

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

COUNTRY CLUB OF DETROIT

AND

UNITEHERE! LOCAL 24, AFL-CIO

EFFECTIVE NOVEMBER 2, 2021 THROUGH JANUARY 31, 2024

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AGREEMENT

THIS AGREEMENT, made as of the **2nd** day of **November, 2021**, between the **Country Club of Detroit** hereinafter referred to as the "Club," and **UniteHere! Local 24, AFL-CIO**, hereinafter referred to as the "Union."

ARTICLE I RECOGNITION - UNION MEMBERSHIP - EMPLOYEE HIRING

Section 1. Recognition

- (a) 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 as set forth in Schedules "A, B, C and D", excluding managerial, confidential, culinary students, administrative, office clerical, seasonal employees, supervisory employees and guards as defined in the National Labor Relations Act. The parties to this Agreement recognize that regardless of classification all employees will perform reasonably assigned tasks necessary to provide first quality and efficient service.
- (b) If the Club hires a bargaining unit employee, and the Club and the Union agree the employee is to do bargaining unit work, the Club and the Union shall meet and determine which of the listed classifications applies or whether to agree on a new classification.

Section 2. Union Membership

- (a) All employees covered by this Agreement shall have the choice to 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 31st calendar day of employment.

Section 3. Employee Line-up Referral

- (a) To facilitate the employment of qualified banquet employees, to assure qualified personnel of an efficient system of locating employment, and to ensure the Club of a regular source of available banquet employees, the Club shall establish a list of employees ("B List" employees) to staff banquet functions after its regular banquet employees and such other regular employees of the Club who are qualified, have indicated a desire, and are available to work banquet functions, have been afforded the opportunity to work. B List employees shall not accumulate or maintain seniority.

However, in creating the B List, the Club shall give preference to former B List employees whom it has utilized in staffing banquet functions, and in scheduling the B List employees, the Club shall base its actions upon ability and availability and not upon favoritism, and the Union may discuss with the Club the Club's failure to call to a function any such employee. B List employees shall not be deemed regular employees of the employer and/or part of the bargaining unit, but shall receive the rate of pay provided for under the Collective Bargaining Agreement and such other benefits as are specifically provided hereunder for such employees. B List employees may be requested by the Union to pay a permit fee to the Union for each event worked. The Club agrees to deduct the permit fee from a B List employee where the employee has signed a card voluntarily authorizing the deduction as provided in Section 4. Where the Club should obtain employees through an agency and the Club does not pay such employees directly, the Union and the agency shall make arrangements for permit fee deductions, for employees who choose to do so.

- (b) The Club, in its discretion, shall have the right to reject any applicant referred by the Union.

ARTICLE 2 CHECK-OFF OF UNION DUES

Section 4.

The Club shall deduct from the pay of each employee who authorizes deductions for 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, irrevocable for one year or the termination of this Agreement, whichever first occurs. The employee may revoke this written authorization, by written notice to the Club and the Union, at any time, 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 pay check 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 each month, forward a check to the Union of amounts checked off together with a statement on forms supplied by the Union, setting forth the names, addresses, email addresses, job classifications, and social security numbers of the employees.

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

Section 5.

- (a) The normal work week shall be Sunday through Saturday. 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 every effort to accommodate employees' personal requests for time off each week. Scheduled days off can be changed by mutual agreement between the employee and the Club and may not be made to circumvent overtime or to deny full-time employees the opportunity to work golf outings and other functions on days the Club is ordinarily closed. Choice of available schedules, including regular days off, shall be done by seniority for full-time employees.
- (c) The Club will maximize work assignments for full-time employees up to five (5) days, 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. Priority for available work 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 prior to Memorial Day and after Labor Day. The Club will maximize work for full-time employees, for up to 5 days, 40 hours per week by seniority in compliance with Article 3, Section 5(a). The Club will not assign work to part-time employees or seasonal employees unless full-time employees in the same classification, or who have worked in the same classification, have been given the opportunity to work the available hours 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 eight (8) hours, home early due to a shortage of work, the Club shall pay the employee for six (6) 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 which would not be less than one-half the employee's regular rate of pay for the day. The Club shall make the effort to have a bargaining unit employee present when the manager or his designee attempts to call off employees due to an emergency. However, in the event no bargaining unit employee is available to witness the call, the manager or his designee shall make the calls to inform employees.

Section 6.

The Club shall designate two 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 7.

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 circumvent overtime or to deny full-time employees the opportunity to work golf outings and other functions on days the Club is ordinarily closed.

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 8.

All employees shall be paid weekly. All service charges due full-time, part-time, and seasonal employees shall be paid in the next regular weekly payroll. B-List employees shall receive a summary of their compensation showing their wages, overages, and share of service charges on or with their paychecks.

Section 9.

Only bargaining unit employees and seasonal employees shall regularly perform the work covered by this Agreement, except during relief periods, absenteeism, sickness, rush periods and in cases of emergency. There will be no restriction on Department Heads or other management employees from performing necessary functions to provide appropriate service to members and guests, as long as this does not result in the layoff of a bargaining unit employee.

Section 10.

- (a) Effective July 1, 2008, a full-time employee is one who is regularly scheduled to work 32 or more hours per week.
- (b) Effective July 1, 2008, a part-time employee is one who is regularly scheduled to work more than 16, but less than 32 hours per week.
- (c) Effective July 1, 2008, 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 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 11.

Effective July 1, 2008, part-time employees working eighteen (18) of twenty two (22) consecutive weeks of four (4) or more days of seven and one-half (7½) or more hours a day will become full-time employees. The Club shall not deny a part-time employee available work to circumvent this section.

Effective July 1, 2008, full-time employees working eighteen (18) of twenty two (22) consecutive weeks of less than four (4) days of at least seven and one-half (7½) hours a day will become part-time employees.

Section 12.

Part-time employees who work twenty (20) days shall not be rejected for further work except for just cause. Any dispute under this Section may be submitted under the Grievance Procedure, Article 14, but if back pay is awarded, it shall be limited to actual work days lost, and in no event more than thirty (30) work days.

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

Section 13.

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

Section 14.

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

Section 15.

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

Section 16.

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

Section 17.

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 that differential maintained as long as the employee occupies the same job classification at the Club. New over-scale wages, implemented on or after May 1, 2003, are enforceable only if authorized by the Club in writing. The Club will notify the Union in writing of such over-scale wages within a reasonable time.

Section 18.

Except as provided in Section 17, 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 Club and the Union; provided, that any such writing shall not be effective beyond the term of this Agreement.

Section 19.

New employees hired on or after April 10, 2008 will be paid not less than the rates in Schedule B, from date of hire.

Section 20.

Work schedules for full-time employees shall be posted weekly in advance of the work week. Schedules shall not be altered to circumvent the payment of overtime.

Section 21.

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 22.

Full-time employees, shall be paid time and one-half (1-1/2) for all hours worked in excess of eight (8) hours in any one day. Part-time and seasonal employees shall be paid time-and-one-half (1/1/2) for all hours worked in excess of forty (40) hours in any work week.

Section 23.

A full-time employee will be paid double time for all hours worked on his or her 7th day worked within a workweek as long as the employee has worked his or her full schedule during that workweek.

A full-time employee absent from work during a workweek except for proven illness or an approved vacation must make up lost straight time before receiving premium pay unless specifically excused by the Club. Employees may not switch days off with one another for the purpose of creating entitlement to overtime pay absent permission from the Club.

Section 24.

Full-time employees may be requested, but shall not be required, to work a seventh (7th) day within a workweek, or more than eight (8) hours in any one day, and shall rotate the overtime equally in any job classification where scheduling is practical. The Club shall make this request by seniority, and if no full-time employees volunteer, the Club shall have the right to require the least senior full-time employees to perform the work or to perform the work in the most efficient way it deems necessary.

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

Section 25.

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 midnight, and double (2) time for hours worked after midnight.

Section 26.

Employees working New Year's Eve as a sixth (6th) day worked within a workweek will be paid double (2) time for hours worked between 6:00 p.m. and midnight, and double time and one-half (2-1/2) for hours worked after midnight.

Section 27.

Employees working on New Year's Eve as a seventh (7th) day worked within a workweek will be paid double time and one-half (2-1/2) for hours worked between 6:00 p.m. and midnight, and triple (3) time for hours worked after midnight.

Section 28.

Employees who work New Years' breakfast, served after 4:00 a.m. shall be paid an additional five dollars (\$5.00).

**ARTICLE 7
VACATIONS - FULL-TIME EMPLOYEES**

Section 29.

(a) The Club will grant vacations with pay to full-time employees hired on or before September 1, 2003 as follows:

- 1 Year - 1 Week
- 2 - 7 Years - 2 Weeks
- 8 - 15 Years - 3 Weeks
- 16 - 22 Years - 4 Weeks
- 23 or more years - 5 Weeks

The Club will grant vacation with pay to full-time employees hired after September 1, 2003 as follows:

- After 1 Year – 1 Week
- After 2 Years – 2 Weeks
- After 10 Years – 3 Weeks
- After 17 Years – 4 Weeks

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

(b) Vacation pay is computed on forty (40) hours at current straight time hourly rate for each week of vacation to which the employee is entitled. After January 1, 2005, vacation pay for Servers who became full time before November 1, 2013 will be paid at \$10 per hour. Servers who became full time or were hired on or after November 1, 2013 will be paid any vacation pay to which they are entitled at their regular straight time hourly rate through January 29, 2022, and \$10 per hour effective January 30, 2022.

(c) An employee discharged, except for proven dishonesty, who has earned, but not been paid for vacation, shall be paid for vacation at the rate of 1/12 of the employee's annual

allotment, pursuant to the appropriate schedule in Section 29(a), for each month worked during that calendar year, provided that an employee who has worked or been paid for 200 days or more in that calendar year shall be entitled to that employee's full allotment. An employee discharged for proven dishonesty shall not be entitled to this benefit.

- (d) An employee who quits, or is laid off, who has earned, but not been paid for vacation, shall be paid for vacation at the rate of 1/12 of the employee's annual allotment, pursuant to the appropriate schedule in Section 29(a), for each month worked during that calendar year, provided that an employee who has worked or been paid for 200 days or more in that calendar year shall be entitled to that employee's full allotment.

Section 30.

Employees granted permission to take vacations during operational periods shall receive vacation pay at the time vacation is taken. Employees are encouraged to take vacations during slower periods. All unused vacation shall be taken with pay when the Club closes, if the Club closes. 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.

Employees earn vacation by working a full year from their anniversary date, then have until the next anniversary date to use the vacation earned. If vacation earned as of an employee's anniversary date in a given year has not been used by the employee as of his or her next anniversary date, it will be paid out within two weeks after that anniversary date.

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

Section 31.

Full-time employees hired on or before April 10, 2008 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 | Thanksgiving Day |
| Memorial Day | Christmas Day |
| Independence Day | New Year's Day |
| Labor Day | Employee's Birthday |

Full-time employees hired on or after April 11, 2008 will not be eligible for Mother's Day or the Employee's Birthday as holidays.

After January 1, 2005, Servers who became full time before November 1, 2013 who are eligible for holiday pay will be paid 8 hours pay at \$10 per hour for each of the above holidays to which they are entitled that are not worked. Servers who became full time or were hired on or after November 1, 2013 who are eligible for holiday pay will be paid 8 hours pay at their regular

straight time hourly rate for each of the above holidays to which they are entitled, that are not worked, through January 29, 2022, and \$10 per hour effective January 30, 2022.

Section 32.

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

Section 33.

A full-time employee shall not be eligible for holiday pay until employed more than ninety (90) calendar days.

Section 34.

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.

Section 35.

If a holiday falls during a period of vacation, the employee shall receive an extra day's pay.

Section 36.

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.

Section 37.

Part-time employees will be paid time and one-half (1 and 1/2) their regular rate for hours worked on a holiday.

**ARTICLE 9
PAID PERSONAL ABSENCE DAYS - FULL-TIME EMPLOYEES**

Section 38.

The Club will grant paid personal absence days to full-time employees hired on or before September 1, 2003 as follows:

- 1 Year - 3 Days per Year
- 2 or more Years - 6 Days per Year

The Club will grant paid personal absence days to full-time employees hired after September 1, 2003 as follows:

- After 1 Year – 2 Days per Year
- After 2 Years – 3 Days per Year
- After 4 Years – 4 Days per Year
- After 5 Years – 6 Days per Year

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. After January 1, 2005, eligible Servers who became full time before November 1, 2013, will be paid \$10 per hour for eight (8) hours for each paid personal absence day to which they are entitled. Eligible Servers who became full time or were hired on or after November 1, 2013 will be paid eight (8) hours pay at their regular straight time hourly rate for each paid personal day to which they are entitled, through January 29, 2022, and \$10 per hour effective January 30, 2022.

Section 39.

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 40.

If a full-time employee does not use the personal absence days, the Club shall pay the employee for any unused days after the employee's anniversary date. A paid personal absence day taken shall be paid when the work week within which it is taken is paid. Employees are encouraged to use paid personal absence days during slow periods.

Section 41.

An employee who quits or is laid off and has not used or been paid for paid personal absence days in that calendar year shall receive payment for paid personal absence days at the rate of 1/12 of the employee's annual allotment, pursuant to the appropriate schedule in Section 38, for each month worked during that calendar year, provided that an employee who has worked or been paid for 200 days or more in that calendar year shall be entitled to that employee's full allotment.

Section 42.

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

**ARTICLE 10
LEAVES OF ABSENCE - FULL-TIME EMPLOYEES**

Section 43. Medical

Leaves of absence without pay for reasonable periods of time, not to exceed six (6) months or the employee's seniority, whichever is lesser, shall be granted by the Club for reasons of bona fide illness or disability, including pregnancy. Such leaves shall not affect the employees' seniority rights. When medical evidence is presented and additional leave is required, seniority will accrue for an additional three (3) months only. An employee eligible for leave under the Family and Medical Leave Act (FMLA) shall take that leave as 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.

Section 44. Military Leave

The parties agree to comply with all applicable Federal and state laws regarding Military Leaves for the employees of the Country Club of Detroit.

Section 45. Personal

Personal leaves of absence without pay, not to exceed, two (2) months, may be granted by mutual agreement between the Club and the employee. Such personal leaves shall not affect the employee's seniority rights. Personal leaves may be extended but seniority shall accrue for an additional three (3) months only.

Section 46.

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

Section 47.

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

**ARTICLE 11
SENIORITY - FULL-TIME EMPLOYEES**

Section 48.

- (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 seniority in the old classification as of the date of the transfer. An 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 at the Club shall be from the date of hire 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 49.

New full-time employees hired on or after April 11, 2008 are probationary employees and shall not acquire seniority until employed as a full-time employee for more than ninety (90) calendar days. New full-time employees hired prior to or on April 10, 2008 remain subject to a sixty (60) day probationary period. Upon completion of this probationary period, seniority shall be date of hire as a full-time employee.

Section 50.

Seniority rights terminate when an employee:

- (a) Quits or retires;
- (b) Is discharged for cause;
- (c) Fails to return to work from an approved leave of absence;
- (d) Is absent for three (3) consecutive scheduled days without notice except when the employee is unable to give notice due to circumstances beyond the employee's control, in which case the employee shall give notice as soon as possible, but in any event within ten (10) days;
- (e) Is laid off for a period equal to seniority or one year from the date of layoff, whichever is the lesser period of time. Employees in a department of the Club working less than the full operating year shall maintain seniority from year to year equal to the number of

consecutive years employed, provided they work at least sixty (60) days in each year unless laid off. Notwithstanding the foregoing, in the event the Club closes in whole or part for remodeling, renovation, repairs or similar purposes, seniority shall continue during the closed period, and the closed period shall not be considered as part of any layoff period for purposes of seniority expiration.

Section 51.

No part-time or seasonal employees shall 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.

Section 52.

The Club will provide the Union and the Union Steward with an updated seniority list, which will include email addresses it has, electronically in the first week of each quarter of each year. Lists will be provided in January, April, July and October. The Club will continue to introduce any newly hired bargaining unit employees to the Union Steward within the first week of their employment.

**ARTICLE 12
HEALTH - WELFARE - RETIREMENT**

Section 53. Culinary Plan, 345, Worker II Employees, and Worker III Employees

Effective January 1, 2021, the Club shall contribute \$2.24 per day, or part thereof, worked or paid, for each full-time employee for his or her first 90 days of employment after such employee's first date of employment. Contributions will be made to the Unite Here Health Fund.

The contribution above shall be maintained at \$2.24 per day through December 31, 2022.

Effective January 1, 2023 and through the expiration of this Agreement, the Club agrees to contribute the contribution rates necessary as determined by the Fund, to sustain benefits.

Effective June 1, 2008, the Club will only remit welfare contributions to the Fund on behalf of full-time employees.

The parties agree and understand that, if the appropriate welfare contribution rates are not paid, the Trustees of the Fund may eliminate benefits to otherwise eligible Participants and terminate the employer's participation pursuant to the Fund's Minimum Standards.

Section 53A. Full-Time Employees in First 90 Days

Effective January 1, 2021, for each full-time employee as described in Article 3, Section 10, the Club will contribute a minimum of eleven dollars and twenty cents (\$11.20) per calendar

week, or part thereof, in which such full-time employee worked until such full-time employee completes ninety (90) calendar days of employment from date of hire as a full-time employee at which time the full-time employee becomes eligible for contributions listed in Section 54 below.

The weekly contribution above shall be maintained at eleven dollars and twenty cents (\$11.20) through December 31, 2022.

Effective January 1, 2023 and through the expiration of this Agreement, the Club agrees to contribute the contribution rates necessary, as determined by the Fund, to sustain benefits.

Section 54. Culinary Plan, 345, Full-Time Employees After 90 Days

Effective January 1, 2021, 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 contribute \$44.72 per month, or part thereof worked or paid, for each full-time employee.

The monthly contribution above shall be maintained at \$44.72 through December 31, 2022.

Effective January 1, 2023 and through the expiration of this Agreement, the Club agrees to contribute the contribution rates necessary, as determined by the Fund, to sustain benefits.

The parties agree and understand that, if the appropriate welfare contribution rates are not paid, the Trustees of the Fund may eliminate benefits to otherwise eligible Participants and terminate the employer's participation pursuant to the Fund's Minimum Standards.

Section 55. Health Insurance

Effective September 1, 2021, in addition to the contributions set forth in Section 54, above, on the 91st 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 FULLY PAID FOR BY ANOTHER EMPLOYER; the Club will pay to the Health Insurance Plan in effect, as designated in writing by such full-time employee:

Five Hundred Eighteen Dollars and ninety-seven cents (\$518.97) per month or part thereof, worked or paid.

The Union and the Employer had agreed to renew BCN Basic w/EA effective September 1, 2021. The Employer will continue to pay \$518.97 through December 31, 2021, for its share of the premiums, fees and taxes to the plan, with each participating employee responsible for paying the remainder of the cost of single coverage, of \$4.50 per week for the first four weeks of each month, and the entire cost of two people or family coverage, if the employee selects such coverage, by weekly payroll deductions.

Section 56. Health Insurance Increases

Effective January 1, 2022, through August 31, 2022, the Club would be responsible to pay the entire premium of \$536.97 per month.

Effective September 1, 2022, the Club would be responsible to pay up to a maximum of \$569.19 which is a maximum of 106% of the amount it is paying on August 31, 2022.

Effective September 1, 2023, the Club would be responsible for paying up to a maximum of 106% of the amount it is paying on August 31, 2023.

The parties will remain willing to meet to consider alternatives to this Plan if the cost of the Plan results in significant increases in Employer and/or employee contributions. It is understood that if this Plan is not available after September 1, 2022, due to the ACA's requirements on carriers, or for any other reason, the Employer will notify the Union as soon as it is aware of that fact and the parties will meet to consider alternatives.

Section 57. Full-Time Employees, Monthly Culinary 345

Whether insured under the Club's health insurance plan, or covered as an individual or a dependent upon a comparable plan, the Club will continue the monthly culinary contributions as referred to in Section 54 above for each eligible full-time employee.

Section 58. 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 and part-time employees who are not eligible for employer paid health insurance coverage in conformity with Section 55 may enroll, if eligible, at the employee's expense, paid through payroll deduction.

Section 59. 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 200 or more days from date of hire as a full-time employee, the Club will pay for one month following layoff, the monthly contribution due at the rate then in effect for health insurance coverage for such full-time employee as provided for in Sections 55 or 56 of this Article, and the one (1) month contribution to the culinary plan as provided in Section 54 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, if

there is an annual closed period, for full-time employees who work ten months or more, 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 43 of this Agreement, the Club will contribute the monthly health insurance contribution at the rate then in effect for such full-time employee as provided in Sections 55 or 56 of this Article, and the monthly culinary contribution as provided in Section 54 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 60. Retirement Program, National Retirement Fund

From February 1, 2008 through October 31, 2012 while the Club participated in the National Retirement Fund, the Club converted to an hourly contribution rate. The contributions were as follows:

11/01/11	-	\$.93/hour worked or paid
05/01/12	-	\$1.12/hour worked or paid

Effective July 1, 2008, contributions were only made on behalf of full-time employees or employees classified as Worker II.

For full-time or Worker II employees hired on or after July 1, 2008, pension contributions began on the first day following 90 calendar days of employment.

For part-time employees, except employees classified as Worker II, that are promoted to a full-time employee on or after July 1, 2008, pension contributions began on the first day following 90 calendar days of employment as a full-time employee. If a Worker II employee was promoted to full-time employment, he/she would have been entitled to continue to receive contributions without interruption.

Section 60A. 401K

The Club withdrew from the National Retirement Fund on November 1, 2012. The Club has been making 401K contributions of \$.93 per hour worked for full-time employees and Worker II employees since January 1, 2013 and will continue to make those contributions for the term of this Agreement. The Club has amended the 401K Plan so that the bargaining unit employees can participate in it and so that they will be able to make additional contributions to the 401K Plan, on a voluntary basis.

The Club will match employee contributions on a \$1 to \$4 basis up to a maximum Club contribution of \$200 per year, per eligible employee, beginning January 1, 2018. This means

that if an employee contributes \$40 to the 401K Plan, the Club will contribute \$10 on his or her behalf.

Eligibility. To qualify for matching contributions by the Club, employees must have one (1) year of seniority and must be employed on the last day of the year. Eligible employees may contribute to the 401K Plan by payroll deduction. The matching contribution made by the Club will be paid once per year within sixty (60) days after the calendar year ends.

Vesting and Forfeiture. Employees whose employment with the Country Club of Detroit is terminated for any reason before any amount of any Club contribution made is vested will have the unvested portion of their account redistributed to the remaining participants in the 401K Plan, in accordance with the Plan's forfeiture rules. Contributions made by an employee are never forfeited, but are immediately vested. Vesting of Club contributions through matching vest under the Plan's vesting schedule.

Plan Documents. For more information concerning the 401K Plan, please see the Plan Documents as they control and cannot be superseded by any contrary oral representation or written document.

Section 61. Funds and Trustees

The parties agree that the culinary contributions described in this Article shall be submitted monthly, along with a report of the Employer data required by the Fund, no later than the fifteenth (15th) day of the month following the month for which the contributions are to be made. The parties agree, that except for the provisions of Section 63 below, they are to be bound by the Agreement and Declaration of Trust of the UNITE HERE Fund, as may from time to time be amended, and they do hereby irrevocably designate as their respective representatives on the Board of Trustees such Trustees named in said Agreement and Declaration of trust as Employer and Union Trustees respectively, together with their successors selected as provided therein, and agree to abide and be bound by all procedures and rules established and actions taken by the Trustees pursuant to said Trust Agreement. Any provision in this Agreement that is inconsistent with the Agreement and Declaration of Trust, or the Plan of Benefits, rules or procedures established by the Trustees, shall be null and void.

Section 62. Employee Data

The contributions provided in Sections 53, 53A, and 54 shall be paid monthly, together with a report of employee data prescribed by the Trust Fund 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 63. National Health Insurance

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

ARTICLE 13 GRIEVANCE PROCEDURE NO STRIKE - NO LOCKOUT

Section 64.

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

Step 1. Between the aggrieved employee, the steward, and the Club's designated representative.

Step 2. Between the aggrieved employee, the steward, a Union representative, and the Club's designated representative.

Step 3. If the grievance has not been satisfactorily settled during Step 1 or Step 2, within fifteen (15) working days following the alleged occurrence being grieved, the grieving party must reduce the grievance to writing specifying the provisions of the Collective Bargaining Agreement involved. Step 3 must be initiated by delivering the written grievance to the Club, not more than fifteen (15) 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 fifteen (15) working days following the delivery of the written grievance, the Club shall deliver a written response to the Union and the employee.

Step 4. Mediation. If a grievance is not settled after Step 3 of the Grievance Procedure, the Union must request Mediation by sending a written request to the Federal Mediation and Conciliation Service within ten (10) calendar days of the Union's receipt of the Employer's Step 3 Answer. Such request must be copied to the Employer. 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 seven (7) calendar days, excluding Holidays, of the Mediation.

Step 5. If the grievance has not been settled in Step 4, Mediation, 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 with 14 calendar days of the Club's Step 4 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 65.

The time limits in Section 64 are material and may be waived only by written agreement in each individual grievance.

Section 66.

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 67.

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 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 68.

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 69.

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.

**ARTICLE 15
MEALS - SHIFT DIFFERENTIAL - LOCKER ROOM**

Section 70.

The Club shall furnish one meal for an employee for each meal worked during times when the kitchen is open and operating. For such meal no charge will be made to the employee, and its cost will not be included on any report for income tax purposes.

Section 71.

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 p.m. and ending at 7:00 a.m.

Section 72.

The Club shall provide sanitary dressing rooms for all employees and may provide lockers with locks, the first key to be furnished free of charge for full-time employees. 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 16
UNIFORMS**

Section 73.

A black dress, white collar, white cuffs, and apron, or a white dress, and white apron or, black pants, black coat, white or black shirt, and black tie shall be considered the regulation uniform for a female server, bartender, housekeeper or locker attendant. Black pants, a black coat, a white or black shirt, and black tie shall be considered the regulation uniform for a male server, bartender, housekeeper, or locker attendant. In the summer, khaki pants or shorts may be approved as part of a regulation uniform for servers, bartenders, housekeepers and/or locker attendants.

Section 74.

The Club shall furnish kitchen uniforms it requires employees to wear. The Club will make aprons and chef coats available to employees working in the kitchen.

**ARTICLE 17
EMPLOYEE/UNION RIGHTS**

Section 75.

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

Section 76.

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

Section 77.

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

Section 78.

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 79.

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

Section 80.

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

Section 81.

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

Section 82.

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 18
SAVING PROVISION**

Section 83.

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 19
JURY DUTY - FULL-TIME EMPLOYEES**

Section 84.

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

An eligible full-time employee summoned and reporting for jury duty shall be paid an amount equal to the difference between the amount of straight time wages the employee otherwise would have earned by working on that day and the daily jury duty fee paid by the court, excluding travel allowances or reimbursement of expenses. The Club's obligation to pay an employee for jury duty is limited to a maximum of thirty (30) days in any year. In order to receive payment, the employee must give the Club prior notice and must furnish evidence that jury duty was performed. Effective January 1, 2005, jury duty pay for Servers who became full time before November 1, 2013 will be \$10 per hour, less the amount paid to the employee by the Court. Servers who became full time, or were hired on or after November 1, 2013 will be paid eight (8) hours pay at their regular straight time hourly rate for each day of jury duty to which they are entitled through January 29, 2022 and \$10 per hour, less the amount paid to the employee by the court, effective January 30, 2022.

**ARTICLE 20
BEREAVEMENT LEAVE - FULL-TIME EMPLOYEES**

Section 85.

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

If a full-time employee's father, mother, sister, brother, son, daughter, current spouse, grandparent, legal guardian, 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. Effective January 1, 2005, bereavement pay for Servers who became full time Servers before November 1, 2013 will be \$10 per hour. Servers who became full time or were hired on or after November 1, 2013, will be paid their actual rate of pay for any day of bereavement pay, to which they are entitled, through January 29, 2022 and \$10 per hour effective January 30, 2022.

**ARTICLE 21
TERM OF AGREEMENT**

Section 86.

This Agreement is effective November 2, 2021, and continues through January 31, 2024, 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 January 31, 2024, or any subsequent anniversary date. Upon giving notice, this Agreement shall terminate January 31, 2024, or subsequent anniversary.

UNITE HERE! LOCAL 24, AFL-CIO


By


Wanda Dukes

Business Representative

COUNTRY CLUB OF DETROIT

By


Craig Cutler, General Manager/
Chief Operating Officer

SCHEDULE A

**MINIMUM CLASSIFICATION RATES FOR EMPLOYEES
WITH AT LEAST 3 YEARS OF SERVICE**

	<u>10/31/21</u>	<u>10/30/22</u>
Bartender	\$16.57	\$17.32
Busperson	\$14.15	\$14.90
Cooks	\$17.17	\$17.92
Full-Time Locker Room Attendant	\$15.94	\$16.69
Housekeeper	\$16.54	\$17.29
Houseperson	\$16.42	\$17.17
Laundry	\$16.29	\$17.04
Pastry Chef	\$17.60	\$18.35
Server	\$6.28	\$6.78
Utility Worker	\$16.17	\$16.92
Full Time Valet	\$15.65	\$16.40

Utility Workers perform functions necessary including those of Silver Polishers, Potwashers, Dishwashers, Runners, Garbage Persons, Glass Washers, Kitchen Persons, Ice Persons, Coffee Makers, Vegetable Preparers, and General Kitchen Cleaning.

The rates in Schedule A reflect negotiated increases of \$.75 per hour on 10/31/21 and \$.75 per hour on 10/30/22, for all Hourly Employees other than Servers. The rates in Schedule A also reflect a \$.50 per hour increases on 10/31/21 and \$.50 per hour on 10/30/22 for Servers.

SCHEDULE B

**MINIMUM CLASSIFICATION RATES FOR FULL-TIME OR
PART-TIME EMPLOYEES HIRED ON OR AFTER APRIL 10, 2008**

- | | | |
|----|-------------|---------------------------------|
| A. | Bartender | Pastry Chef |
| | Busperson | Utility Worker |
| | Cooks | Valet |
| | Housekeeper | Full-Time Locker Room Attendant |
| | Houseperson | |

Minimum hiring rate – a rate not less than \$3.00 per hour below the current classification rate with the following progression:

\$.50 per hour increase after 90 days

\$.50 per hour increase after 1 year

\$.75 per hour increase after 2 years

Increase to current classification rate by 1st day of third year

- B. Servers:

Minimum Hiring Rate:

\$3.75 per hour after 1/1/21

\$4.25 per hour after 1/1/22

\$.25 per hour increase after 1 year

\$.25 per hour increase after 2 years

Increase to current classification rate after 3 years

SCHEDULE C

OTHER SPECIFIC WORKING CONDITIONS

I. OTHER SPECIFIC WORKING CONDITIONS

Bartenders and the Head Bartender shall continue to participate in a pool of all food and beverage sales in the Clubhouse upon which there are Service Charges. This Service Charge shall be pooled daily and the share of each Bartender who worked that day shall be allocated to the Bartender by being pro-rated by the number of his or her work hours for the day.

Servers will participate in their own pool of all food and beverage sales in the Clubhouse, upon which there are Service Charges. This Service Charge shall be pooled daily and the share of each Server who worked that day shall be allocated to the Server by being pro-rated by the number of his or her work hours that day.

The Service Charge for Banquets is to be distributed as follows:

- 15% to Servers
- 1% to Bartenders
- Remainder to the Club (if there is a Remainder)

The Service Charge for Ala Carte Dining is to be distributed as follows:

Through January 6, 2019:
15% to Servers
1% to Bartenders
Remainder to the Club (if there is a Remainder)

Beginning January 7, 2019:
16.5% to Servers
1.5% to Bartenders
Remainder to the Club (if there is a Remainder)

The Union has the right to examine documentation and to determine if distribution of the fixed service charge is made in accordance with this Schedule.

Dining room employees shall be permitted to work split shifts.

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

Management shall make every reasonable effort to staff banquets appropriately.

The Club shall make a list of all special functions and the prices to be charged therefore, accessible to employees, upon request.

A newly hired Server assigned to "shadow" an experienced Server for training purposes will not participate in the service charge pool and will be paid at least the applicable minimum wage per hour. A newly hired Server may be in this "shadow" training status for up to two weeks.

If the Club alters its operation to eliminate the automatic service charge, the parties shall negotiate appropriate changes in compensation and service charge policy.

If Club full-time and part-time Valets are working or are offered the opportunity to work, the Club may satisfy the need for additional Valets at functions where Club Valets are not available in sufficient numbers by engaging a valet service or using other sources to provide Valets to supplement, but not displace, Club Valets.

A line for a voluntary gratuity will be added to the carryout chits. Any voluntary gratuity given by a member on such a chit will be added to the daily pool of service charges. This issue could be revisited if requested by the Union.

SCHEDULE D

PART-TIME LOCKER ROOM ATTENDANT

Add the new classification of Part-Time Locker Room Attendant to the bargaining unit at the following wage schedule:

	<u>10/31/21</u>	<u>10/30/22</u>
Maximum Hourly Hiring Rate	\$10.64	\$11.39
Minimum Hourly Rate After 90 Days of Employment as Part-Time Locker Room Attendant	\$11.12	\$11.87
Minimum Hourly Rate After 1 Year of Employment as Part-Time Locker Room Attendant	\$11.62	\$12.37
Minimum Hourly Rate After 2 Years of Employment as Part-Time Locker Room Attendant	\$12.37	\$13.12
Minimum Hourly Rate After 3 Years of Employment as Part-Time Locker Room Attendant	\$13.37	\$14.12

LETTER OF UNDERSTANDING

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:

- (1) All testing shall be non-invasive and conducted by qualified professionals under conditions that ensure the employee's health, safety, privacy and dignity.
- (2) All testing shall be done on paid time and, whenever possible, during the employee's normal work schedule.
- (3) All testing shall be at the Club's expense.
- (4) The employee is entitled to the presence of a union steward, during work time, on request.
- (5) The 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.