

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

**THE DETROIT ATHLETIC CLUB
241 MADISON AVENUE
DETROIT, MI 48226-2192**

AND

**UNITEHERE!
LOCAL 24
300 RIVER PLACE, SUITE 2700
DETROIT, MI 48207-4472**

EFFECTIVE MAY 1, 2021 THROUGH APRIL 30, 2024

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AGREEMENT

THIS AGREEMENT, made as of the 1st day of May, 2021, between the Detroit Athletic Club located at 241 Madison, Detroit, Michigan, 48226, referred to as the "Club" and UniteHere! Local 24, AFL-CIO referred to as the "Union."

ARTICLE 1 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 banquet, bar, dining room, kitchen, locker room, housekeeping, and clubhouse employees, excluding culinary students, managerial, confidential, administrative, office clerical, and supervisory employees as defined in the National Labor Relations Act.
- (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 provision 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 Hiring

In order to facilitate the employment of banquet servers and bartenders, to assure qualified personnel of an efficient system of locating employment, and to insure the Employer of a regular source of available banquet employees, the Employer shall establish a list of employees ("B List" employees) to staff banquet functions after its regular banquet employees have been afforded the opportunity to work. The B List shall be established to supplement full and part-time banquet servers and bartenders and not displace regular opportunities for the following Club events: Auto

Show, Easter, Mother's Day, Back to the Club Night, New Year's Eve, major sporting events and concert events. In the event the B List is more regularly used, the Union and the Club will meet to discuss full-time and part-time work opportunities. B List employees shall not accumulate or maintain seniority. 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 and appropriate gratuity split, where applicable, under the Collective Bargaining Agreement. All B List Servers will continue to receive Michigan's Minimum Wage for Tipped Employees for the term of this contract.

B List employees may be requested by the Union to pay a permit fee to the Union for each event worked. The employer agrees to deduct the permit fee from the employee's paycheck where the employee has signed a card voluntarily authorizing the deduction as provided in Section 4. Where the DAC should obtain employees through an agency and the DAC does not pay such employees directly, the Union and the agency shall make arrangements for the permit fee deduction for employees who choose to do so.

ARTICLE 2 CHECK-OFF OF UNION DUES

Section 4.

The Club shall deduct from the pay of each employee who authorizes deductions, membership dues, including initiation and reinstatement fees, in sums that may be established by the Union in accordance with its Constitution and By-Laws. No deduction shall be made unless the employee has signed an authorization card for such a deduction. The employee may revoke this written authorization, by written notice to the Club and the Union, at any time according to the terms of the authorization card. If no notice of revocation is given, the authorization shall remain in effect. All deductions authorized shall be made from the employee's first paycheck each month and then from each successive paycheck during the month until the employee's billed obligation is paid in full. The Club shall, by the fifteenth (15th) day of each month, forward a check to the Union of amounts checked off together with a secure electronic Excel Spread Sheet every month, to the Union containing the following information on each bargaining unit employee:

Name, Mailing Address, Phone Number, Email Address, Start Date, Seniority Date, Social Security Number, Gender, Date of Birth, Employee ID, Classification, Department, Full-Time or Part-Time Status, Leave of Absence with Dates, and Wage Rate.

The Club will send a list of new hires weekly to the Union Administrative Dues Coordinator, Dianne Keane, at Local 24.

ARTICLE 3
WORKWEEK - HOURS OF WORK – REPORTING FOR WORK –
DEFINITION OF FULL-TIME, PART-TIME,
B LIST EMPLOYEES - LESS THAN EIGHT HOUR SCHEDULES

Section 5.

- (a) Eight (8) hours of work shall constitute a work day and five (5) days shall constitute a workweek for full-time employees, is hereafter defined.
- (b) To accommodate reduced work availability, for workweeks beginning with the second payroll week in May through the second payroll week in September, the Club may schedule eight (8) hour full-time employees for up to two (2) shifts of less than eight (8) hours, but not less than four (4) hours, during a workweek, at their regular hourly rates, scheduled by seniority.

The Club will maximize work assignments for full-time employees up to the five (5) day workweek. No two (2) eight (8) hour employees will be scheduled on shifts of less than eight (8) hours to cover eight (8) hours of available work on one (1) day.

- (c) Health and pension contributions continue at the appropriate daily, hourly, weekly or monthly rates.
- (d) The Club may schedule full-time employees for shifts of less than eight (8) hours, but not less than four (4) hours, on the employee's sixth and seventh days worked within a workweek. The Club will not schedule two four-hour employees when the work can be done by one eight-hour employee.
- (e) The Club will provide employees with timely access to time clock information, so that employees can verify that their arrival and departure times are being accurately recorded. Reports showing an employee's time will be made available two times per week, upon request of the employee.

Section 6.

The Club shall designate two (2) days in its payroll week for each full-time employee as regular days off. 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 three (3) months and upon seven (7) days' notice to the employee.

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 a representative of the Club, and retained by the Club. The Club shall not penalize an employee for declining to agree to change regular days off.

Section 8.

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

Section 9.

An employee reporting for work shall be paid for that day 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. An employee reporting for work during an emergency shall be paid for all hours actually worked and not less than one-half the employee's regular rate of pay for the day.

Section 10.

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

Section 11.

- (a) A full-time employee is one who is scheduled to work four (4) or more days per week.
- (b) A part-time employee is one who is scheduled to work less than four (4) days per week. Part-time employees will not be entitled to health insurance, life insurance, short-term disability, dental insurance or vision benefits paid by the Club.
- (c) B List employees will be defined as those employees whose name appears on the B List and who are called to work directly by the Club for special events. Those employees may be requested by the Union to pay the permit fee to Local 24 for every event that they work.
- (d) Effective January 1, 2015 part-time 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 12.

Part-time employees working sixteen (16) of twenty (20) consecutive weeks of four (4) or more days of seven and one-half (7 ½) 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.

Section 13.

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 14.

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

Section 15.

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

Section 16.

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 17.

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 18.

An employee receiving a higher wage rate, within the same job classification, than the classification 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 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 19.

Except as provided in Section 18, 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 20.

New employees will be paid not less than the new hire rates from date of hire as noted in the attached Schedules.

Section 21.

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

Section 22.

- (a) Employees may make wage assignments to any credit union designated by the Union.
- (b) The Club shall provide full-time and part-time employees with the option of having their paychecks directly deposited in their accounts at any bank in Michigan. To accommodate the direct deposit process, deposits will be made by noon on the Friday following each Sunday through Saturday payroll period. Payroll checks, for those who do not want direct deposit, will also be available by noon on the Friday following each pay period.

**ARTICLE 5
OVERTIME PROVISIONS**

Section 23.

Time and one-half (1 ½) shall be paid for all hours worked in excess of eight (8) hours in any one day or forty (40) hours in any workweek.

Section 24.

A full-time or part-time employee will be paid time and one-half (1 ½) for all hours worked on the sixth (6th) day worked within a workweek and double time for all hours worked on the seventh (7th) day worked within a workweek, as long as the employee has worked his or her full schedule during the workweek.

A full-time employee absent for work during a workweek must make up lost straight time before receiving premium pay.

Section 25.

Full-time employees may be requested, but shall not be required, to work a designated sixth (6th) or seventh (7th) day, 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.

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

Section 26.

Employees will be paid double (2) time for hours worked on New Year's Eve after midnight.

Section 27.

Employees working New Year's Eve as a sixth (6th) day within a workweek will be paid double time and one-half (2 ½) for hours worked after midnight.

Section 28.

Employees working on New Year's Eve as a seventh (7th) day within a workweek will be paid triple time for hours worked after midnight.

Section 29.

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

**ARTICLE 7
SPLIT SHIFT PAY, PER DAY**

Section 30.

Servers working two (2) separate meal periods in one (1) day shall be paid an additional one dollar and fifty cents (\$1.50) for the day.

ARTICLE 8
VACATIONS - FULL-TIME EMPLOYEES

Section 31.

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

1 Year	-	1 Week
2 - 9 Years	-	2 Weeks
10 - 19 Years	-	3 Weeks
20 - 24 Years	-	4 Weeks
25 or more Years	-	5 Weeks

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

- (b) Vacation pay is computed on forty (40) hours at current straight time hourly rate for each week of vacation to which the employee is entitled. For Servers and Server Assistants, vacation pay shall be base weekly pay plus seventy percent (70%) of base weekly pay.
- (c) An employee discharged, except for proven dishonesty, who has earned, but not been paid for vacation, shall be paid one (1) days' vacation pay for each forty (40) days worked or paid times the number of weeks the employee would otherwise be entitled pursuant to subsection (a). An employee discharged for proven dishonesty shall not be entitled to this benefit.
- (d) An employee who quits, or is laid off, who has earned but not been paid for vacation, shall be paid one (1) days' vacation pay for each forty (40) days worked or paid times the number of weeks the employee would otherwise be entitled pursuant to subsection (a) provided an employee who quits must give one week's written notice of intention to quit to be eligible for this benefit.

Section 32.

Employees granted permission to take vacations during operational periods shall receive vacation pay at the time vacation is taken. 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.

As soon as reasonably possible, but within no more than 2 weeks after an employee has submitted his or her request for time off for vacation, the Club will notify the employee that the request is granted or denied. If the Club grants or denies the requested vacation, the form will state

that. The employee will not lose the denied vacation time – it will either be rescheduled or cashed out (pay in lieu of time) to the employee by the employee’s anniversary date. With the exception of denied vacation time, which the Club will cash out to the employee, unless it is rescheduled, employees will be allowed to cash out up to 40 hours of their vacation balance on their anniversary date each year. The remainder of any vacation balance, up to 40 hours, will carry over to the next year. If an employee with a vacation balance does not request vacation at least two weeks before their anniversary date, the Club will payout up to 40 hours of the vacation balance and carry over up to 40 hours of the remainder of any vacation balance.

**ARTICLE 9
HOLIDAYS**

Section 33.

Full-time employees hired before August 20, 2004 and otherwise eligible, shall be paid straight time for the following holidays if not worked and double (2) time for all hours worked:

Memorial Day	Christmas Day
Independence Day	December 26
Labor Day	New Year's Day
Thanksgiving Day	Employee's Birthday

Full-time employees hired on or after August 20, 2004 and otherwise eligible, will be entitled to the employee's birthday holiday after five (5) years of employment.

Section 34.

If a full-time employee works a sixth (6th) or seventh (7th) consecutive day within a workweek and that day falls on a designated holiday, the employee shall be paid two and one-half (2 ½) times the straight time hourly rate for all hours worked.

Section 35.

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

Section 36.

A full-time employee hired after August 5, 1996 shall not be eligible for holiday pay until employed for six (6) months. Employees hired prior to August 5, 1996 shall be eligible after ninety (90) calendar days of employment.

Section 37.

A full-time employee laid off shall be paid for a holiday if it occurs within fifteen (15) calendar days of layoff.

Section 38.

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

Section 39.

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 40.

Part-time employees will be paid time and one-half (1½ times) their regular rate for hours worked on a holiday.

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

Section 41.

A. The Club will grant paid personal absence days to full-time employees hired prior to August 5, 1996 as follows:

- (a) 1 Year - 3 Days
- (b) 2 or more Years - 6 Days

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.

B. Full-time employees hired after August 5, 1996 shall be eligible for paid personal absence days as follows:

- (a) 2 Years - 2 Days
- (b) 3 Years - 3 Days
- (c) 4 Years - 6 Days

Section 42.

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 43.

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

Section 44.

An employee eligible for paid personal absence days under Section 41(A)(a) who quits or is laid off, and who has earned but not been paid for paid personal absence days under Section 41(A)(a) above, will receive payment for one (1) paid personal absence day for every sixty-six (66) days worked or paid.

An employee eligible for paid personal absence days under Section 41(A)(b) who quits or is laid off, and who has earned but not been paid for paid personal absence days under Section 41(A)(b), will receive payment for one day for every thirty-three (33) days worked or paid.

An employee eligible for paid personal absence days under Section 41(B)(a) who quits or is laid off, and who has earned but not been paid for paid personal absence days under Section 41(B)(a), will receive payment for one day for every one hundred (100) days worked or paid.

An employee eligible for paid personal absence days under Section 41(B)(b) who quits or is laid off, and who has earned but not been paid for paid personal absence days under Section 41(B)(b), will receive payment for one day for every sixty-six (66) days worked or paid.

An employee eligible for paid personal absence days under Section 41(B)(c) who quits or is laid off, and who has earned but not been paid for paid personal absence days under Section 41(B)(c), will receive payment for one day for every thirty-three (33) days worked or paid.

Section 45.

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 payment for unused paid personal absence days.

ARTICLE 11 LEAVES OF ABSENCE - FULL-TIME EMPLOYEES

Section 46. 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

vide 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 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 47. 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 48.

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

Section 49.

All leaves and extensions must be in writing, signed by the Club and the employee, and a copy sent to the Union's Business Representative and Administrative Coordinator.

ARTICLE 12 SENIORITY - FULL-TIME EMPLOYEES

Section 50.

- (a) The Club recognizes seniority in specific job classifications and employees shall, whenever reasonably possible, be promoted, demoted, laid off and recalled to work according to length of service, provided the employee qualifies for the job classification.
- (b) The Union recognizes the right of the Club to arrange its work schedules, to designate days off and to fix hours worked by employees. The Club will, whenever reasonably possible, follow seniority rights in arranging its schedules, in designating days off and hours to be worked by employees, but the Club shall not be restricted in carrying on its operations in an efficient manner or in complying with specific requests of members or guests for special assignments.
- (c) An employee transferred or promoted to a new job classification shall retain and accumulate seniority in the old classification as of the date of transfer. The employee shall earn seniority in the new classification from the date of transfer. For purposes of determining the employee's rights in the event of layoff, seniority in the new classification shall be calculated from the date of transfer to the date of layoff. Seniority in the old

classification shall be from the date of entry into the old classification to the date of layoff. Employees transferred to a non-bargaining unit position lose all seniority rights after one (1) year.

- (d) The Club has the right to designate bargaining unit employees as Leads in the classifications of Bartender, Doorperson, Kitchen Steward, Porter and Server. If an individual is designated as a Lead, that will be treated as a separate classification for all purposes. If the Club decides to eliminate the Lead position, or for any reason remove an employee from a Lead position, the former Lead will return to his or her prior classification in seniority order according to his or her date of entry in that classification.
- (e) Seniority for purposes of vacations, leaves of absence and paid personal absence days shall be from the employee's last date of hire.

Section 51.

New employees hired on or before June 7, 2012 are probationary employees and shall not acquire seniority until employed as a full-time employee for more than ninety (90) calendar days. Employees hired after June 7, 2012 are probationary employees and shall not acquire seniority until employed as a full time employee for more than one hundred twenty (120) calendar days. Upon completion of the applicable probationary period, seniority shall be date of hire as a full-time employee.

Section 52.

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 his or her control, in which case the employee shall give notice as soon as possible, but in any event within ten (10) days; or
- (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.

Section 53.

No part-time employees in a classification shall be used where full-time employees are on layoff, unless the full-time employee selected a layoff instead of being converted to part-time status, except in cases of emergency, or where the Club cannot contact laid off employees in the same classification.

Section 54.

A part-time employee who has worked at least twenty (20) days and is qualified shall have preference for a full-time position, if he or she requests a full-time position.

Section 55. Conversion from Full-Time to Part-Time Status

The DAC retains the right to convert employees from full-time to part-time when it determines such conversion is warranted by business conditions. If a full-time employee is scheduled seven (7) consecutive weeks of less than four (4) days, the DAC may decide to layoff or convert that person to part-time status. When the DAC deems it necessary to convert an employee from full-time to part-time status, it will meet with the lowest seniority employee or employees in any department affected, with a Steward, and offer the employee the choice of part-time status or a layoff. Employees converted to part-time status will be treated for benefit continuation purposes exactly like employees being laid off, so that the DAC will make the same benefit contributions as had been made for the month of the conversion and the month following the conversion.

An employee selecting to be converted to part-time status instead of being laid off will receive priority over other part-time employees for work in that classification and for future conversion to full-time status for six (6) months from the date of conversion.

**ARTICLE 13
HEALTH - WELFARE - PENSION**

Section 56. Dental, Vision, Life Insurance, Short-Term Disability

Effective October 1, 2009, the Club and the Union have agreed to withdraw from the Culinary Plan and to replace it with benefits through Guardian, Met Life, or other appropriate carriers, for dental, vision, life insurance and short-term disability for eligible employees.

Section 57. Dental, Vision, Life Insurance, Short-Term Disability for Full-Time Employees and Part-Time Employees Listed on Exhibit 1

The Club will continue to provide dental, vision, life insurance, and short-term disability coverage for the term of this contract, through Guardian, Met Life, or other appropriate carriers, to all full-time seniority employees on the first day of the first full calendar month after the eighth month of employment and to the part-time employees listed on Exhibit 1 for as long as they remain employed as part-time employees by the Club. The only part-time employees who will be eligible for Club contributions for these benefits during the term of this Contract are the part-time

employees listed on Exhibit 1. The Club will cover the increases in the cost of the premiums for these benefits for eligible employees for the term of the Contract, without employee contribution. The DAC does reserve the right to change carriers and/or to change the Plan as long as the benefits of the new plan are comparable or better than the benefits of the Plan in effect on May 1, 2012.

The short-term disability benefits will be increased as follows:

\$30 increase to \$280 per week on January 1, 2022
\$30 increase to \$ 310 per week on January 1, 2023
\$30 increase to \$340 per week on January 1, 2024

Section 58. Health Insurance

Effective January 1, 2022, in addition to the contributions described in Section 57, above, on the first day of the first calendar month following sixty (60) calendar days of employment as a full-time employee and beginning with that calendar month; provided: such full-time employee is not covered as an individual or a dependent on a comparable plan fully paid for by another employer; the Club will pay up to a maximum of \$548.25 per month or part thereof worked or paid, for the BCN HMO 10% Plan premium, fees and taxes in effect, through December 31, 2022.

Section 59. Health Insurance Increases

Effective January 1, 2023, the Club will pay up to a 6% increase over the amount it is paying on December 31, 2022 for the premium, fees and taxes for the monthly BCN HMO 10% Plan in effect for single coverage, per month, or part thereof, worked or paid, for a total maximum contribution of \$581.15.

Effective January 1, 2024, the Club will pay up to a 6% increase over the amount it is paying on December 31, 2023 for the premium, fees and taxes for its contribution to the Health Insurance Plan in effect for single coverage, per month or part thereof, worked or paid.

If the cost of the premium, fees and taxes for single coverage is more than the Club's contribution, employees with coverage will pay the rest of the cost by payroll deduction.

If the cost of the single coverage of the BCN HMO 10% Plan, or any successor plan is scheduled to increase by more than 10%, the Club will notify the Union and both parties will be willing to consider other plans in order to try to avoid or reduce payroll deductions.

Section 60. Health Insurance Opt Out Program

For purposes of the Health Insurance program only, those employees eligible for employer paid contributions under Section 58 above who are covered by another major medical carrier and who choose not to participate in the Club's program shall receive a bonus payment of fifty dollars (\$50.00) per month in which they are not participating in the Health Insurance program. The bonus payment shall be paid to the eligible employee on the third week of the month after each full

month the employee opts out. An opt-out form must be executed and issued to the Club and employee.

Section 61. Employee Monthly Dental, Vision, Life and Short-Term Disability Coverage

Whether insured under the Health Insurance plan, or covered as an individual or a dependent under a comparable plan, the Club will continue the monthly contributions referred to in Section 57 above for eligible employees.

Section 62. Dependent Care

- (a) Should any full-time employee desire to cover as a dependent any person eligible for coverage as a dependent under the Health Insurance plan covering the employee, such full-time employee may do so at such full-time employee's expense, provided that for employees with 5 years or more service, the Club will pay 15% of the cost of dependent coverage and the employee will be responsible for 85% of the cost of the dependent coverage.
- (b) Part-time employees who are not eligible for employer-paid Health Insurance participation may enroll in the Health Insurance coverage at the employee's expense, paid through payroll deduction.

Section 63. 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 for Health Insurance coverage for such full-time employee as provided for in Sections 58 or 59 of this Article, and the one (1) month contribution to the plan as provided in Sections 56 or 57 of this Article. However, the Club may provide contributions, in a nondiscriminatory manner, in excess of those required by this part of this Section.
- (b) If a full-time employee is granted a leave of absence pursuant to Section 46 of this Agreement, the Club will contribute the monthly Health Insurance contribution for such full-time employee as provided in Section 58 or 59 of this Article, and the monthly contribution as provided in Section 57 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 64. 401K

Employees will be eligible to participate in the Club's 401K Plan and will be eligible for a contribution for each hour worked to the Club's 401K Plan after one year of employment, in accordance with the rules and requirements of that 401K Plan.

The Club will continue making contributions of \$.50 per hour worked to the 401K Plan on behalf of eligible employees in accordance with the rules and requirements of the 401K Plan through December 31, 2024.

Effective on January 1, 2022, the Club will also match employee contributions on a \$1 to \$1 basis, up to a maximum paid by the Club of \$200 per year, per employee. In order to receive the match, the employee can contribute either by payroll deduction, or by contributing a lump sum by December 31 of each year. The Club will match an employee contribution by March 31 of the following year.

In the event the Club provides a matching feature, to salaried employees which is greater than \$200 for a year (either as a percentage or as a dollar amount) then the same matching feature shall be applied by the Club to bargaining unit employees.

Withdrawal from Unite Here National Retirement Fund

The parties have agreed and confirm that the Club has made a complete withdrawal from the National Retirement Fund on December 2, 2019. All employees currently participating in the National Retirement Fund will be entitled to that Pension under the terms of that Fund and the 401K contributions made on their behalf.

ARTICLE 14 GRIEVANCE PROCEDURE - NO STRIKE – NO LOCKOUT

Section 67.

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, the grievance may be referred to arbitration by the Union. Arbitration must be initiated by delivering a written demand for arbitration to the Club. Following the written demand, 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 68.

The time limits in Section 68 are material and may be waived only by written agreement in each individual grievance.

Section 69.

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 70.

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

Section 71.

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

**ARTICLE 15
MANAGEMENT'S RIGHTS**

Section 72.

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.

The Club will continue to utilize culinary students. The culinary students used by the DAC are students first, so must be enrolled in a culinary school as full-time students and use of them by the DAC will not result in layoffs or conversion of any full-time employee to part-time status or loss of overtime opportunities for kitchen employees. They shall not be subject to the provisions of the Collective Bargaining Agreement.

**ARTICLE 16
MEALS - SHIFT DIFFERENTIAL - LOCKER ROOM**

Section 73.

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 hour for each meal. The station of an employee during their meal period shall be covered by another employee whenever necessary. If no other employee is available to cover the station of an employee while eating, such employee shall return to the station to take care of any service that is necessary.

Section 74.

Non-tipped employees on the midnight shift shall be paid a shift differential of fifty cents (\$.50) per hour effective January 10, 2022. The midnight shift is that shift commencing at 11:00 p.m. and ending at 7:00 a.m.

Section 75.

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

ARTICLE 17 UNIFORMS

Section 76.

Black dress, white collar, white cuffs, and apron, or white dress, and white apron shall be considered the regulation waitress uniform. Black pants 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 and laundered by the Club.

Section 77.

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 18 EMPLOYEE/UNION RIGHTS

Section 78.

No employee shall be discriminated against, disciplined or discharged for efforts to enforce this Agreement or for Union activity. Employees may wear a union button, badge or pin of reasonable size, no greater than three quarters of an inch (0.75") in diameter on their uniforms. The pin shall be designed by the Union and subject to reasonable approval by the Club.

Section 79.

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

Section 80.

No Union meeting shall take place on the Club premises or on Club time without the consent of the Club. Visitation to the DAC by a full-time representative of Local 24 must be approved in advance by the Club's Human Resources Director for a specific time, date, and purpose. Such visitation must be requested in advance and must not interfere with or interrupt the work of any employee or any of the Club's operations. Permission for such visitation will not be unreasonably withheld, but will only be given for the specific time, date and purpose so identified. Under normal circumstances only one full-time representative of Local 24 will be allowed on DAC premises at any one time.

Section 81.

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 investigation and presentation of grievances for members working in 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.

Upon an Employee's request, a Steward will be present at an interview or investigation of potential disciplinary action. The D.A.C. will not require or request an Employee to resign, or to sign a confession or statement concerning his/her conduct, unless the Employee is first given an opportunity to have a Steward present and the Steward appears without undue delay. A copy of any disciplinary action issued to any Bargaining Unit Employee will be provided to a Steward. The Union must notify the Club as to which Steward receives the copies of disciplinary actions.

Section 82.

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 83.

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 84. Parking

DAC employees will not be charged for parking at the Club in the Club's parking structure during the term of this Agreement.

Section 85.

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

**ARTICLE 19
SAVING PROVISION**

Section 86.

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

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

Section 87.

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.

**ARTICLE 21
BEREAVEMENT LEAVE - FULL-TIME EMPLOYEES**

Section 88.

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, or child or parent of current spouse dies, a bereavement leave of not more than three (3) consecutive regularly scheduled work days with pay shall be granted for purposes of attending the funeral. In the event the funeral is two hundred (200) miles or more from the Club, a full-time employee attending the funeral shall be granted five (5) consecutive regularly scheduled work days with pay for purposes of attending the funeral.

Effective May 1, 2002, Servers and Server Assistants eligible for bereavement leave under this Section shall be paid at 170% of the employee's hourly rate for that leave.

**ARTICLE 22
BULLETIN BOARD**

Section 89.

The DAC agrees to the installation of a secure bulletin board, in a place accessible to the employees, for the exclusive use of the Union to communicate with the employees for whom the Union is the authorized representative, subject to the provisions of Section 2 of this Article.

Section 90.

The Union agrees to post only notices concerning Union elections, meetings, reports, and other official Union business, and notices of social and recreational activities. Such notices may be posted at any time without being specifically approved by the Employer. The Union agrees that it will post no items of a political or controversial nature and no items that are against the interest of the Employer's operations or the operations, products or services of any other Company or entity.

**ARTICLE 23
TERM OF AGREEMENT**

Section 91.

This Agreement is effective May 1, 2021, and continues through April 30, 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 May 1, 2021, or any subsequent anniversary date. Upon giving notice, this Agreement shall terminate May 1, 2024, or subsequent anniversary.

DETROIT ATHLETIC CLUB

By: *Chic Johnson*

Its: *Executive Manager*

UNITE HERE! LOCAL 24

By: *Mike Winkler*

Its: *President*

EXHIBIT A

MINIMUM RATES FOR SERVERS

	<u>Minimum Hiring Rate</u>	<u>January 10, 2022</u> <u>Minimum Rate After 1 Year</u>	<u>Minimum Rate After 2 Years</u>	<u>Minimum Classification Rate After 3 Years</u>
Server	\$4.25	\$4.40	\$4.55	\$6.01
		<u>June 26, 2022</u>		
Server	\$5.25	\$5.40	\$5.55	\$7.01
		<u>June 25, 2023</u>		
Server	\$6.25	\$6.40	\$6.55	\$8.01

The wage increases for all full-time and part-time Servers during the term of this contract will be:

- \$.50 per hour – January 10, 2022
- \$1.00 per hour – June 26, 2022
- \$1.00 per hour – June 25, 2023

All current full-time or part-time Outlet Servers (full-time or part-time servers other than Banquet Servers) will receive the January 10, 2022 \$.50 per hour increase retroactive to 6/27/21. The Banquet Servers will receive the January 10, 2022 \$.50 per hour increase effective January 10, 2022.

All B-List Servers continue to receive Michigan's minimum wage for Servers for the term of the contract.

EXHIBIT B

MINIMUM RATES FOR SERVER ASSISTANTS AND GRILL ROOM CAPTAINS

June 27, 2021

	<u>Minimum Hourly Rate</u>	<u>Minimum Rate After 90 Days</u>	<u>Minimum Classification Rate After 1 Year</u>
Server Assistant	\$11.45	\$11.95	\$12.45
Gallery/Fresco Captain	\$11.20	\$11.70	\$12.20

June 26, 2022

Server Assistant	\$12.45	\$12.95	\$13.45
Gallery Fresco Captain	\$12.20	\$12.70	\$13.20

June 25, 2023

Server Assistant	\$13.45	\$13.95	\$14.45
Gallery Fresco Captain	\$13.20	\$13.70	\$14.20

All current full-time and part-time Server Assistants receive a \$1.75 per hour increase retroactive to 6/27/21, a \$1.00 per hour increase on 6/26/22 and a \$1.00 per hour increase on 6/25/23.

All current full-time and part-time Gallery Fresco Captains receive a \$.50 per hour increase retroactive to 6/27/21, a \$1.00 per hour increase effective 6/26/22, and a \$1.00 per hour increase effective 6/25/23.

EXHIBIT C

MINIMUM CLASSIFICATION RATES

	Minimum Classification Rate <u>6/27/21</u>	Minimum Classification Rate <u>6/26/22</u>	Minimum Classification Rate <u>6/25/23</u>
Bakers	\$18.37	\$19.37	\$20.37
Bartender	\$17.57	\$18.57	\$19.57
Coat Check Attendant	\$17.30	\$18.30	\$19.30
Doorperson	\$17.74	\$18.74	\$19.74
Guest Room Attendant	\$17.49	\$18.49	\$19.49
Host Person	\$15.10	\$16.10	\$17.10
Housekeeper	\$17.74	\$18.74	\$19.74
Janitor/Porter	\$16.47	\$17.47	\$18.47
Locker Room Attendant	\$17.49	\$18.49	\$19.49
Night Cleaner	\$17.49	\$18.49	\$19.49
Other Cooks and Butchers	\$18.37	\$19.37	\$20.37
Pantry Person Prep Cook Vegetable Cook	\$17.49	\$18.49	\$19.49
Pastry Cook	\$18.37	\$19.37	\$20.37
Pastry Sous Chef	\$18.80	\$19.80	\$20.80
Public Area Attendant	\$17.74	\$18.74	\$19.74

Second Cook	\$18.80	\$19.80	\$20.80
Sous Chef	Salaried		
Tailor	\$17.49	\$18.49	\$19.49
Telephone Operator	\$17.02	\$18.02	\$19.02
Utility Steward	\$16.47	\$17.47	\$18.47

Retroactivity – All employees in the Classifications listed in Exhibit C receive a \$1.75 hour increase retroactive to June 27, 2021, a \$1.00 per hour increase effective June 26, 2022 and a \$1.00 per hour increase effective June 25, 2023.

Effective January 1, 2021, the New Hire Rates for all Classifications in Exhibit C will be as follows:

- Minimum Hiring Rate – 80% of Minimum Classification Rate
- Minimum Rate After 1 Year – 90% of Minimum Classification Rate
- Minimum Rate After 2 Years – Minimum Classification Rate

EXHIBIT D

OTHER SPECIFIC WORKING CONDITIONS

Dining room employees shall be permitted to work split shifts. Dining room employees who work split shifts shall receive \$1.50 per day additional. The maximum work day in case of a split shift is for 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.

Eight (8) hour employees may be scheduled for shifts of less than eight (8) hours only in conformity with Section 5 (b and d).

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

- 1 server per 20 guests - Breakfast and Lunch
- 1 server per 16 guests - Dinner and Supper functions

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

Utility Workers include Silver Polishers, Pot Washers, Dishwashers, Runners, Garbage Men, Glass Washers, Kitchen Persons, Ice Persons, Coffee Makers, Vegetable Preparers and General Kitchen Cleaning.

Head Bartender wage or salary rates to be negotiated individually, with verification to be submitted to the Union. In other respects, this Agreement applies, except as modified by Sections 18 and 19.

Maitre D' wage or salary rates to be negotiated individually, with verification to be submitted to the Union. In other respects, this Agreement applies, except as modified by Sections 18 and 19.

Head Server wage or salary rates to be negotiated individually, with verification to be submitted to the Union. In other respects, this Agreement applies, except as modified by Sections 18 and 19.

EXHIBIT E

SERVICE CHARGE ALLOCATION

I. Regular Dining & Beverage Service

A. Gallery and Fresco – Food and Beverage Served by Servers

		1/1/21	1/10/22
Server	-	16.5%	17%
Server Assistant	-	2%	2%
DAC	-	1.5%	0
Bartender		0	1%

Any amount of Service Charge over 20% that is voluntarily left on the check by a member or guest shall be paid directly to the Server who served that member or guest.

B. Tap Bar, Abbey, Isle of Yap, Ladies Locker Room

1. Food and Beverage Served by Servers

The Servers in these outlets continue to participate in the Banquet Pool.

		1/1/21	1/10/22
Server		16%	17%
Bartender		0	2%
Server Assistant	-	1%	1%
DAC	-	3%	0

Any amount of Service Charge over the recommended Service Charge that is voluntarily left on the check by a member or a guest shall be paid directly to the Server who served the member or guest.

2. Food and Beverage When Only Bartenders Are Involved in Service (Tap Bar, Abbey and all other Outlets other than Banquets and 7th Floor)

		1/1/21	1/10/22
Bartender		16%	18%
DAC		4%	2%

Any amount of Service Charge over the recommended Service Charge that is voluntarily left on the check by a member or guest shall be paid directly to the Bartender who served the member or guest.

The percentages of allocation of the Service Charges for Regular Dining and Beverage Service are based on a Service Charge of 20%. If the Club raises the Service Charge, it will split the increase equally between the Club and the employees involved in the service.

C. Men's Locker Room

1. Food and Beverage Served by Locker Room Attendants
DAC - All Service Charges

II. Banquets

A. Food and Beverage Served by Servers

		1/1/21	1/10/22
Server	-	16%	17%
Bartender		0	2%
Server Assistant	-	1%	1%
DAC	-	Remainder of Service Charge	2%

B. Beverages Served by Bartenders When Only Bartenders Are Involved in Service

1. Club Functions/Subscription Bar

		1/1/21	1/10/22
Bartender	-	16%	18%
Server Assistant	-	1%	2%
DAC	-	Remainder of Service Charge	2%

2. Open Bar/Host Paid

		1/1/19	1/10/22
Bartenders	-	3%	18%
DAC	-	Remainder of Service Charge	4%

The percentages of allocation of the Service Charge for Banquets are based on a Service Charge of 22%. If the Club raises the Service Charge above 22%, it will split the increase equally between the Club and the employees involved in the Service.

III. General

The pool for Banquet Bartenders is a daily pool with shares paid to Bartenders working Banquets that day, based on hours worked.

The pool for Server Assistants is a daily pool divided between all Server Assistants working that day with shares paid based on hours worked.

Tap Bar Servers, Abbey Servers, Isle of Yap Servers and Ladies Locker Room Servers will be included in the pools for Banquet Servers and all pools for Banquet Servers will be all day with shares paid to each Server who worked that day, based on hours worked. Banquet Servers will

continue to be scheduled in accordance with the needs of the Club to appropriately staff functions and events, with seniority respected as it has been in the past.

The Service Charge retained by the DAC will be used, as it has in the past, to allow the Club to pay Captains, Sub-Captains, Supervision and Catering Department employees.

If no Server Assistants are used by the DAC on a day, the Servers working that day shall split the Service Charge which had been reserved for the Server Assistants.

EXHIBIT F

Popups/Schedule Changes for Banquets

If a Banquet Event is added after the schedule is posted, the Club will give 1st preference to available eligible Servers, by seniority, who were cancelled “unscheduled”, or removed from the schedule, in that same work week, due to a change or cancellation of another Banquet Event. If a Server with this preference does not respond to the Club’s call, the Club would be free to contact the next available, eligible Server, by seniority, who had been cancelled, “unscheduled” or removed from the schedule that same workweek, due to a change or cancellation of another Banquet Event. If the Club makes a schedule change, then the affected employees shall have the option to accept or decline a newly available shift. If no one accepts the available shift, then the Club may mandate the shift by reverse seniority.

LETTER OF UNDERSTANDING 1

TRAINING

The Club and the Union both agree that the training of each employee in all the duties of the employee's position is an important goal which is mutually beneficial to all parties. The Club is in the process of improving our current training programs. Accordingly, the Club and the Union agree to the following terms:

1. Training programs will be reviewed and updated. Staff hired July 1, 2021, through December 31, 2021 will be recertified in their positions by March 31, 2022, starting with Food and Beverage departments. Such training may include but will not be limited to on-the-job training.
2. Regardless of department or job classification, the Club will train employees in specific tasks before assigning them to perform those tasks. Such training may include but will not be limited to on-the job training.
3. By March 31, 2022, the Club will train and certify all full-time and part-time Banquet Servers and Banquet Bartenders that are responsible for the use and data entry of chits.
4. Employees that are assigned to train other employees will receive the following financial incentive for training employees: \$10.00 for each training phase (shift) completed. Successful training phases must be accompanied by appropriate documentation.

LETTER OF UNDERSTANDING 2

PRESERVATION OF JOBS

Although the Club has the right to engage an outside cleaning service to replace the Night Cleaners, the Night Cleaners employed by the Club on August 20, 2004, will be offered other positions at the DAC, for which they are qualified, if they do not accept positions with the outside cleaning service. Night Cleaners employed by the Club on August 20, 2004, who accept other positions at the Club, will be paid the higher of, the classification rate for the new position or the employee's former rate, and will be entitled to the wage increases set forth in this Summary for non-tipped clubhouse employees. Once the outside cleaning service begins cleaning the Club's facility at night, the Night Cleaner classification will be eliminated from the contract.

LETTER OF UNDERSTANDING 3

7th FLOOR SERVICE CHARGE ALLOCATION

A. Stadium Club (20% Automatic Service Charge)

1. Stadium Club – Food and Beverages Served by Servers

Effective March 31, 2017, through January 9, 2022, the Service Charge Allocation is as follows:

- Each Server receives 16.5% of Food and Beverage Sales he or she serves.
- Server Assistants scheduled in the Stadium Club receive 1.5% of **Food and Beverage Sales** served by Servers in the Stadium Club, pooled on a daily basis by hours worked, in the Stadium Club.
- Stadium Club Bartenders receive 2% of all **Beverage Sales** that are served by Servers in the Stadium Club.

Effective January 10, 2022, the Service Charge Allocation is as follows:

	Food Sales	Beverage Sales
○ Server	17.5%	16.5%
○ Server Assistant	1.5%	1.5% (pooled on a daily basis by hours worked in the Stadium Club)
○ Bartender Pool	0.0%	2.0%
○ DAC	1.0%	0.0%

2. Stadium Club – Food and/or Beverages Served Directly by Bartenders

Effective March 31, 2017, through January 9, 2022, the Service Charge Allocation was as follows:

- The Bartender pool received 16.5% of Food and Beverage Sales directly served by the Bartender.
 - Will split Service Charge between Bartenders for a meal period when more than 1 Bartender is working that period. Allocation of Service Charge between Bartenders will be by hours worked during the meal period.

- Server Assistants scheduled in the Stadium Club receive 1.5% of Food and Beverage Sales served directly by Bartenders in the Stadium Club, pooled on a daily basis by hours worked, in the Stadium Club.
- The DAC retains 2% of the Service Charge.

Effective January 10, 2022, the Service Charge Allocation is as follows:

- Bartender Pool 17.5%
- Server Assistant 1.5% (pooled on a daily basis by hours worked in the Stadium Club)
- DAC 1.0%

3. General - Stadium Club

From March 31, 2017 through January 9, 2022, when no Service Assistant was scheduled in the Stadium Club 1.5% of Food and Beverage Sales was retained by the DAC. Effective January 10, 2022, if no Server Assistant is scheduled in the Stadium Club, 1.5% of Food and Beverage Sales in the Stadium Club will be allocated to the Bartender pool.

Any amount of Service Charge over 20% that is voluntarily left on a check by a member or guest shall be paid directly to the Server or Bartender who served the member or guest.

B. Last Word (20% Automatic Service Charge)

Effective March 31, 2017 through January 9, 2022, the Service Charge Allocation is as follows:

1. Beverages Served by Last Word Servers

- Servers receive 16.5% on Non-Tobacco Sales
- Bartenders receive 2% on all Non-Tobacco Sales served by Servers
- Server Assistants scheduled in the Last Word receive 1.5% on all Non-Tobacco Sales in the Last Word, pooled on a daily basis by hours worked, in the Last Word.

All Non-Tobacco Sales

- Server 16.5%
- Server Assistants 1.5% (pooled on a daily basis by hours worked, in the Last Word)

- Bartender 2.0% (pooled by meal period when there is more than 1 Bartender working that period and paid by hours worked within that meal period)

Servers are not used in the Last Word. If Servers are assigned to the Last Word, the Club will negotiate an appropriate Service Charge Allocation.

2. Beverages Served Directly by Last Word Bartenders

Effective March 31, 2017, through January 9, 2022, the Service Charge Allocation was as follows:

- Bartender Pool receives 16.5% on all Non-Tobacco Sales
 - Will split Service Charge between Bartenders for a meal period when more than 1 Bartender is working that period. Allocation between Bartenders will be by hours worked during the meal period.

From March 31, 2017 through January 9, 2022, when no Server Assistant was scheduled in the Last Word, 1.5% of non-tobacco sales was retained by the DAC.

- Server Assistants scheduled in the Last Word receive 1.5% of Non-Tobacco Sales in the Last Word (pooled on a daily basis by hours worked in the Last Word)

3. General – Last Word

Effective January 10, 2022, if no Server Assistant is scheduled in the Last Word, 1.5% of Non-Tobacco Sales in the Last Word will be allocated to the Bartender pool.

Any amount of Service Charge over 20% that is voluntarily left on a check by a member or guest shall be paid directly to the Server or Bartender who served the member or guest.

4. Bartender Pool

From March 31, 2017 through January 9, 2022, the Bartenders working in the Last Word pooled their allocation of the Service Charge on all non-tobacco sales between all other Bartenders working in the Last Word on that day based on hours worked. Effective January 10, 2022, the Bartenders working in the Stadium Club and the Last Word will pool their allocation of all Service Charges, on a daily basis, based on hours worked that day.

5. The percentage of allocation of the Service Charge in the Stadium Club and the Last Word are based on a Service Charge of 20%. If the Club raises the Service Charge in either or both Outlets above 20%, it will split the increase equally between the Club and the employees involved in the service.