

**AGREEMENT BETWEEN  
THE VILLAGE CLUB**

**AND**

**UNITE HERE! LOCAL 24**

**EFFECTIVE: NOVEMBER 1, 2018  
TERMINATION: OCTOBER 31, 2023**

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## **AGREEMENT**

This Agreement, made as of the 1<sup>st</sup> day of November, 2018, between the Village Club, located at 190 East Long Lake Road, Bloomfield Hills, Michigan, 48304, hereinafter referred to as the "Club" and Unite Here Local 24, hereinafter referred to as the "Union."

### **ARTICLE 1**

#### **RECOGNITION – UNION MEMBERSHIP**

##### **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 as defined by the National Labor Relations Board Certification dated December 23, 1993, and made part of the Agreement, excluding managerial, confidential, administrative, office clerical, supervisory employees, and guards as defined in the National Labor Relations Act.
- (b) The parties to this Agreement recognize that, regardless of classification, all employees will perform the appropriate tasks necessary in order to provide first quality and efficient service to the Club's members and guests.

##### **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 31st calendar day of employment.

## **ARTICLE 2**

### **CHECK-OFF OF UNION DUES**

#### **Section 3. Union Dues.**

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 (15<sup>th</sup>) day of each month, forward a check to the Union of amounts checked-off together with a statement on forms supplied by the Union, setting forth the names, addresses, job classifications, and social security numbers of the employees. 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**

### **WORKWEEK – HOURS OF WORK – REPORTING FOR WORK – DEFINITION OF FULL TIME AND PART TIME**

**Section 4.** Except as provided herein, eight (8) hours of work shall constitute a normal work day and six (6) days shall constitute a normal workweek for full-time employees, as hereafter defined, although the Club will make its best effort not to schedule Full Time Servers six (6) days per week. This shall not be construed as a guarantee of a number of hours of work per week or per day.

**Section 5.** The Club shall designate one (1) day in its workweek as a regular day off for each Full Time employee. The Club shall not be required to designate the same day off for each Full Time employee, nor is there any obligation of the Club to schedule or work an employee on a sixth (6<sup>th</sup>) or seventh (7<sup>th</sup>) day in a workweek.

**Section 6.** The Club's workweek is a 7 day period beginning Monday at 12:00 A.M. and ending at 11:59 P.M. on the following Sunday. Although the Club has a 7 day workweek, it will usually continue to be open for regular business only 6 days in that 7 day workweek. However, the Club will need to continue to be receptive to scheduling special events like Wakes, or Memorial Services on days when the Club would normally be closed.

**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 forty-five (45) days and upon seven (7) days' notice to the employee. Schedule changes can be made on less than seven (7) days' notice only when necessary by virtue of unforeseen circumstances, with prior notice to the Union.

Section 7(a). The Club will use its best efforts to maintain Full Time employees regular work schedules and days off, and to maintain the staff's five (5) day workweek, but this is not a guarantee. The Club has the right to work employees 6 days in a workweek at straight time until the employee works over 40 hours in that workweek, as long as the Club posts the changes on their schedule in accordance with this Agreement. When schedule changes are needed to accommodate member business, the Club will use its best efforts to follow seniority of those qualified to work the function, but retains the right to work the staff without regard to seniority should no employee volunteer to work.

Section 8. All employees shall be paid weekly.

Section 9. An employee reporting for work shall be paid four (4) hours, even if the Club sends the employee home due to shortage of work. This provision shall not apply in case of an emergency caused by fire, flood, riot, civil commotion or Acts of God. Severe weather is an Act of God. An employee reporting for work during an emergency shall be paid for all hours actually worked and not less than one-half (1/2) the employee's regular rate of pay for the day. However, if the employee was contacted at his or her residence of record at least two (2) hours prior to his or her shift start time and advised not to report for work, the minimum pay provision shall not apply.

Section 10. Only bargaining unit employees shall perform the work covered by this Agreement, except during relief period, which includes shutdown, absenteeism, sickness, rush periods and in cases of emergency. Notwithstanding the above, the Club will have the discretion to outsource the laundry work.

Section 11.

(A) A Full Time employee is one who is regularly scheduled to work thirty-two (32) hours or more during weeks when the Club is open.

(B) A Regular Part Time employee is one who is regularly scheduled to work less than thirty-two (32) hours per week, during weeks when the Club is open.

(C) The Club will not use two or more employees when the Club's required work can be performed by one eight-hour employee.

(D) Part Time and Extra employees working eighteen (18) of twenty-two (22) consecutive weeks of four (4) or more days of eight (8) or more hours a day will become eligible to become Full Time employees, if they request full time status.

(E) To facilitate the employment of qualified banquet servers, to assure qualified personnel of an efficient system of locating employment, and to assure the Club of a regular source of available banquet employees, extra employees to staff

banquet functions, have been afforded the opportunity to work. Extra employees shall not accumulate or maintain seniority, shall not be deemed regular employees of the employer and/or part of the bargaining unit, but shall receive the rate of pay provided for under the Collective Bargaining Agreement and such other benefits as are specifically provided hereunder for such employees. The Collective Bargaining Agreement shall not be applicable to Extra employees, but Extra employees, excluding casual employees, may pay a permit fee to the Union for each event worked, if they choose to do so. The Club agrees to deduct the permit fee from the employees where the employee has signed a card voluntarily authorizing the deduction as provided in Article 2, Section 3, not to exceed two (2) deductions per workweek.

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

(F) Parties will be rotated fairly between the Full Time and Part Time servers in a grid format maintained by the employees and posted. If the server is not at work, they will lose their turn. When extras are used on a shift, the service charge for servers will be pooled for that shift and will be split among the servers that worked that shift. The Club can defer a Full Time or Part Time employee's turn to work a party, due to Member request, or the need to satisfactorily serve the function. The Club has discretion to establish a mid-shift as required for special events like the Holiday Tea Party.

The Shifts are:

Monday – Saturday

Breakfast	7:00 AM – 10:59 AM
Lunch	11:00 AM – 4:59 PM
Dinner	5:00 PM – Close

Sunday

Brunch Times vary depending on the Season and Holiday

Current servers will be defined as Full Time, Part Time or Extra.

**ARTICLE 4**

**MERIT INCREASES – SCHEDULE OF WAGES  
AND SPECIFIC WORKING CONDITIONS**

Section 12. Wages can be raised by the Club for superior knowledge, ability and performance.

Section 13. The list of job classifications does not mean or require that the Club must hire employees in each classification.

Section 14. An employee who works more than sixty (60) minutes during a shift in a rated job classification shall be paid at the higher rate for all hours worked in that higher classification.

Section 15. An employee can work in a lower rated job classification, provided the employee is paid the higher rate.

Section 16. An employee receiving a higher wage rate, 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.

Section 17. New employees will be paid not less than the scheduled rates from date of hire except as otherwise provided in the attached Schedules.

Section 18. Except as provided in Section 16, no extra-contractual benefit, condition, or practice of employment, past or future, is enforceable under this Agreement by the Club or the Union unless committed to writing and signed by the employing Club and the Union; provided, that any such writing shall not be effective beyond the term of this Agreement. All past practices including, but not limited to those regarding scheduling, paying premiums for events and/or services, vacation scheduling, bumping, or rejecting assignments have been terminated, unless they have been written into the new Contract.

Section 19. Work schedules for kitchen employees will be posted as they have been in the past. Work schedules for Dining Room and Lounge employees shall be posted by the Friday before the following workweek. The Club shall schedule Full Time, Part Time, and then extra employees when making the schedule.

Section 20. Employees may make wage assignments to any Credit Union designated by the Club.

## **ARTICLE 5**

### **OVERTIME PROVISIONS**

Section 21. Time and one-half (1-1/2) shall be paid for all hours worked in excess of forty (40) hours in any one (1) workweek. Paid time off, i.e., holiday pay, vacation pay, bereavement pay and paid personal, absence/sick days shall not be considered time worked for the purpose of calculating overtime pay.

Section 22. Full Time employees may be requested, but shall not be required to work seven days in 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 employee volunteers, the Club shall have the right to require the least senior qualified Full Time employee to perform the work.



**ARTICLE 6**

**NEW YEARS EVE OVERTIME PROVISIONS – ALL EMPLOYEES**

Section 23. Employees will be paid time and one-half (1-1/2) for hours worked on New Year's Eve before and after midnight.

**ARTICLE 7**

**VACATIONS**

Section 24.

(A) The Club shall grant Full Time employees vacations with pay as follows:

1 year of seniority	1 week
After 2 years	2 weeks
After 10 years	3 weeks
After 18 years	4 weeks

To receive full vacation pay, the employee must work forty-four (44) workweeks within a fifty-two (52) week period from May 1 to April 30; provided no vacation is due before one (1) year of service. A workweek is defined as three (3) days or more worked. Full Time employees working between 20 and 40 workweeks within a fifty-two (52) week period shall receive a prorated vacation for eligible vacation weeks.

Tipped employees whose regular straight time rate of pay is below the minimum wage in effect at that time, will be eligible for vacation pay at forty (40) hours at straight time rate plus one hundred percent (100%) of current straight time rate for forty (40) hours.

(B) An employee discharged, except for proven dishonesty or proven assault, after working fifty (50) or more days within the current contract year, shall be paid one (1) day of vacation pay for each fifty (50) days worked. An employee discharged for proven dishonesty or proven assault shall not be entitled to this benefit.

(C) An employee who quits, or is laid off after working fifty (50) or more days within the current contract year shall receive one (1) days' vacation pay times the number of weeks of vacation to which the employee would otherwise be entitled, provided the employee gives two (2) week's written notice of the intention to quit, up to the maximum of such employee's entitlement.

Section 25. Employees granted permission to take vacations during operational periods shall receive vacation pay at the time vacation is taken. Staff who are entitled to more than three (3) weeks of vacation are required to take one (1) week of their vacation during the annual close down. The Club may restrict vacations during the months of April and December, its peak operational periods. The Club shall not

unreasonably deny permission to take vacation; vacations in operational periods shall be taken in accordance with seniority. The year will be measured May 1<sup>st</sup> for the purpose of entitlement to vacation and vacation pay shall be prorated from anniversary hire date to the beginning of the next fiscal year. Vacation must be taken within the year or it will be lost. Vacation will not be carried over into a succeeding year.

## **ARTICLE 8**

### **HOLIDAYS**

Section 26. Full Time employees with ninety (90) days of seniority and Part Time employees who transfer to Full Time status and have a combined ninety (90) days of employment will be paid straight time for the following holidays if not worked and double time for all hours worked:

New Year's Day	Thanksgiving Day
Memorial Day	Christmas Eve
Independence Day	Christmas Day
Labor Day	Easter

Section 27. To be eligible for holiday pay, a Full Time employee must work in full the last scheduled work day preceding and the first scheduled work day following the holiday unless excused by the Club.

Section 28. A Full Time employee laid off shall be paid for a holiday if it occurs within fifteen (15) calendar days of layoff.

Section 29. If a holiday falls during a period of vacation, a Full Time employee shall receive an extra day of pay.

Section 30. If a Full Time employee fails to work a scheduled holiday, pay for that day is forfeited, unless the employee is excused in writing by Club management.

Section 31. Part Time employees shall be paid time and one-half (1-1/2) for all hours worked on a holiday.

## **ARTICLE 9**

### **PAID PERSONAL ABSENCE/SICK DAYS**

Section 32. The Club shall grant employees hired prior to May 1, 1994, when they become Full Time employees paid personal absence/sick days as follows provided they are employed at the Club on the effective date of this Agreement. Part Time employees on the payroll as of May 1, 1994, will also be granted the following personal absence/sick days when they obtain Full Time status:

- (A) Six months, but less than two years of service – 3 days per year

- (B) Two years, but less than three years of service – 5 days per year
- (C) Three or more years of service – 6 days per year

Employees hired Full Time before March 1, 2008 will be paid personal absence/sick days as follows:

- (A) One year of service – 3 days
- (B) Two years or more – 6 days

For Full Time employees hired on or after March 1, 2008:

- (A) Two years – 2 days
- (B) Three years – 3 days
- (C) Four years or more – 5 days

To receive the eligible number of personal days, employees must work forty (40) workweeks within fifty-two (52) week period from May 1 to May 1. A workweek is defined as three (3) days or more worked. Full Time employees working between 20 and 40 workweeks within fifty-two (52) week period shall receive personal days on a prorated basis.

Servers will receive \$6.15 per hour for personal absence/sick days. All other employees will receive their regular straight time rates for personal absence/sick days.

Section 33. 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/sick days shall not be taken consecutively without permission of the Club.

Section 34. If Full Time employees do not use the personal absence/sick days they are entitled to in a year, the Club shall pay for any unused days they are entitled (per Section 32) or a maximum of six (6) days, whichever is less. A paid personal absence/sick day taken shall be paid in the workweek taken. Payment for unused days, to a maximum of six (6) shall be made at the end of the Club's fiscal year.

Section 35.

(A) An employee who quits or is laid off, and who has earned but not been paid for a personal absence day will receive payment for one (1) day for every sixty-six (66) days worked or paid.

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

## **ARTICLE 10**

### **LEAVES OF ABSENCE – FULL TIME EMPLOYEES**

**Section 36. Medical.** For seniority employees, 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 employee's seniority rights. When medical evidence is presented and additional leave is required, seniority will accrue for an additional three (3) months only.

**Section 37. 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 38.** An employee who has vacation accrued at the time of leave may elect to include such vacation in the time off.

**Section 39.** All leaves and extensions must be in writing, signed by the Club and the employee, and a copy sent to the Union.

**Section 40.** A military service leave of absence will be granted to an employee serving in a branch of the U.S. Military according to State and Federal Law as long as the employee presents proof of military duty required.

## **ARTICLE 11**

### **SENIORITY – FULL TIME EMPLOYEES**

#### **Section 41.**

(A) The Club recognizes seniority for Full Time employees in specific job classifications and employees shall, whenever reasonably possible, be 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 economically feasible, 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. 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 at the Club shall be calculated 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.

(E) The seniority list for Full Time workers shall be posted in an area to which employees have access.

(F) Promotions within the bargaining unit are only available to employees who have accrued six (6) months house seniority.

1. When the Club determines that a vacancy exists, the vacancy shall be posted as a promotional opportunity. Employees shall be awarded promotional opportunities for which they are qualified before new employees are hired. The qualifications required for a position will be determined by the Club; such determination shall not be arbitrary or capricious.

2. When more than one employee desires a particular promotional opportunity, the Club will consider the employee's house seniority, qualifications to perform the work satisfactorily, as solely determined by the Club, and employment record. When the aforementioned criteria are relatively equal, as solely determined by the Club, the employee with the greater seniority shall be promoted.

3. A "promotional opportunity" shall be deemed to be a transfer to another classification in which the transferred employee has an opportunity for increased income or for subsequent job progression.

4. Permanent vacancies to be filled by promotion under this section shall be posted for seven (7) days in locations to which employees have regular access. The Club may fill the vacancy temporarily during this period.

5. If the employee notifies the Club that he/she does not desire to remain in the promoted position or an employee promoted under this Section cannot perform satisfactorily the work of the job to which promoted, as solely determined by the Club, the employee shall be transferred back to the employee's former job, shift and station, within thirty (30) shifts worked after the date of the promotion. Should the above provision be exercised by the employee, the employee is precluded from applying for a promotion for twelve (12) months.

#### Section 42.

(A) New employees hired in the unit shall be considered as probationary employees for the first ninety (90) calendar days of their employment. The ninety (90)

calendar day probationary period shall be accumulated within not more than one (1) year from the first day worked. When an employee finishes the probationary period, he/she shall be entered on the seniority list of the unit and shall rank from the ninety (90) calendar days prior to the day he/she has completed the probationary period. There shall be no seniority among probationary employees. Days of absenteeism, regardless of the reason for absenteeism, shall not be counted toward fulfillment of the ninety (90) calendar day requirement.

(B) The Union shall represent probationary employees for the purposes of collective bargaining in respect to rates of pay, wages, and hours of employment. Discipline of probationary employees shall not be subject to the Grievance Procedure. The Club shall have the right to discharge probationary employees with or without cause and such discharge is not subject to the Grievance Procedure.

Section 43. 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 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 or is not working for a period equal to seniority or one year from the date of layoff or date of not working, whichever is the lesser period of time.

Section 44. No Part Time employee 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 job classification.

Section 45. A Part Time employee who has worked at least thirty (30) days is qualified and has requested consideration for a Full Time position shall have preference to a Full Time position over new hires.

## ARTICLE 12

### HEALTH, DENTAL, OPTICAL, LIFE, DISABILITY INSURANCE AND 401K PLAN

Section 46.

(A) Full Time employees will be eligible for coverage under a Group Health Insurance Plan beginning on their 91<sup>st</sup> day of employment.

The Club will continue its current health insurance contribution of \$410.00 per month paid directly to the carrier for eligible Full Time employees for the term of this Agreement. All employees eligible for health insurance, who elect health insurance coverage, will contribute the difference between the cost of the premiums, fees and taxes for their coverage, and the Club's contribution by payroll deduction. The employees have been allowed to select the health insurance plan that will be in effect for them beginning April 1, 2016, in accordance with the requirements of the carrier.

Effective April 1, 2016, the Union and the Club have agreed to convert to BCN/HMO/PCP Focus Gold 1500. The parties remain willing to meet to consider alternatives to this plan if the cost of the plan, in future years, results in significant increases in employee contributions, or if savings to the Club and/or the employees can be achieved. It is understood that if this plan is not available in the future, due to the ACA's requirement on carriers, or any other reason, the Club will notify the Union as soon as it is aware of that fact and the parties will meet to consider alternatives.

(B) If additional savings to the Club are achieved through the Patient Protection and Affordable Care Act subsequent to 2015, the Club agrees to bargain with the Union regarding the allocation of such savings to bargaining unit members.

Section 47. Effective on the first day of the first full month following ninety (90) calendar days of employment as a Full Time employee, the Club will provide Dental insurance through United Healthcare. Part Time employees who had dental and vision benefits under the prior contract will be allowed by the Club to continue those benefits, at their own expense, if they are eligible under the terms and conditions of the plan set by the carrier.

Section 48. Effective on the first day of the first full month following ninety (90) calendar days of employment as a Full Time Employee, the Club will provide life insurance in the amount of \$10,000.00, accidental death and dismemberment insurance in the amount of \$10,000.00, and short term disability insurance for 26 weeks in the amount of \$150 per week.

Section 49. Effective on December 31, 2012, the Club shall have withdrawn from the Unite Here National Retirement Fund and shall make the following contributions for eligible employees to the Club's 401K Plan in accordance with the Plan's terms and conditions:

- (A) Effective February 1, 2018 -- \$.25 per hour for all hours worked by an eligible employee, up to forty (40) hours in a workweek.
- (B) Effective May 1, 2022 -- \$.30 per hour for all hours worked by an eligible employee, up to forty (40) hours in a workweek.

Section 50. Layoff – Leave – Resignation and Discharge.

(A) In the event of a layoff, the Club shall continue to contribute the monthly amount of the health insurance cost as provided in Section 46, and the monthly

contributions to provide Dental, Vision and Life Insurance coverage under Sections 47 and 48 for an eligible employee for the month following said layoff.

(B) If an eligible employee is on an approved leave for reasons of *bona fide* illness or proven temporary disability in accordance with the terms and conditions of this Agreement, or a leave provided under the Family and Medical Leave Act, the Club will continue paying \$410 toward the monthly amount of the cost of the health insurance premium, fees and taxes as provided in Section 46 and/or the monthly contribution for the Dental, Vision and Life Insurance under Sections 47 and 48 for the first three (3) months of said approved leave.

(C) Those employees eligible for the Health Insurance Plan as provided in Section 46 above and/or for the Club's contributions for Dental, Vision and Life Insurance as provided in Sections 47 and 48 who shall take or will be on leave of absence, exclusive of the first three (3) months of an approved leave of absence for reasons of *bona fide* illness or proven temporary disability, or a leave provided under the Family and Medical Leave Act, or on a temporary layoff under Section 50(A) shall be permitted to contribute to said coverage at their own option and their own expense for a period as provided by law.

(D) An eligible employee who quits or is discharged shall not be entitled to any additional contribution to the Health Insurance, Dental, Vision and Life Insurance Plans.

### **ARTICLE 13**

#### **GRIEVANCE PROCEDURE – NO STRIKE – NO LOCKOUT**

Section 51. Any dispute arising out of any of the provisions of this Collective Bargaining Agreement during this 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. Back pay liability shall be limited to sixty (60) days from the date of the grievance.



**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. Arbitration.** 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 delivering a written demand for Arbitration to the Club within forty-five (45) days of the delivery of the Club's written response. A single Arbitrator, whose decision shall be final and binding, shall be selected in accordance with the policies, functions and procedures of the Federal Mediation and Conciliation Service. The parties shall share the costs and fees of the Arbitrator equally, and shall pay their own respective costs.

**Section 52.** The time limits in Section 51 are material and may be waived only by written agreement in each individual grievance.

**Section 53.** 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 54.** 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, slowdown, stoppage of work, or picketing or any other interference with the conduct of the Club's business, for any reason whatsoever.

**Section 55.** The Club agrees that it shall not lock out any employees for any reason whatsoever and agrees that discipline of any employee shall be for just cause.

## **ARTICLE 14**

### **MANAGEMENT'S RIGHTS**

**Section 56.** The Club shall remain vested with full and exclusive control and direction of the management and operation of the Club and its employees and the right to direct the work force and determine the policies and methods of operating its business, subject to the limitations in this Agreement. Included in these managerial rights, but not limited thereto, are the rights:

(A) To decide the number and type of machines, equipment, material, products, and supplies, to be used or operated.

(B) To determine the extent to which the Club and/or its equipment, and the various departments and sub-departments thereof, shall be operated, expanded, reduced, discontinued, merged, liquidated, or relocated.

(C) To decide the amount of supervision and direction of the working force.

(D) To be the sole and final judge of the qualifications of all applicants, with the absolute right to select and determine the employees it will hire.

(E) To determine staffing levels for a department.

(F) To establish or revise work schedules.

(G) To introduce new, different, or improved methods and procedures in its operation, and to otherwise generally manage the business.

(H) To conduct alcohol or drug testing of employees in accordance with its policy.

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

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

The Club and Union agree that employees must refrain from instigating any and all familiarity between themselves and Club members and guests. Grievances and personal problems shall not be discussed with Club members or guests under any circumstances.

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

## **ARTICLE 15**

### **MEALS –SHIFT DIFFERENTIAL –LOCKER ROOM**

Section 57. The Club shall furnish one meal for each meal worked. Meals are to be eaten on Club time when employees are not busy and at such time as not to interfere with the efficient operation of the Club. Time for meals shall not exceed one-

half (1/2) hour for each meal. 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. Employees scheduled only one meal period shall receive two (2) fifteen (15) minute breaks in lieu of the second meal period.

Section 58. The Club shall provide sanitary dressing rooms for all employees and shall provide lockers with locks, the first keys to be furnished free of charge for all employees. The Club shall be responsible for any losses sustained by employees because of the Club's failure to comply with this provision. No locker inspection shall be held without the employee or shop steward or designee accompanied by the manager or designee.

## **ARTICLE 16**

### **UNIFORMS**

Section 59. Black dress, white collar, white cuffs and apron, or white dress and black apron shall be considered the regulation waitress uniform. Black pants, white shirt and black coat shall be considered the regulation waiter uniform. Black pants, white shirt, and black tie shall be considered the regulation bartender uniform. All other uniforms required shall be furnished by the Club. The Club shall provide one pair of tuxedo pants, a white tuxedo shirt, a black vest and a tie once a year to wait staff.

Section 60. 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 17**

### **EMPLOYEE/UNION RIGHTS**

Section 61. No employee shall be discriminated against, disciplined or discharged for efforts to enforce this Agreement or for Union activity.

Section 62. The Club shall post the address of the occupational health clinic or a list of hospitals in the area for employees who may sustain injury while on the job.

Section 63. 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 64. 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 in the Club.

Such activity may be conducted during normal 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. The shop steward shall be designated in writing as such by the Union.

Section 65. 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 66. 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 67. The Club shall provide a bulletin board for Union information to employees in an area accessible to them.

Section 68. 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, provided they are not able to return to work.

## **ARTICLE 18**

### **SAVING PROVISION**

Section 69. 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**

Section 70. A Full Time employee employed for one (1) year and having worked at least two hundred (200) days, 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 contract year. In order to receive payment, the employee must give the Club prior notice and must furnish evidence that jury duty was performed.

**ARTICLE 20**

**BEREAVEMENT LEAVE**

Section 71. 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 pay. A day paid is considered a day worked. If a Full Time employee's current spouse or child dies the employee shall receive a bereavement leave of five (5) consecutive regularly scheduled work days with pay for purposes of attending the funeral. A Full Time employee, with one (1) year of service, whose father, mother, sister, brother, grandparent, grandchild, legal guardian, or parent of current spouse dies, shall be granted a bereavement leave of not more than three (3) consecutive regularly scheduled work days with pay, for purposes of attending the funeral.


**ARTICLE 21**

**TERM OF AGREEMENT**

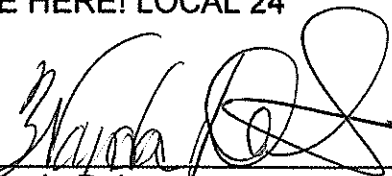
Section 72. This Agreement is effective November 1, 2018 and will continue through October 31, 2023, unless either party serves notice in writing by certified mail on the other party not more than ninety (90) calendar days, nor less than sixty (60) calendar days prior to October 31, 2023 or any subsequent anniversary date. Upon giving notice, this Agreement shall terminate on October 31, 2023, or subsequent contract year end.

Signed at Bloomfield Hills, Michigan, this 3 day of December, 2019.

THE VILLAGE CLUB

By:   
Stan Pena  
General Manager

UNITE HERE! LOCAL 24

By:   
Wanda Dukes  
Business Representative

**SCHEDULE A – MINIMUM CLASSIFICATION  
RATES FOR KITCHEN EMPLOYEES**

<u>Classification</u>	<u>2/26/18</u>	<u>5/1/19</u>	<u>9/7/20</u>	<u>9/6/21</u>	<u>9/5/22</u>
Cook	\$14.65	\$14.95	\$15.25	\$15.55	\$15.90
Pantry	\$14.35	\$14.65	\$14.95	\$15.25	\$15.60
Utility	\$13.55	\$13.85	\$14.15	\$14.45	\$14.80

Except for those employees whose terms and conditions are negotiated individually, any employee currently receiving higher rates shall receive the increased increments as above.

Newly hired employees may be hired at eighty percent (80%) of the rate in effect at time of hire and must be employed a minimum of seven (7) months before receiving the post-ratification increase or an annual increase.

## SCHEDULE B – MINIMUM CLASSIFICATION RATES FOR DINING ROOM EMPLOYEES

<u>Classification</u>	<u>2/26/18</u>	<u>5/1/19</u>	<u>9/7/20</u>	<u>9/6/21</u>	<u>9/5/22</u>
Head Bartender (Terms and conditions negotiated individually and a copy sent to the Union.)					
Bartender	\$13.80	\$14.05	\$14.30	\$14.55	\$14.80
Bus person/ Houseperson	\$12.50	\$12.70	\$12.90	\$13.10	\$13.30
Host person	\$13.00	\$13.30	\$13.60	\$13.90	\$14.25
Server	\$5.00	\$5.10	\$5.20	\$5.30	\$5.40

Except for those employees whose terms and conditions are negotiated individually, any employee currently receiving higher rates shall receive the increased increments as above.

In order to provide timely service to members and guests, Servers may be needed to make cocktails, in situations where Bartenders are overwhelmed or when a Bartender is not scheduled.

Bartenders will continue to receive the Server allocation of the Service Charge plus the Bartender allocation of the Service Charge when the Bartender is taking care of the table. Effective May 1, 2020, Servers will receive the Bartender's share of the gratuity when a Bartender is not scheduled.

Newly hired employees may be hired at eighty percent (80%) of the rate in effect at time of hire and must be employed a minimum of seven (7) months before receiving the post-ratification increase or an annual increase.

**Cake Fee:** Servers will not add any cake cutting fees directly to a guest's check. In place of that, they make a note of it at the bottom of the check. The accounting department will add it up later. Servers will be entitled to a cake cutting fee of \$.50 per person.

**Corkage Fee:** If members bring in their own wine/champagne, the server shall be entitled to a service charge of 15% of any corkage fee collected.

**SCHEDULE C – MINIMUM CLASSIFICATION  
RATES FOR ALL OTHER EMPLOYEES**

<b><u>Classification</u></b>	<b><u>2/26/18</u></b>	<b><u>5/1/19</u></b>	<b><u>9/7/20</u></b>	<b><u>9/6/21</u></b>	<b><u>9/5/22</u></b>
Housekeeping	\$13.10	\$13.40	\$13.70	\$14.00	\$14.35
Laundry/Utility	\$13.00	\$13.30	\$13.60	\$13.90	\$14.25
Maintenance/ Grounds	\$14.50	\$14.80	\$15.10	\$15.40	\$15.75
Valet – tipped	\$7.75	\$7.95	\$8.15	\$8.35	\$8.55

Except for those employees whose terms and conditions are negotiated individually, any employee currently receiving higher rates shall receive the increased increments as above.

Newly hired employees may be hired at eighty percent (80%) of the rate in effect at time of hire and must be employed a minimum of seven (7) months before receiving the post-ratification increase or an annual increase.



## SERVICE CHARGE DISTRIBUTION

A la carte	Servers	15% on all food and beverage
	Bartender	1% on all food and beverage
	Buspersons	1% on all food and beverage
	House	1% on all food and beverage
Banquet/Pooling Nights	Servers	15-1/2% on all food and beverage
	Bartender	1% on all food and beverage
	Buspersons	1-1/2% on all food and beverage
	House	1% on all food and beverage

On all holidays the servers will pool their gratuity.

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

The Club will include a line for extra gratuities on the member's checks to be directed to a specific employee or employees. If the gratuity to a specific employee is not set forth, the extra gratuity goes to the server.

A gratuity left by a member over 18% for a la carte service will be paid directly to the server.

When Extras are used on a shift, the service charge for servers will be pooled for that shift and will be split among the servers that worked that shift.

The Union shall have the right to determine if distribution of all tips is made in accordance with the foregoing provisions.

A 5% gratuity on carryout orders shall be paid to the employee who assembles such order.

## PARKING CHARGES

The Club at its discretion may assess a parking charge for functions. When it does, it will pay \$1.00 per person from each parking charge that it collects for events, into a pool for distribution to the Valets that work that day. When the Club charges a parking fee for an event, it will specify on the Contract for the event that the parking fee does not include a gratuity for the valets.

## **LETTER OF UNDERSTANDING**

### **Benefits for Part Time Employees**

The Part Time employees listed below will be allowed to continue their vision and dental benefits, at their own expense, as long as they remain eligible under the terms and conditions of the plan, set by the carrier.

Patty Belton (for employee and spouse)  
Michael Jones  
Paul Lowe  
Sean Murphy