERS
WAGE RATES – SPECIFIC WORKING CONDITIONS – Hourly**

	5/13/19	10/1/19	10/1/20
Captain Tipped	\$6.66	\$6.76	\$6.86
Bus Person	\$6.24	\$6.34	\$6.44
Host/Hostess Non-Tipped	\$11.81	\$12.06	\$12.31
Servers – Full-Time and Part-Time – 8 Hours	\$5.14	\$5.24	\$5.34
Extra Luncheon 3½ Hours	\$5.47	\$5.57	\$5.67
Dinner – 4 Hours	\$5.44	\$5.54	\$5.64

***Overtime shall be paid at 1.5 hours X the employee’s hourly rate of pay**

The current practice of "Open Tipping" shall be continued for the life of the Agreement.

The gratuity shall be in an amount or percentage as determined at the option of the member or guest as indicated on the check in the Grill distributed on the basis of 90% to the server and 10% to the busser. If no gratuity is specified, then the Club shall apply a fifteen (15%) percent gratuity on food and beverage sales and the gratuity shall be distributed as according to the following formula:

Wait Person	13 ½% of amount of check
Bus Person	1% of amount of check

One-half of one (1/2%) percent of the Club applied fifteen (15%) percent gratuity shall be distributed as determined by the Club.

If no bus person is on the Club premises or is not required to perform any normal bussing duties connected with food service in the Grill, the bus person’s portion of the gratuity listed above shall revert to the waitpersons.

*It is expressly understood that daily is defined as an eight (8) hour day. Employees working less than eight (8) hours shall be paid at the lesser amount.

SPECIFIC WORKING CONDITIONS

Grill and Dining Room employees shall be permitted to work split shifts.

The maximum work day in case of a split shift for an eight (8) hour employee shall be eight (8) hours of actual work within eleven (11) hours, provided that dining room employees working split shifts shall not work more than two (2) consecutive meals.

Per Section 13.10 Gratuity Compensation Records: The Club shall make available to the stewards and Union business representatives records to permit the Union to monitor gratuity calculations and distribution. Such meetings shall be at mutually convenient times between the Union representatives and the Club Banquet manager or designee.

**SCHEDULE E – BANQUET EMPLOYEES
WAGE RATES – SPECIFIC WORKING CONDITIONS - Hourly**

	5/13/19	10/1/19	10/1/20
Servers – Full-time and Part-time – 8 hours	\$5.34	\$5.44	\$5.54
*Luncheon 3 ½ hours	\$5.86	\$5.96	\$6.06
*Dinner – 4 hours	\$5.44	\$5.54	\$5.64

Luncheon and Dinners paid at a minimum of stated hours

Note: All part-time employees in banquet must work four hundred (400) hours from October 1st through September 30th of the prior year and must be employed for one (1) year.

***Overtime shall be paid at 1.5 X hourly rate of pay of the employee**

The gratuities on food and beverage sales shall be distributed according to the following formula:

Wait person 14¾% of amount of check
Bus person 1% of amount of check

Balance of the tip to be distributed and prorated on the base of 1% to Captains, and the remainder as determined by the Club.

If no bus person is on the Club premises or is not required to perform any normal bussing duties connected with food service in the banquet department, the bus person's portion of the gratuity listed above shall revert to the waitpersons.

In the event the service charge to the guest is increased above twenty percent (20% or current service charge), the Servers shall receive one-half (1/2) of the increase and the Club will retain the other on-half (1/2). If bus persons are employed the Union will decide the portion of the one-half (1/2%) to be distributed to the bus persons.

OTHER WORKING CONDITIONS

- (1.) Employees may review the BEO book to ascertain the amount of wages due them.
- (2.) Banquet servers shall perform set-up, service and clear-off for their assigned station for the function rate of pay. Banquet bus persons, when used, shall assist the servers. They shall receive their assigned banquet duties from supervisors, captains or banquet staff.
- (3.) It is the Club's intent Banquet equipment (dishes, silver, glasses, etc.) shall be in the banquet room to be used or in an area immediately adjacent to the banquet rooms. Servers may assist in emergency situations.
- (4.) Captains and the Culinary Department shall be responsible for decorating buffet tables (flowers, etc.), however, servers may, from time to time, be requested to assist in the decorating of the buffet tables.
- (5.) French Service – When servers are required to perform French Service, servers shall receive an additional seventy-five cents (\$.75) per guest. French service is defined as white glove service, individualized table side preparation of all courses including serving of soup, salad, entrée and dessert.

(6.) Banquet employees will continue to be paid as in the past. Banquet Servers serving buffets shall serve forty (40) guests per server. This shall include breakfast, lunch and dinner buffets. Banquet servers serving breakfast, lunch or dinners sit-down functions shall serve twenty-four (24) guests per server. Certain events may require heavier or lighter staffing as determined by the Club.

It is agreed that the Detroit Yacht Club will staff banquets with the following formula:

Banquet servers serving buffets shall serve forty (40) guests per server. This shall include breakfast, lunch and dinner functions.

Banquet servers serving breakfast, lunch or dinners sit-down functions shall serve twenty-four (24) guests per server.

Banquet employees will continue to be paid as in the past.

(7.) Per Section 13.10 Gratuity Compensation Records: The Club shall make available to the stewards and Union business representatives records to permit the Union to monitor gratuity calculations and distributions. Such meetings shall be at mutually convenient times between the Union representatives and the Club banquet manager or designee.

**SCHEDULE F – OTHER STAFF
WAGE RATES – SPECIFIC WORKING CONDITIONS – Hourly**

		5/13/19	10/1/19	10/1/20
Switchboard Attendant		\$11.43	\$11.68	\$11.93

***Overtime shall be paid at 1.5 X hourly rate of pay of the employee**

RATES LISTED BELOW ARE FOR ALL PART-TIME EMPLOYEES

Part time employees shall be eligible to receive the wage increases if the following conditions are met:

A. All part time employees in the kitchen, grill and housekeeping must work seven (700) hundred hours from October 1st through September 30th of the prior year and must be employed for one (1) year.

B. All part time employees in banquet must work four (400) hundred hours from October 1st through September 30th of the prior year and must be employed for one (1) year.

C. The appropriate increases will be added to the following rates for each year of the Agreement if the conditions stated above are met.

**SCHEDULE A-1 – KITCHEN EMPLOYEES
WAGE RATES – SPECIFIC WORKING CONDITIONS – HOURLY***

	5/13/19	10/1/19	10/1/20
Cooks	\$11.61	\$11.86	\$12.11
Pantry Persons	\$10.33	\$10.58	\$10.83
Utility Worker	\$10.18	\$10.43	\$10.68

**SCHEDULE B-1 – BARTENDERS/BAR PERSONS
WAGE RATES – SPECIFIC WORKING CONDITIONS – HOURLY***

	5/13/19	10/1/19	10/1/20
Bartenders	\$7.66	\$7.76	\$7.86
Bar Persons	\$6.66	\$6.76	\$6.86

**SCHEDULE C-1 – HOUSEKEEPING EMPLOYEES
WAGE RATES – SPECIFIC WORKING CONDITIONS – HOURLY***

	5/13/19	10/1/19	10/1/20
House Person	\$10.43	\$10.68	\$10.93
Housekeeper	\$10.30	\$10.55	\$10.80

**SCHEDULE D-1 - DINING ROOM SERVERS
WAGE RATES – SPECIFIC WORKING CONDITIONS – HOURLY***

	5/13/19	10/1/19	10/1/20
Bus Person	\$4.74	\$4.84	\$4.94
Bus Person - less than 4 hours	\$5.50	\$5.60	\$5.70
Host/Hostess Non-Tipped	\$9.71	\$9.96	\$10.21

	5/13/19	10/1/19	10/1/20
Waiters and Waitresses Full-time - 8 hours	\$4.29	\$4.39	\$4.49
Extra Luncheon, 3 1/2 hours	\$4.42	\$4.52	\$4.62
Dinner - 4 hours	\$4.39	\$4.49	\$4.59
Overtime, per hour	\$4.23	\$4.33	\$4.43

**SCHEDULE E-1 – BANQUET EMPLOYEES
WAGE RATES – SPECIFIC WORKING CONDITIONS – HOURLY***

	5/13/19	10/1/19	10/1/20
Servers - 8 hours	\$4.29	\$4.39	\$4.49
Luncheon 3 1/2 hours	\$4.42	\$4.52	\$4.62
Dinner - 4 hours	\$4.39	\$4.49	\$4.59
Overtime per hour	\$4.33	\$4.43	\$4.53

**SCHEDULE F – OTHER STAFF
WAGE RATES – SPECIFIC WORKING CONDITIONS – HOURLY***

	5/13/19	10/1/19	10/1/20
Switchboard Attendant	\$10.43	\$10.68	\$10.93

LETTER OF UNDERSTANDING

UNITE HERE! Union, Local 24, hereinafter called the "Union", and the Detroit Yacht Club, hereinafter called the "Club", are in agreement that regarding the following issue of a flat rate instead of a gratuity being paid for special Club functions, have agreed as follows:

FLAT RATE PAYMENTS

When the Club determines that a function is producing little or no revenue, and decides that it will be considered "flat rate" function, the gratuity shall be eighty-five (\$85.00) dollars for servers. When the bartender fee is waived, Bartenders shall receive eighty-five (\$85.00) dollars. When an employee provides water service for non-revenue producing Club functions, the employee will be paid a flat rate of ten (\$10.00) dollars.

Deadwork- When an employee is called into complete deadwork, or to perform set up work only, for an off-site or club sponsored event and given at least 24 hours advance notice, the employee shall receive a flat rate payment of seventy-five (\$75.00) dollars.

UNITE HERE! LOCAL 24

By: _____

Wanda Dukes

Its: Bargaining Representative

DETROIT YACHT CLUB

By: _____

Rick Price

Its: General Manager

LETTER OF UNDERSTANDING
EXHIBIT B: LABOR MANAGEMENT COOPERATION

UNITE HERE! Union, Local 24, hereinafter called the "Union", and the Detroit Yacht Club, hereinafter called the "Club", are in agreement regarding the following:

A. This Collective Bargaining Agreement is entered into between the Detroit Yacht Club and UNITE HERE! Local 24 with a commitment to a cooperative partnership. The parties recognize the need for a contemporary approach to Union-Management relations which aims to maximize the success of the private club enterprises in the greater Detroit metropolitan area.

We mutually recognize that:

Associates want to be involved in decisions that affect them; Associates take pride in their jobs; and Associates strive to deliver excellent service; Associates benefit from full adherence by all parties to the spirit and intent of this Collective Bargaining Agreement.

B. In recognition of the foregoing, both parties agree to meet quarterly, to discuss Associate suggestions, problems, methods of improving morale and other similar subjects and concerns either party may have. Ongoing communication at all levels is essential for this optimal Labor-Management relationship.

UNITE HERE! LOCAL 24

By: _____

Wanda Dukes

Its: Bargaining Representative

DETROIT YACHT CLUB

By: _____

Rick Price

Its: General Manager

LETTER OF UNDERSTANDING – PARKING INITIATIVE

UNITE HERE! Union, Local 24, hereinafter called the "Union", and the Detroit Yacht Club, hereinafter called the "Club", hereby agree that the Club will provide an escort for employees who are forced to park off Club premises upon the employee's request.

UNITE HERE! LOCAL 24

By: _____

Wanda Dukes

Its: Union Representative

DETROIT YACHT CLUB

By: _____

Rick Price

Its: General Manager

LETTER OF UNDERSTANDING – ATTENDANCE POLICY

UNITE HERE! Union, Local 24, hereinafter called the "Union", and the Detroit Yacht Club, hereinafter called the "Club", hereby agree that:

Attendance Policy

Supervisors are responsible for administering the attendance standards and procedures outlined below:

Unscheduled Absence - An unscheduled absence is defined as not reporting to work for a scheduled shift without at least three (3) hours of advance notice. When you are unable to notify the Club at least three (3) hours in advance, it is important to notify the department supervisor or designated contact person as soon as possible before the start of your regularly scheduled shift. Please note, the employee should first attempt to contact his or her supervisor to advise of the absence; and if unable to contact the supervisor, the employee must leave a message with the gate house. If an employee fails to call in or provide notice at least two (2) hours prior to the start of his or her shift, it will be considered a no call/no show.

Excused Absences - Absences will be excused if due to work-incurred injuries, jury duty, funeral leave, legally required appearance as court witness, military leave, hospitalization, or family and medical leave of absence and will not be counted toward unscheduled absences. Official documentation may be required. Employees are expected to give advance notice in these situations, when possible.

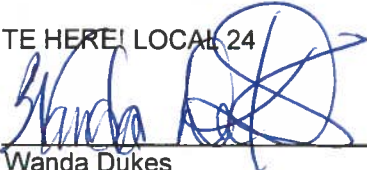
Employees are required to maintain contact with their supervisor for any period of absence beyond one (1) day, unless the employee has provided a doctor's certification covering a specified period. Frequency of contact between employee and supervisor will be set by the supervisor.

Each employee is allowed no more than six (6) excused absences per year. Absences after six (6) will be considered unexcused absences.

Scheduling Absences - Employees who must be absent for personal reasons or medical appointments are advised to schedule such appointments outside working hours, if possible. The employee must notify the designated supervisor and must receive his or her approval at least twenty-four (24) hours in advance, whenever possible.

Absences without Notice - Employees who fail to report to work when scheduled and who do not call in or provide the proper amount of notice, will be considered to have no called/no showed. Any employee who has accumulated more than two (2) no call/no shows or one (1) on a holiday in one (1) fiscal year, regardless of whether or not they are in a row, will be terminated.

Lateness/Tardy – Lateness or Tardiness is defined as failing to punch in on the time clock more than six (6) minutes after the employee's scheduled start time. If an employee is more than six (6) minutes late for any scheduled shift, without an acceptable excuse, the supervisor will send the employee home without pay for that shift. If an employee is more than fifteen (15) minutes late for any scheduled shift, without an acceptable excuse, it will be considered a no call/no show. The employee's supervisor will determine whether the tardy employees excuse is acceptable.

UNITE HERE! LOCAL 24
By: 
Wanda Dukes

DETROIT YACHT CLUB
By: 
Rick Price

Its: Union Representative

Its: General Manager

LETTER OF UNDERSTANDING

IT IS AGREED by the undersigned parties that if any employee incurs a major life threatening illness or injury, such as cancer, which precludes the employee from returning to work within one (1) year, the time limits in Article 12.3 may be extended an additional six (60) months to twelve (12) months.

UNITE HERE! LOCAL 24

By: _____

Wanda Dukes

Its: Union Representative

DETROIT YACHT CLUB

By: _____

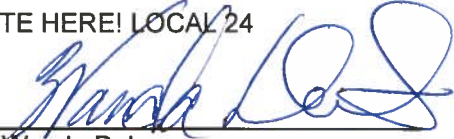
Rick Price

Its: General Manager

LETTER OF UNDERSTANDING

IT IS AGREED by the undersigned parties that for the life of the 2018-2021 collective bargaining agreement, banquet server Carolyn Pulliam and bartender Michael Clark shall be entitled to full-time health and welfare and pension benefits, under the same conditions, qualifications and obligations as other full-time employees have under such agreement.

UNITE HERE! LOCAL 24

By: 
Wanda Dukes

Its: Bargaining Representative

Dated: 11/19, 2019

DETROIT YACHT CLUB

By: 
Rick Price

Its: General Manager

Dated: _____, 2019