

COLLECTIVE BARGAINING AGREEMENT

Between

THE DEARBORN COUNTRY CLUB

and

**LOCAL 24
UNITE HERE AFL- CIO**

EFFECTIVE APRIL 1, 2018 – OCTOBER 31, 2022

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AGREEMENT

THIS Collective Bargaining Agreement (“the Agreement”) is effective as of the 1st day of April 2018, between The Dearborn Country Club (referred to as the “Club”) and UNITE HERE, Local 24, AFL-CIO (referred to as the “Union”).

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 the Schedule contained in this Agreement, excluding managerial, confidential, administrative, office clerical, seasonal and supervisory employees and guards as defined in the National Labor Relations Act. 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) All employees covered by this Agreement shall have the choice to join the Union and remain members in good standing of the Union by tendering to the Union the initiation fees and periodic dues that are the obligation of members.
- (b) Newly hired employees shall also 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 that are the obligations of members.
- (c) 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.

ARTICLE 2 CHECK-OFF OF UNION DUES

Section 3 – Dues Check-off

- (a) The Club shall deduct from the pay of each employee who authorizes deductions, 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 for such a deduction. The employee may revoke this written authorization, by written notice to the Club and the Union, at any time according to the terms of the authorization card. If no notice of revocation is given, the authorization shall remain in effect. All deductions authorized 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 fifteenth (15th) day

of the following 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, phone numbers, job classifications and social security numbers of the employees. The Club shall provide to the Union a complete bargaining unit list on a monthly basis of employee's names, addresses, phone numbers, classifications and social security numbers.

(b) The Union shall indemnify and hold the Club Harmless against any and all liability which may arise by reason of the Club's compliance with the terms of this Section.

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 4 – Work Week –Hours of Work

(a) The normal work week shall be Sunday through Saturday. Eight (8) hours of work shall be considered the normal workday and forty (40) hours of work the normal work week for a full-time employee during the Club's busy season from May 1 through September 30. 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 for full-time employees when eight (8) hours are available.

(b) Employees may be scheduled to work any days of the week, with the Club making a reasonable 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 deny full-time employees the opportunity to work golf outings and other functions on days the Club is ordinarily closed. Choice of available schedules, including regular days off, shall be done by seniority for full-time employees. Schedules will be posted weekly, by the Friday before the following work week.

(c) The Club will maximize work assignments for full-time employees up to forty (40) hours per work week, and in order to accomplish this shall give full-time employees priority for additional available work (golf outings, special functions, etc.) by seniority. There is no obligation to schedule an employee to work overtime. Priority for available work up to 40 hours in a work week shall be as follows: to full-time employees first, then to part-time employees. Part-time employees shall have priority for available full-time positions for which they are qualified as long as they have notified management, in writing, of their desire to become full time. The Club may schedule full-time employees for shifts of less than eight (8) hours, but not less than four (4) hours. The Club will maximize work for full-time employees, for up to 40 hours per week by seniority in compliance with Article 3, Section 4(a). The Club will not assign work to 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 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) full-time 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, home early due to a shortage of work, the Club shall pay the employee for four (4) hours of work or the actual hours worked, whichever is greater. 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. 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.

Section 5

The Club shall designate two (2) days in its payroll week as normal days off for each full-time employee. The Club shall not be required to designate the same days off for each full-time employee.

Section 6

The Club shall have the right to change one or both days off for full-time employees and designate other days as the scheduled days off for full-time employees once every thirty (30) days and upon seven (7) days' notice to the employee, provided that schedule changes shall not be made to deny full-time employees the opportunity to work forty (40) hours in a work week.

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. Choice of available schedules, including regular days off, shall be done by seniority for full-time employees.

Section 7

Employees will be paid weekly through 2019. All employees shall be paid biweekly, beginning with the first pay period after return from shutdown in 2020. All service charges due full-time, part-time, and seasonal employees shall be paid in the next regular payroll.

Section 8

Only bargaining unit employees, and seasonal employees, shall perform the work covered by this Agreement, except during relief periods, absenteeism, sickness, rush periods and in cases of emergency. Department Heads and other management employees may perform minimal necessary functions to provide appropriate service to members and guests, during emergency situations or when no bargaining unit employee is immediately available, as long as no bargaining unit employee is displaced or laid off.

Section 9

- (a) Effective April 1, 2018, a full-time employee is one who is regularly scheduled to work forty (40) or more hours per week, during the period from April 1 through December 31.
- (b) Effective April 1, 2018, a part-time employee is one who is regularly scheduled to work more than sixteen (16), but less than forty (40) hours per week, during the period from April 1 through December 31.

(c) Effective April 1, 2018, a seasonal employee is an employee who is employed by the Club for the summer season running from May 1 through September 30, other than seasonal Locker Room Attendants, seasonal Halfway House employees and seasonal Snack Bar employees who may begin working in April and continue working through November 1. Seasonal employees are not members of the bargaining unit and are not covered by any terms, conditions, or benefits of this Agreement. Seasonal employees who worked for the Club in a previous summer can work as seasonal employees during the period between Thanksgiving Day and New Years' Day, as long as they are supplementing and not replacing the Club's full-time and part-time employees.

(d) Effective January 1, 2015, employees averaging thirty (30) hours worked per week may be eligible for health insurance under federal law, even if they are not full time under this Section.

Section 10

Effective April 1, 2018, part-time employees working twenty (20) of twenty-four (24) consecutive weeks of four (4) or more days of seven and one-half (7½) or more hours a day will become full-time employees.

Effective April 1, 2018, full-time employees working twenty (20) of twenty-four (24) consecutive weeks of less than four (4) days of at least seven and one-half (7½) hours a day will become part-time employees.

ARTICLE 4 MERIT INCREASES – SCHEDULES OF WAGE RATES SPECIFIC WORKING CONDITIONS

Section 11 – Merit Increases

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

Section 12 – Job Classifications

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

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

(c) 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.

(d) An employee receiving a higher wage rate, as of April 30, 2003, within the same job classification, than the rate in this contract, shall have the differential maintained as long as the employee occupies the same job classification of that Club. New over-scale wages, implemented on or after May 1, 2003, 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.

(e) Non-tipped employees on the midnight shift shall be paid a shift differential of ten cents (\$.10) per hour. The midnight shift is that shift commencing at 11:00 PM and ending at 7:00 AM.

Section 13 – Non-contractual Benefits

Except as provided in Section 12, 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 14 – New Hire Rate

New employees will be paid at least the appropriate new hire rate for that employee’s classification, in accordance with Article 20.

Section 15 – Wage Assignments

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.

**ARTICLE 5
OVERTIME PROVISIONS**

Section 16 - Overtime Premium

All employees will be paid time and one half (1 ½) for all hours worked over forty (40) in a workweek. Full-time employees will be paid double (2) time for all hours worked on a Holiday. Full-time employees hired before the ratification of this Agreement will be paid time and one half (1 ½) for hours worked over eight (8) hours in a workday. Part-time employees will be paid time and one half (1 ½) for all hours worked on a Holiday. Daily, weekly and Holiday overtime will not be pyramided.

Section 17 - Assignment of Overtime

Full-time employees may be requested, but not required, to work additional days during a workweek, 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 employees volunteer, 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 18 - Premium Pay

Employees will be paid time and one-half (1½) for hours worked on New Year’s Eve between 6:00 PM and midnight, and double (2) time for hours worked after midnight.

**ARTICLE 7
VACATIONS
FULL-TIME EMPLOYEES**

Section 19 - Vacation Provisions

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

<u>Current Employees</u>	<u>Employees hired on or after May 1, 2007</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	

The six employees who currently have five (5) weeks of vacation will retain that benefit during their employment. However, no employee who does not have a fifth week of vacation as of October 8, 2019, will be entitled to earn a fifth week of vacation during the term of this Agreement.

(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 vacation pay. A day paid is considered a day worked for vacation purposes.

(c) 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 employees hired before the ratification of this Agreement on November 15, 2019, whose hourly rate is below minimum wage, vacation pay shall be base weekly pay plus one hundred percent (100%) of base weekly pay.

(d) An employee discharged, except for proven dishonesty, theft, sexual harassment, violence, or threats of violence, who has earned, but not been paid for vacation, shall be paid one (1) day 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).

(e) An employee who quits, or is laid off, who has earned but not been paid for vacation, shall be paid one (1) day 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 20 - Vacation Requests

Employees may not take more than half of their vacation, up to a maximum of two (2) weeks, during the period the Club is operating. Vacations between Memorial Day and Labor Day will not normally be approved, unless the vacation is for a significant reason, like a wedding or a special opportunity.

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 when the Club closes. Other than the restrictions noted above, 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 8 HOLIDAYS

Section 21 – Holiday Provisions

Full-time employees hired before May 1, 2007 shall be paid straight time for the following Holidays if not worked and double (2) time for all hours worked on these Holidays.

Mother's Day	Memorial Day	Independence Day
Labor Day	Thanksgiving Day	Christmas Day
New Year's Day	Employee's Birthday	

Full-time employees hired on or after May 1, 2007 but before November 15, 2019 will be eligible for all of the Holidays listed above except New Year's Day, but only to the Employee's Birthday as a paid Holiday after three (3) years of employment.

Full-time employees hired on or after November 15, 2019 will be eligible for all of the Holidays listed above, except New Year's Day and the Employee's Birthday.

Section 22 - Eligibility

- (a) To be eligible for Holiday pay, a full-time employee must work the last scheduled work day in full preceding and the first scheduled work day in full following the Holiday unless excused by the Club.
- (b) Full-time employees hired prior to May 1, 2007 and otherwise eligible, shall be entitled to the New Year's Day Holiday.
- (c) A full-time employee hired on or after May 1, 2007 shall not be eligible for Holiday pay until employed more than one hundred twenty (120) calendar days, and will not be eligible for Holiday pay for New Year's Day.
- (d) A full-time employee laid off shall be paid for a Holiday if it occurs within fifteen (15) calendar days of layoff, provided that an eligible full-time employee whose Birthday falls at any time during a layoff related to the Club's annual closed period shall receive payment for the Birthday Holiday at the time of layoff.
- (e) If a Holiday falls during a period of vacation, the employee shall receive an extra day's pay.
- (f) If a full-time employee fails to work a scheduled Holiday, pay for that day is forfeited, unless the employee is excused by the Club.
- (g) After three (3) years of employment, full-time employees hired on or after May 1, 2007 and before November 15, 2019, shall receive the Employee's Birthday as a paid Holiday, subject to the provisions herein.

Section 23 - Part-time Benefits

Part-time employees will be paid time and one-half (1-1/2) for working on a Holiday, other than the Employee's Birthday.

ARTICLE 9
PAID PERSONAL ABSENCE DAYS – FULL-TIME EMPLOYEES

Section 24 – Paid Personal Absence Provisions

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

Employees hired <u>Before 5/1/07</u>	Employees hired on or after 5/1/07 but <u>before 11/15/19</u>	Employees hired <u>on or after 11/15/19</u>
1 Year: 3 Days	1-2 Years: 3 Days	After 1 Year: 2 Days
2 for more Years: 6 Days	3 or more Years: 6 Days	After 3 Years: 3 Days
		After 5 Years: 5 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.

Section 25 – Written Notice Requirement

Employees shall give one (1) week’s written notice of taking a paid personal absence day, unless prevented by sickness, disability, or emergency. Paid personal absence days shall not be taken consecutively without the permission of the Club.

Section 26 – Unused Days

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 27 – Earning Schedule

(a) An employee hired on or after November 15, 2019 who quits or is laid off will receive payment for one (1) day for every ninety-nine (99) days worked or paid.

(b) An employee hired between May 1, 2007 and November 14, 2019 who quits or is laid off, and who has earned but not been paid for paid personal absence days will receive payment for one (1) paid personal absence day for every sixty-six (66) days worked or paid.

(c) An employee hired before May 1, 2007 who quits or is laid off, and who has earned but not been paid for paid personal absence days will receive payment for one (1) day for every thirty-three (33) days worked or paid.

Section 28 – Forfeiture

An employee who quits without giving one (1) week’s written notice, or who is discharged for proven dishonesty, theft, sexual harassment, violence, or threats of violence, shall not be entitled to any unused paid personal absence days.

ARTICLE 10
LEAVES OF ABSENCE – FULL-TIME EMPLOYEES

Section 29 - Leave of Absence Provisions

Leaves of Absence without pay for reasons including bona fide illnesses or injuries or personal reasons shall be granted to employees in accordance with the provisions of this Article after successful completion of their introductory period. The term of any leave covered by this Article may be extended by the written mutual agreement of the parties. The circumstances and conditions of a leave request will be provided on the appropriate leave of absence request form. A leave of absence is not automatic, and must be requested, reviewed, and approved by the Club in writing. All leaves of absence will be in accordance with the Family and Medical Leave Act of 1993 (FMLA) where applicable.

Section 30 - Medical Leave

A medical leave of absence will be granted to an employee due to illness or injury according to the following guidelines:

- (a) Employees shall be granted a medical leave of absence provided an employee has completed at least one (1) full year of service with the Club and has worked a minimum of 1,250 hours in the twelve (12) month period preceding the leave to be eligible for such leaves. Employees who do not meet this requirement may apply for a personal leave of absence.
- (b) Medical leaves shall be granted for a period of up to twelve (12) weeks in any twelve month period. An employee who exhausts the maximum leave of absence available pursuant to this Section shall be provided the opportunity to be placed on inactive status.
- (c) The Club shall continue to provide insurance contributions for eligible employees for up to twelve (12) weeks while on an approved medical leave of absence in accordance with the requirements of the FMLA. Employees not eligible for FMLA leave shall receive insurance contributions until the end of the month following the month the leave began.
- (d) Employees shall be required to use all accrued/unused personal days during the leave period. Employees may request, but shall not be required to use accrued/unused vacation days during the leave period.
- (e) The Club may require medical evidence prior to approving a medical leave.

Section 31- Illness in the Immediate Family Leave

A leave of absence shall be granted to an employee due to illness in an employee's immediate family as defined by the FMLA according to the following guidelines:

- (a) An employee shall be granted a leave of absence for an illness in the immediate family provided an employee has completed at least one (1) full year of service with the Club and has worked a minimum of 1,250 hours in the twelve (12) month period preceding the leave to be eligible for such leave. Employees who do not meet this requirement may apply for a personal leave of absence.
- (b) Leaves shall be granted for a period of up to twelve (12) weeks in any twelve (12) month period.
- (c) The Club shall continue to provide insurance contributions for eligible employees for up to twelve (12) weeks while on an approved leave of absence due to illness in the employee's immediate family in accordance with the requirements of the FMLA. Employees not eligible for FMLA leave shall receive insurance contributions until the end of the month following the month the leave began.

- (d) Employees shall be required to use all accrued/unused personal days during the leave period. Employees may request, but shall not be required to use accrued/unused vacation days during the leave period.

Section 32 - Child Rearing Leave

A child-rearing leave of absence will be granted for the birth and caring of an employee's child or for the placement of a child with an employee for adoption or foster care according to the following guidelines:

- (a) An employee shall be granted a child rearing leave of absence provided an employee has completed at least one (1) full year of service with the Club and has worked a minimum of 1,250 hours in the twelve (12) month period preceding the leave to be eligible for such leaves. Employees who do not meet this requirement may apply for a personal leave of absence.
- (b) Leaves shall be granted for a period of up to twelve (12) weeks and eligibility ends one (1) year after the date of birth or placement of the child.
- (c) Proof of the birth or adoption may be required.
- (d) The Club shall continue to provide insurance contributions for eligible employees for up to twelve (12) weeks while on an approved child rearing leave in accordance with the requirements of the FMLA. Employees not eligible for FMLA leave shall receive insurance contributions until the end of the month following the month the leave began.
- (e) Employees shall be required to use all accrued/unused personal days during the leave period. Employees may request, but shall not be required to use accrued/unused vacation days during the leave period.

Section 33 - Military Service Leave

A military service leave of absence shall be granted to an employee serving in a branch of the U.S. Military, according to the following guidelines:

- (a) The military leave shall be in accordance with applicable laws.
- (b) Proof of military duty shall be required prior to the approval of such leave being granted.

Section 34 - Personal Leaves of Absence

Personal leaves of absence without pay may be granted to employees according to the following guidelines:

- (a) Employees may be granted a personal leave after successful completion of their introductory period.
- (b) Leaves shall be limited to eight (8) weeks.
- (c) The circumstances and conditions of a personal leave request must be stated on the appropriate leave of absence request form and the form must be submitted to the Club.
- (d) Employees shall be required to use all accrued/unused vacation and personal days during the leave period.
- (e) Employees granted a personal leave may retain their insurance coverage at the employee's expense.

Section 35 - General Guidelines for Leaves of Absences

- (a) Leaves of absences will not be granted to employees being laid off because of lack of work.

- (b) An employee who enters into gainful employment at another Employer while on a leave of absence, unless specifically approved by the Club in writing, will be terminated.
- (c) An employee may request an extension to a leave of absence by providing written justification for the leave extension. An extension to a leave is not automatic and must be requested and granted in writing.
- (d) Any combination of leaves of absence shall not exceed twelve (12) weeks within a one (1) year period unless approved by the Club.
- (e) All leaves of absence require review and approval by the Club.
- (f) All leaves of absence shall be in writing and submitted by the employee to the Club with thirty (30) days advance notice of the proposed leave commencement, or as much advance notice as possible.

Section 36 - Returning from Leave of Absence

- (a) Any employee returning from a leave of absence due to a medical condition or a leave of absence due to injury is required to obtain a written release from a licensed physician stating that the employee is able to return to work.
- (b) An employee returning from a leave of absence from work in excess of the time periods as stated in this Article, shall receive prior service credit for seniority for time employed up to a maximum of three (3) years. The returning employee will be returned to a job in his/her former classification, which may result in the displacement of the least senior employee in the job classification.
- (c) In order for a former employee to be eligible to return to his/her former job classification the employee must return to work within the lesser of time worked or thirty-six (36) months of being placed on inactive status. The employee must also provide the Club with written intent to return to work within fifteen (15) days from the date on which the employee is placed on inactive status.

ARTICLE 11 SENIORITY FULL-TIME EMPLOYEES

Section 37 - Seniority Provisions

- (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 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 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 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.

(d) Seniority for purposes of vacations, leaves of absence, and paid personal absence days shall be from the employee's last date of hire.

Section 38 - Probationary Period

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 this probationary period, seniority shall be date of hire as a full-time employee.

Section 39 - Termination of Seniority Rights

(a) Seniority rights terminate when an employee:

(i) Quits or retires;

(ii) Is discharged for cause;

(iii) Fails to return to work from an approved leave of absence;

(iv) 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, but in any event within eight (8) days; or

(v) 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.

(b) 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.

(c) 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.

ARTICLE 12 HEALTH - WELFARE – PENSION/RETIREMENT

Section 40 - Culinary Plan 345, Full-time Employees During Their First 90 Days of Employment

(a) The Club shall make a contribution for each day, or part thereof, worked or paid, in accordance with the schedule in paragraph (d) of this Section, 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 41 from and after such employee's first date of employment. Contributions will be made to UNITE HERE HEALTH.

(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 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) Effective October 12, 2007, the Employer will no longer submit welfare contributions for employees classified as part-time or seasonal employees except those employees classified as either Worker II or Worker III.

(d) Contribution rates for each day worked or paid, for each eligible employee shall be:

- (i) \$2.48 per day, effective April 1, 2018 through December 31, 2018
- (ii) \$2.48 per day, effective January 1, 2019, through December 31, 2019
- (iii) \$2.24 per day, effective January 1, 2020 through December 31, 2021
- (iv) To be determined, effective January 1, 2022

Section 41 - 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, the Club shall make a contribution per month, or part thereof worked or paid, for each full-time employee in accordance with the schedule in paragraph (c) of this Section.

(b) 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 paragraph 1.1 of the Fund's Minimum Standards.

(c) Contribution rates for each month, worked or paid, for each eligible employee shall be:

- (i) \$49.69 per month, effective April 1, 2018 through December 31, 2018
- (ii) \$49.69 per month, effective January 1, 2019 through December 31, 2019
- (iii) \$44.72 per month, effective January 1, 2020 through December 31, 2021
- (iv) To be determined, effective January 1, 2022

(d) Whether insured under a health maintenance organization, or covered as an individual or a dependent upon a comparable plan, the Club will continue the monthly culinary contribution in the amounts referred to in Section 41(c) above.

Section 42 - Health Maintenance Organizations; Premium Increases

A. In addition to the contributions set forth in Section 40 above, by the ninetieth (90th) calendar day of employment as a full-time employee, provided such full-time employee is not covered as an individual or a dependent on a comparable plan, the Club will pay to the insurance carrier of record, eighty percent (80%) of the monthly premium per month, or part thereof, worked or paid. Employees shall be responsible for the remaining twenty percent (20%) through payroll withholding.

B. The Club may change carriers or plans or self-insure health insurance coverage provided comparable benefits are maintained. It is understood that the Club will shop for health insurance benefits every year and would be willing to consider plans suggested by the Union if those plans can provide comparable benefits at lower costs.

Section 43 - Dependent Care

(a) 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.

(b) Full-time employees who are not eligible for employer-paid HMO coverage in conformity with Section 42 may enroll, if eligible, at the employee's expense, paid through payroll deduction.

Section 44 - Section 125, Self-Payment Plan

The Club will establish and maintain a "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 45 - 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 Section 42 of this Article, and the one (1) month contribution to the Culinary Plan as provided in Section 41 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. Provided further, the Club shall continue coverage year round, including during the Club's annual closed period, for any full-time employees who work as full-time employees for ten (10) months or more in a calendar year, so that there will be no gap in the Club-paid coverage provided under this Agreement.
- (b) If a full-time employee is granted a leave of absence pursuant to Section 30 of this Agreement, the Club will contribute the monthly health maintenance organization contribution for such full-time employee as provided in Section 42 of this Article, and the monthly culinary contribution as provided in Section 41 of this Article, for not less than three (3) calendar months following the granting of such leave of absence.
- (c) An eligible employee who quits or is discharged will not be entitled to any additional contributions as may be provided in this Section.

Section 46 - Pension Program, Fund 545

- (a) Effective with the execution of this Agreement by both parties, the Club will contribute, in addition to the health and welfare contributions provided in this Article, a contribution in dollars per day, or part thereof, worked or paid for each bargaining unit employee classified as full-time to the UNITE HERE National Retirement Pension Fund, pursuant to an indenture of trust establishing such fund. Such contributions shall be on the following schedules, which include an additional \$.05 per hour to comply with recent Pension Fund Rehabilitation increases for a total of \$.20 over four (4) years:

12/1/18	\$22.67 per day
12/1/19	\$23.38 per day
12/1/20	\$24.55 per day
12/1/21	\$25.78 per day

- (b) Effective November 12, 2007, the Employer will no longer submit pension contributions for employees classified as part-time or seasonal employees, except those employees classified as Worker II.

Section 47 - Funds and Trustees

The Club 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, together with their successors selected as provided therein, and agree to abide and be bound by all procedures established and actions 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 Club agrees to contribute for each employee covered by this Agreement the sums listed above 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 contribution 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 48 - Employee Data

The contributions provided in Sections 39, 40, 41, 42 and 46 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, 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 49 - Withdrawal From the Multiemployer Pension Fund.

The parties have agreed that the Club can withdraw from the Multiemployer Pension Fund which has been known as the National Retirement Fund and the UNITE HERE National Retirement Pension Fund, during the term of this Agreement. The Club will pay the required contributions to the Fund for the participating employees until it withdraws. If the Club withdraws from the Pension Fund, within six (6) months after the Club withdraws, it will begin making \$.50 per hour contributions to a 401(k) Plan on behalf of eligible full-time employees for all hours worked by those employees. This contribution will increase to \$.60 per hour worked on October 2, 2022. This means that if the Club withdraws from the Fund, all employees currently participating in the Fund will be entitled to whatever pension that Fund provides, and their own 401(k) accounts.

ARTICLE 13 GRIEVANCE PROCEDURE – NO STRIKE – NO LOCKOUT

Section 50 - Grievance Procedure

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 One – Between the aggrieved employee, the steward, and the Club’s designated representative.

Step Two – If the grievance has not been satisfactorily settled during Step One, within fourteen (14) calendar days following the alleged occurrence being grieved, the grieving party must reduce the grievance to writing specifying the provisions of the Agreement involved. Step Two must be initiated by delivering the written grievance to the Club, not more than fourteen (14) calendar days after the occurrence or after the employee becomes aware of the occurrence or should have become aware of the occurrence, or such grievance shall be deemed to be without merit and barred from further consideration. Within fourteen (14) calendar days following the delivery of the written grievance, the Club shall send a written response to the Union. These time limits are material and may be waived only by written agreement in each individual grievance.

Step Three – If the grievance has not been settled in Step Two, the Union has fourteen (14) calendar days to appeal for a meeting between the grievant, the steward, a Union representative and the Club’s designated representative. Such a meeting will be scheduled within a reasonable time after the Club’s receipt of the Union’s appeal. If the grievance is not settled at that Step Three meeting, the Club has fourteen (14) calendar days to send a Step Three Answer to the Union.

Step Four – Mediation. If the Union is dissatisfied with the Club’s Step Three Answer, the Union has fourteen (14) calendar days from the Union’s receipt of the Club’s Step Three Answer to appeal the grievance to Mediation. Such request must be copied to the Club. The parties may process more than one grievance to the same mediation. The employer shall provide a decision in writing to the Union for each grievance discussed, settled, or adjusted at the Mediation within fourteen (14) calendar days of the date the Mediation concludes.

Step Five – If the grievance has not been settled in Step Four, 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 Four 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 or 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 51 - No Amendments to Agreement

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 52 - No Strike Provision

The Union and the Club recognize the service nature of the Club 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 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 53 - No Lockout Provision

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 14
MANAGEMENT'S RIGHTS**

Section 54 - Rules and Regulations

- (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 or under the influence of such substances on the job or in the workplace, subject to the following conditions:
 - (i) All testing shall be non-invasive and conducted by qualified professionals under conditions that ensure the employee's health, safety, privacy and dignity;
 - (ii) All testing shall be done on paid time and, whenever possible, during the employee's normal work schedule;

- (iii) All testing shall be at the Club's expense;
- (iv) The employee is entitled to the presence of a union steward, during work time, on request;
- (v) The results shall be provided to the employee by the tester at the same time they are provided to the employer;
- (vi) The testing process and resulting discipline shall be subject to the just cause standard and the grievance procedure, as is the application of this section;
- (vii) 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 15 MEALS - LOCKER ROOM - UNIFORMS

Section 55 - Meals

On days when the Club kitchen is operating, the Club shall put out food for employees at approximately 11:00 AM and 5:00 PM, so that employees can eat if they choose to do so, either before or after their shifts, or during their shifts at times that do not impact service to members and guests. 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 of an employee while eating, such employee shall return to the station to take care of any service that is necessary.

Section 56 - Locker Rooms

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.

Section 57 - Uniforms

- (a) The Club shall from time to time determine the regulation waiter and waitress uniforms.
- (b) The Club shall furnish and launder kitchen uniforms or may elect to pay three dollars and fifty cents (\$3.50) per week in lieu of furnishing kitchen uniforms. But in all cases, kitchen uniforms shall be laundered at the Club's expense.

ARTICLE 16 EMPLOYEE/UNION RIGHTS

Section 58 – Discrimination

- (a) No employee shall be discriminated against, disciplined or discharged for efforts to enforce this Agreement or for Union activity.
- (b) 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 59 - Injuries

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

Section 60 - Union Activities

- (a) 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.
- (b) 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.
- (c) 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.
- (d) The Club shall provide a designated area for Union information to employees in an area accessible to them.

ARTICLE 17 SAVING PROVISION

Section 61 - Saving Provision

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 18 JURY DUTY - FULL-TIME EMPLOYEES

Section 62 - Jury Duty

- (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 jury duty pay. A day paid is considered a day worked. Proof for jury duty must be provided within seven (7) days of the last date of absence in order to entitle an employee to payment.
- (b) 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 19
BEREAVEMENT LEAVE - FULL-TIME EMPLOYEES**

Section 63 - Bereavement

(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. Proof of death, attendance at the funeral, and relationship must be provided within seven (7) days of the last date of absence, in order to entitle an employee to payment.

(b) 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 20
OTHER SPECIFIC WORKING CONDITIONS**

Section 64 - Additional Pay Provisions

(a) 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.

(b) Part-time employees shall be paid the hourly rate set forth on the applicable Wage Schedules accompanying this Agreement for his or her classification(s), and the employees shall be scheduled for a minimum of four (4) hours. Full-time employees may be scheduled for less than eight (8) hours pursuant to Section 5(c) and 5(d) only.

(c) The Union has the right to examine documentation and to determine if distribution of any fixed gratuity is made in accordance with the established Schedules to this Agreement included herein by reference.

Section 65 – Minimum New Hire Wage Schedules

(a) Those employees hired on or after May 1, 2012 shall be paid not less than a percentage of the Minimum Classification Rate as follows:

Upon hire:	Eighty percent (80%)
Upon completion of Probation:	Eighty-five percent (85%)
After one (1) year of employment:	Ninety percent (90%)

After two (2) years of employment: Ninety-five percent (95%)
After three (3) years of employment: One hundred percent (100%)

Section 66 – Other Specific Working Conditions

1. The Club shall prepare and post a list of all special functions and the prices to be charged.

2. A newly hired server assigned to “shadow” an experienced server for training purposes will not participate in the gratuity pool and will be paid the prevailing minimum wage. A newly hired server may be in this “shadow” training status for up to two (2) weeks.

3. The Wage Schedule will be Minimum Classification Rates and there is no restriction on paying above those Rates in accordance with Article 4.


4. The parties agree that they will be willing to discuss Specific Working Conditions as they apply to Banquets/Events during the term of this Agreement.

**ARTICLE 21
TERM OF AGREEMENT**

Section 67 - Term

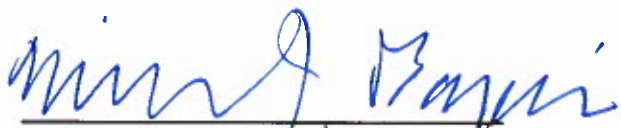
This Agreement is effective April 1, 2018 and continues through October 31, 2022 and from year to year thereafter, unless either party serves notice in writing by certified mail on the other party not more than ninety (90) calendar days, nor less than sixty (60) calendar days prior to or any subsequent anniversary date. Upon giving such notice, this Agreement shall terminate on October 31, 2022 or its subsequent anniversary.

UNITE HERE LOCAL 24



Wanda Dukes, Union Representative
Wanda Dukes
Dated: 8/20/2020

THE DEARBORN COUNTRY CLUB



Michael J. Bageris
GM/COO
Dated: 8/27/20

EXHIBIT A

Minimum Classification Rates

Each employee with three (3) years of seniority will receive at least the Minimum Classification Rate for their classification.

	<u>7/7/19</u>	<u>10/4/20</u>	<u>10/3/21</u>	<u>10/2/22</u>
Bartender	\$14.72	\$14.72	\$14.72	\$14.72
Busperson	\$7.50	\$7.80	\$8.10	\$8.50
Server	\$4.51	\$4.51	\$4.51	\$4.51
Cook	\$15.45	\$15.75	\$16.05	\$16.45
Hostess	\$9.65	\$9.95	\$10.25	\$10.65
Housekeeper	\$14.39	\$14.69	\$14.99	\$15.39
Laundry	\$14.14	\$14.44	\$14.74	\$15.14
Locker Room Attendant	\$9.65	\$9.95	\$10.25	\$10.65
Maintenance (Houseperson)	\$14.27	\$14.57	\$14.87	\$15.27
Pantry Person	\$14.14	\$14.44	\$14.74	\$15.15
Utility Person	\$14.02	\$14.32	\$14.62	\$15.02

These Minimum Classification Rates reflect that each of the classification rates for the Non-Tipped Employees and Buspersons will be increased during the term of this contract, as follows:

- \$.30 per hour effective July 7, 2019
- \$.30 per hour effective October 4, 2020
- \$.30 per hour effective October 3, 2021
- \$.40 per hour effective October 2, 2022

EXHIBIT B

GRATUITY DISTRIBUTION

A Gratuity of seventeen percent (17%) will be provided to tipped employees on all food and beverages served at the Club from April 1, 2018 through November 30, 2019. On December 1, 2019, the Gratuity will be increased to eighteen percent (18%). The Gratuity on food and beverages provided to tipped employees will be allocated as follows:

ALA CARTE DINING AND MEMBER EVENTS WHERE MEMBERS SIGN INDIVIDUAL CHITS

Buspersons – Ten percent (10%) of the Gratuity will go into a daily pool, divided between all Buspersons working that day, with shares paid based on hours worked.

Servers – Ninety percent (90%) of the Gratuity on food and beverages served directly by a Server will go into a daily pool divided between all Servers working that day, with shares paid based on hours worked.

Bartenders – Ninety percent (90%) of the Gratuity on food and beverages served directly by the Bartender will go to that Bartender. When more than one Bartender is working, they may agree to pool their share of the Gratuity.

HOSTED EVENTS AND OTHER EVENTS

Buspersons -- Ten percent (10%) will go into a daily pool, divided between all Buspersons working that day, with shares paid based on hours worked.

Servers – Ninety percent (90%) will go into a daily pool, divided between the Servers working that day, with shares paid based on hours worked.

Bartenders – Will not share in the Gratuity for these events.

GENERAL

If there is no Busperson working on a day, the Busperson's share of the Gratuity will be allocated to the Server pool for each chit served by a Server, or added to the Bartender's share if the chit was served by a Bartender.

Any Gratuity above seventeen percent (17%) through November 30, 2019 or above eighteen percent (18%) on or after December 1, 2019 will go directly to the Server or Bartender who served that chit.

LETTER OF UNDERSTANDING

Barbara Wasilius will continue to be designated as a Worker II during the term of this Agreement.