COLLECTIVE BARGAINING AGREEMENT

Between

Birmingham Country Club

and

Local 24
UNITE HERE AFL-CIO

EFFECTIVE APRIL 1, 2026 - MARCH 31, 2029

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AGREEMENT

THIS Collective Bargaining Agreement ("the Agreement"), made as of the 1st day of April, 2026 between Birmingham Country Club, the "Club", and UNITE HERE, Local 24, AFL-CIO, the "Union"; collectively the “Parties.”

ARTICLE 1
RECOGNITION
UNION MEMBERSHIP
EMPLOYEE HIRING

Section 1 • Recognition

The Club recognizes the Union as the exclusive bargaining representative for the purpose of collective bargaining with respect to rates of pay, hours of work and other conditions of employment for employees in classifications set forth in the Schedules contained in this Agreement, excluding managerial, confidential, administrative, office clerical, seasonal and supervisory employees and guards as defined in the National Labor Relations Act. If the Union at any time during the term of this Agreement can prove by authorization in writing that it represents a majority of employees in a job classification listed in the attached Schedule "C" but not previously represented, the Union shall be recognized as the bargaining agent for such employees and thereupon such employees shall be automatically covered by this Agreement. Should the Club create a new position that is covered under the terms of this Agreement, the Club and the Union shall negotiate the applicable rate of pay for the position.

Section 2 • Union Membership

(a) The Club agrees that as a condition of employment, all employees covered by this Agreement shall remain members in good standing of the Union or tender to the Union the initiation fees and periodic dues that are the obligation of members, or shall become and remain members in good standing of the Union or tender to the Union the initiation fees and periodic dues that are the obligations of members on the thirty-first (31st) calendar day following the date of employment, the effective date of this Agreement, or the date of execution of this Agreement whichever is later.

(b) Newly hired employees shall become and remain members in good standing of the Union or tender to the Union the initiation fees and periodic dues that are the obligations of members on the thirty-first (31st) calendar day following the date of employment, the effective date of this Agreement or the execution of this Agreement, whichever is later.

(c) No provisions of this Article shall prohibit employees from electing to become members of the Union prior to the thirty-first (31st) calendar day of employment.

(d) Any employee who fails to tender dues, including initiation or reinstatement fees, in accordance with the provisions of subsection (a) of this Section shall be subject to discharge, upon written notice to the Club.

ARTICLE 2
CHECK-OFF OF UNION DUES

Section 3 — Dues Check-Off

(a) The Club shall honor and effectuate the payroll deduction authorization card attached to this Agreement, and incorporated herein by reference, for each employee who signs said card, for such period as each authorization is in effect. The Club shall deduct for each payroll or at such intervals/times otherwise designated by the Union the amount authorized by the employee and promptly transmits such amount to the Union. The Parties acknowledge that the cost of establishing and administering payroll deduction has been taken into account by the Parties in the negotiation of their overall economic terms of this Agreement. The Club will send to the Union electronically on a monthly basis, a list of bargaining unit employees that includes the following information: names, addresses, job classifications, starting date, social security numbers (sent encrypted) or employee identification numbers.

(b) The Union shall indemnify and hold the Club harmless against any and all liability which may arise by reason of the Club's compliance with the terms of Sections 2 and 3.

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

Section 4 - Work Week; Schedules; Hours

(a) The normal work week shall be Sunday through Saturday and shall consist of seven (7) days. Eight (8) hours of work shall be considered the normal workday and forty (40) hours of work the normal work week. This shall not be construed as the minimum or maximum number of hours of work for full-time employees as defined. The Club shall schedule eight (8) hours of work, except as provided further in this Section, when eight (8) hours is available.

(b) Employees may be scheduled to work any days of the week, with the Club making every effort to accommodate employees' personal requests for time off each week. Scheduled days off can be changed by mutual agreement between the employee and the Club and may not be made to circumvent overtime or to deny full-time employees the opportunity to work golf outings and other functions on days the Club is ordinarily closed. Choice of available schedules, including regular days off, shall be done by seniority for full-time employees. The Club shall not penalize an employee for declining to agree to change regular days off. The Club shall have the right to change one or more 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, provided that schedule changes shall not be made to circumvent overtime or to deny full-time employees the opportunity to work golf outings and other functions on days the Club is ordinarily closed.

(c) The Club will maximize work assignments for full-time employees up to six (6) days and shall give full-time employees priority for additional available work (golf outings, special functions, etc.) by seniority. The Club may schedule full-time employees for shifts of less than eight (8) hours but not less than four (4) hours prior to Memorial Day and after Labor Day. The Club will maximize work for full-time employees, by seniority in compliance with Article 3, Section 4. The Club will not assign work to part-time employees or seasonal employees unless full-time employees in the same classification, or who have worked in the same classification,

have been given the opportunity to work the available hours as scheduled. Seasonal employees will be used to supplement, not to displace, full-time employees. Seasonal employees will not be scheduled when full-time employees are on layoff unless full-time employees have been given the opportunity to work and declined such opportunity. No two (2) 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.

(d) Employees shall be paid for all hours worked. If the Club sends an employee, who was scheduled to work eight (8) hours, home early due to a shortage of work, the Club shall pay the employee for six (6) hours of work or the actual hours worked, whichever is greater, with a minimum of $60.00 upon ratification; effective April 1, 2025 $75.00 minimum; effective April 1, 2026 $80.00 minimum. This provision shall not apply in case of an emergency caused by power failure, fire, flood, riot, civil commotion, or acts of God affecting any part of the Club's property. An employee reporting for work during an emergency shall be paid for all hours actually worked and not less than one-half the employee's regular rate of pay for the day. The Club shall make the effort to have a bargaining unit employee present when the manager or his designee attempts to call off employees due to an emergency. However, in the event no bargaining unit employee is available to witness the call, the manager or his designee shall make the calls to inform employees.

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

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

(g) Employees shall be afforded an 8-minute grace period before they are considered late, provided however, abuse of the 8-minute grace period shall subject an employee to progressive discipline.

(h) No-Call No Show for two (2) days within a twelve (12) month period shall result in termination.

(i) Call Offs shall be made within two (2) hours of the beginning of the employee's scheduled shift.

Section 5 – Seventh Day

The Club shall designate one (1) day in its payroll week as the seventh (7th) day for each full-time employee. The Club shall not be required to designate the same days off for each full-time employee.

Section 6 – Pay Day

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

Section 7 - Bargaining Unit Work

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

Section 8 - Full-time, Part-time, Seasonal – Defined

(a) Employees qualify and become full-time if they work 1200 hours in a calendar year. So, from January 1 to December 31st, any employee who works 1200 will maintain full time status. Any part-time employee who works 1200 hours in a calendar year can request full time status in writing. Full time employees must generally be available to work full time shifts. A full-time employee is defined as an employee who works and/or is paid an average of at least thirty (30) hours per week. The average number of weekly hours shall be measured each calendar quarter. An employee shall not lose full-time status unless the employee fails to meet this thirty (30) hour definition for one (1) calendar quarter which begins in April.

(b) The status of all full-time employees of Birmingham Country Club, who are in good standing, maintaining full time status, and are working as needed, is protected and cannot be changed in the event of circumstances that may arise and are in the control of the Club. This may include, but is not limited to, temporary operational shutdowns due to extended discretionary construction projects (unrelated to casualty), ongoing extended maintenance (unrelated to casualty), or other such actions that the Club is voluntarily taking for the betterment of BCC and its future. In the event of circumstances that are not within the control of the Club, e.g. natural disasters, casualties, floods, health crises (including pandemics, quarantines or other public health events), governmental lockdowns or shutdowns, martial law or other situations that are not caused by BCC or within the Club's control, it is understood that BCC will make decisions that are in the best interests of the Club.

(c) An employee, who is converted to part-time status instead of being laid off at their discretion, will receive priority over other part-time employees for work in that classification and for future conversion to full-time status for one (1) year from the date of conversion.

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

Section 10 - Merit Increases

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

Section 11 - Job Classifications

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

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

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

(d) An employee receiving a higher wage rate within the same job classification than the rate in this Agreement, shall have that differential maintained as long as the employee occupies the same job classification at that Club. New over scale wages are enforceable only if authorized by the Club in writing. The employing Club will notify the Union in writing of such over scale wages within a reasonable time.

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

Section 12 • Non-contractual Benefits

Except as provided in Section 11, no extra-contractual benefit, condition, or practice of employment, past or future, is enforceable under this Agreement by the Club or the Union unless committed to writing and signed by the employing Club and the Union; provided, that any such writing shall not be effective beyond the term of this Agreement.

Section 13 - New Hire Rate

New employees will be paid ninety percent (90%) of the scheduled rate for that employee's classification until such time as completing one (1) year of employment, at which time that employee shall be paid one hundred percent (100%) of the scheduled rate for that employee's classification.

Section 14 - Wage Assignments

Employees may make wage assignments to any credit union designated by the Union, for purposes such as Roth IRA accounts or other purposes as arranged with the credit union by the employee.

ARTICLE 5
OVERTIME PROVISIONS

Section 15 - Overtime Premium

(a) For full-time employees, time and one half (1-1/2) shall be paid for all hours worked in excess of eight (8) hours in any one day or for work performed on the seventh (7th) day between May 1st and December 31st. Part-time employees (and full-time employees during the period of January 1st — April 30th) shall be paid time and one half (1-1/2) for all hours worked in excess of forty (40) hours in any work week.

(b) A full-time employee who has worked or been paid for or excused from such employee's regular schedule and who works one (1) of such employee's days off will be paid time and one-half (1-1/2) for all hours worked on those days. Daily and weekly overtime shall not be pyramided.

(c) A full-time employee absent from work during a work week except for proven illness or an approved vacation or with permission of the Club must make up lost straight time before receiving premium pay.

Section 16 - Assignment of Overtime

Full-time employees may be requested, but not required, to work a designated seventh (7th) 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 employee to perform the work.

ARTICLE 6
NEW YEAR'S EVE OVERTIME PROVISIONS
ALL EMPLOYEES

Section 17 • Premium Pay

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

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

ARTICLE 7
VACATIONS – FULL-TIME EMPLOYEES

Section 18 – Vacation Provisions

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

Current Employees	New Hires (on or after May 1, 2007)
1 Year - 1 Week	1 Year – 1 Week
2-7 Years - 2 Weeks	2-9 Years – 2 Weeks
8-15 Years - 3 Weeks	10-15 Years – 3 Weeks
16-22 Years - 4 Weeks	16 or More Years – 4 Weeks
23 or more Years – 5 Weeks	

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

(c) Vacation pay is computed on forty (40) hours at current straight time hourly rate for each week of vacation to which the employee is entitled. For tipped or fixed gratuity employees, (not Bartenders) vacation rate is two (2) times their hourly contract rate.

(d) An employee discharged, except for proven dishonesty, who has earned, but not been paid for vacation, shall be paid one (1) day's 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.

(e) 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 (1) week's written notice of intention to quit to be eligible for this benefit.

Section 19 – Vacation Requests

Employees granted permission to take vacations during operational periods shall receive vacation pay at the time vacation is taken. All unused vacation shall be taken with pay when the Club closes. The Club shall not unreasonably deny permission to take a vacation, provided that the Club may restrict vacations during Peak Season. Peak Season runs from Memorial Day – September 30th and Halloween week and Thanksgiving through January 1st.

ARTICLE 8
HOLIDAYS

Section 20 - Holiday Provisions

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

Mother's Day	Memorial Day	Independence Day
Labor Day	Thanksgiving Day	Christmas Day
New Year's Day	Employee's Birthday (after 1 year of employment)	Easter

Section 21 – Eligibility

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

(b) A full-time employee shall not be eligible for holiday pay until employed more than one hundred twenty (120) calendar days.

(c) A full-time employee laid off shall be paid for a holiday if it occurs within fifteen (15) calendar days of layoff, provided that an eligible full-time employee whose birthday falls at anytime during a layoff related to the Club's annual closed period shall receive payment for the birthday holiday at the time of layoff.

(d) If a holiday falls during a period of vacation, the employee shall receive an extra days pay.

(e) 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.

(f) After three (3) years of employment, full-time employees hired on or after May 1, 2007 shall receive the employee's birthday as a paid holiday, subject to the provisions herein.

Section 22 - Part-time Benefits

Part-time employees will be paid time and one-half (1-1/2) for working on a holiday.

ARTICLE 9
PAID PERSONAL ABSENCE DAYS
FULL-TIME EMPLOYEES

Section 23 - Paid Personal Absence Provisions

Employees shall receive sick time as provided in the Michigan Earned Sick Time Act ("ESTA"). ESTA governs, among other things, the accrual, use, and administration of earned sick time for Employees. The Employer retains the sole and exclusive right to modify or rescind its ESTA Policy as it deems appropriate, to comply with changes in federal, state, or local law, including any modifications to the Michigan Earned Sick Time Act or any successor law. Earned sick time that is used in accordance with the ESTA Policy shall be paid as set forth in Article 20, Section 63(d) for the number of hours of earned sick time so used.

ARTICLE 10
LEAVES OF ABSENCE

Section 28 - Leave of Absence Provisions

Leaves of Absence without pay for reasons including bona fide illnesses or injuries or personal reasons shall be granted to employees in accordance with the provisions of this Article after successful completion of their introductory period. The term of any leave covered by this Article may be extended by the written mutual agreement of

the parties. The circumstances and conditions of a leave request will be provided on the appropriate leave of absence request form. A leave of absence is not automatic, and must be requested, reviewed, and approved by the Club in writing. All leaves of absence will be in accordance with the Family and Medical Leave Act of 1993 (FMLA) where applicable.

Section 29 - Medical Leave

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

(a) Employees shall be granted a medical leave of absence provided an employee has completed at least one (1) full year of service with the Club and have worked a minimum of 1,250 hours in the twelve (12) month period preceding the leave to be eligible for such leaves. Employees who do not meet this requirement may apply for a personal leave of absence.

(b) Medical leaves shall be granted for a period of up to twelve (12) weeks in any twelve month period. An employee who exhausts the maximum leave of absence available pursuant to this Section shall be provided the opportunity to be placed on inactive status according to Section 48 of this Article. Upon presentation of appropriate medical documentation, and after one (1) year of service, the Employer may provide up to twelve (12) months of unpaid medical leave within a twenty-four (24) month period.

(c) The Club shall continue to provide medical insurance coverage for eligible employees for up to twelve (12) weeks while on an approved medical leave of absence in accordance with the requirements of the FMLA. Employees not eligible for FMLA leave shall receive medical benefits until the end of the month following the month the leave began.

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

(e) The Club may require medical evidence prior to approving a medical leave.

Section 30 - Illness in the Immediate Family Leave

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

(a) An employee shall be granted a leave of absence for an illness in the immediate family provided an employee has completed at least one (1) full year of service with the Club and has worked a minimum of 1,250 hours in the twelve (12) month period preceding the leave to be eligible for such leave. Employees who do not meet this requirement may apply for a personal leave of absence.

(b) Leaves shall be granted for a period of up to twelve (12) weeks in any twelve month period.

(c) The Club shall continue to provide medical insurance coverage for eligible employees for up to twelve (12) weeks while on an approved leave of absence due to illness in the employee's immediate family in accordance with the requirements of the FMLA. Employees not eligible for FMLA leave shall receive medical benefits until the end of the month following the month the leave began.

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

Section 31 - Child Rearing Leave

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

(a) An employee shall be granted a child rearing leave of absence provided an employee has completed at least one (1) full year of service with the Club and has worked a minimum of 1,250 hours in the twelve (12) month period preceding the leave to be eligible for such leaves. Employees who do not meet this requirement may apply for a personal leave of absence.

(b) Leaves shall be granted for a period of up to twelve (12) weeks and eligibility ends one (1) year after the date of birth or placement of the child.

(c) Proof of the birth or adoption may be required.

(d) The Club shall continue to provide medical insurance coverage for eligible employees for up to twelve (12) weeks while on an approved child rearing leave in accordance with the requirements of the FMLA. Employees not eligible for FMLA leave shall receive medical benefits until the end of the month following the month the leave began.

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

Section 32 - Military Service Leave

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

(a) The military leave shall be in accordance with applicable laws.

(b) Proof of military duty shall be required prior to the approval of such leave being granted.

Section 33 - Personal Leaves of Absence

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

(a) Employees may be granted a personal leave after successful completion of their introductory period.

(b) Leaves shall be limited to eight (8) weeks.

(c) The circumstances and conditions of a personal leave request must be stated on the appropriate leave of absence request form and the form must be submitted to the Club.

(d) Employees shall be required to use all accrued/unused vacation and personal days during the leave period.

(e) Employees granted a personal leave may retain their insurance coverage at the employee's expense.

Section - 34 General Guidelines for Leaves of Absences

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

(b) An employee who enters into gainful employment at another Employer while on a leave of absence, unless specifically approved by the Club in writing, will be terminated.

(c) An employee may request an extension to a leave of absence by providing written justification for the leave extension. An extension to a leave is not automatic and must be requested and granted in writing.

(d) Any combination of leaves of absence shall not exceed twelve (12) weeks within a one (1) year period unless approved by the Club.

(e) All leaves of absence require review and approval by the Club.

(f) All leaves of absence shall be in writing and submitted by the employee to the Club with thirty (30) days advance notice of the proposed leave commencement, or as much advance notice as possible.

Section 35 - Returning from Leave of Absence

(a) Any employee returning from a leave of absence due to a medical condition or a leave of absence due to injury is required to obtain a written release from a licensed physician stating that the employee is able to return to work.

(b) An employee returning from a leave of absence from work in excess of the time periods as stated in this Article, shall receive prior service credit for seniority for time employed up to a maximum of three (3) years. The returning employee will be returned to a job in his/her former classification, which may result in the displacement of the least senior employee in the job classification.

(c) In order for a former employee to be eligible to return to his/her former job classification the employee must return to work within the lesser of time worked or thirty-six (36) months of being placed on inactive status. The employee must also provide the Club with written intent to return to work within fifteen (15) days from the date on which the employee is placed on inactive status.

ARTICLE 11
SENIORITY
FULL-TIME/PART-TIME EMPLOYEES

Section 36 - Seniority Provisions

(a) The Club recognizes seniority in specific job classifications and employees shall, whenever reasonably possible, be promoted, demoted, laid off and recalled to work according to length of service, provided the employee qualifies for the job classification.

(b) The Union recognizes the right of the Club to arrange its work schedules, to designate days off and to fix hours worked by employees. The Club will, whenever reasonably possible, follow seniority rights in arranging its schedules, in designating days off and hours to be worked by employees, but the Club shall not be restricted in carrying on its operations in an efficient manner or in complying with specific requests of members or guests for special assignments.

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

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

(e) Part-time employees shall have seniority amongst themselves. Their seniority shall be established by the hire date and their job classification. The Club shall maintain a list in seniority, based on their availability. The Club shall maximize the full availability of a part-time employee before scheduling the next employee.

(f) When an employee is involuntarily transferred from full-time to part-time, the employee shall be placed at the top of the part-time seniority list for purposes of scheduling. When an employee voluntarily transfers from full-time to part-time, the employee shall be placed at the bottom of the part-time seniority list for purposes of scheduling. When an employee transfers from part-time to full-time, the employee shall be placed at the bottom of the full-time seniority list for purposes of scheduling.

Section 37 - Probationary Period

New employees are probationary employees and shall not acquire seniority until employed for more than ninety (90) calendar days. Upon completion of this probationary period, seniority shall be date of hire as a full-time employee. Part-time employee's seniority shall be the date they become a part-time employee except as otherwise provided in this Agreement.

Section 38 - Termination of Seniority Rights

(a) Seniority rights terminate when an employee:(i) quits or retires; (ii) Is discharged for cause; (iii) Fails to return to work from an approved leave of absence;(iv)Is absent for three (3) consecutive scheduled days without notice except when the employee is unable to give notice due to circumstances beyond control, in which case the employee shall give notice as soon as possible, but in any event within eight (8) days; or (v) is laid off for a period equal to seniority or one (1) year from the date of layoff, whichever is the lesser period of time.

(b) Employees in a department of the Club working less than the full operating year shall maintain seniority from year to year equal to the number of consecutive years employed, provided they work at least ninety (90) days in each year unless laid off.

(c) Notwithstanding the foregoing, in the event the Club closes in whole or part for remodeling, renovation, repairs or similar purposes, seniority shall continue during the closed period, and the closed period shall not be considered as part of any layoff period for purposes of seniority expiration.

ARTICLE 12
HEALTH - WELFARE – PENSION

Section 39 - Culinary Plan 345, Full-time Employees During Their First 90 Days Of Employment

(a) The Club shall make a contribution for each day, or part thereof, or month worked or paid, in accordance with the schedule in paragraph (d) of this Section, for each full-time employee, until such full-time employee

completes ninety (90) calendar days of employment, at which time the full-time employee becomes eligible for contributions listed in paragraph (e) of this Section from and after such employee's first date of employment. Contributions will be made to UNITE HERE HEALTH.

(b) The Parties agree and understand that if appropriate welfare contribution rates are not paid, the Trustees of the Fund may eliminate benefits to otherwise eligible Participants and terminate the employers participation pursuant to Paragraph 1.1 of the Fund's Minimum Standards.

(c) The Club will not submit welfare contributions for employees classified as part-time or seasonal employees (extra or steady extra employees).

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

(i) $2.01 per day, effective January 1, 2026 through March 31, 2028.

(e) Contribution rates for each month worked or paid shall be:

(i) $40.25 per month, effective January 1, 2026 through March 31, 2028.

(f) Whether insured under health maintenance organization, or covered as an individual or a dependent upon a comparable plan, the Club will continue the monthly culinary contribution in the amounts referred to in Section 39(e) above.

(g) Effective April 1, 2028 through the expiration of this agreement, the Employer agrees to contribute the contribution rates necessary, as determined by the Fund, to sustain benefits. The parties agree and understand that, if the appropriate welfare contribution rates are not paid, the Trustees of the Fund may eliminate benefits to otherwise eligible participants and terminate the employer's participation pursuant to the Fund's Minimum Standards.

Section 40 - Health Maintenance Organizations; Premium Increases

(a) In addition to the contributions set forth in Section 39 above, on the first day of the first full month following sixty (60) calendar days of employment as a full-time employee and beginning with that full month; provided such full-time employee is not covered as an individual or a dependent on a comparable plan; the Club will pay to the insurance carrier of record eighty percent (80%) of the monthly premium per month, or part thereof, worked or paid. Employees shall be responsible for the remaining twenty percent (20%) through payroll withholding. One hundred percent (100%) of the deductible will be paid by the Club.

Upon written request, qualified employees may receive a stipend in the gross amount of One Hundred and 00/100 Dollars ($100.00) per month in lieu of Employer provided medical coverage. Employee must otherwise qualify for Employer health coverage and provide continued proof of health care coverage. Ability to transfer into the Employer provided coverage is subject to the open enrollment terms of the Employer provided healthcare plan.

(b) The Club may change carriers or plans or self-insure health insurance coverage provided comparable benefits are maintained.

Section 41 - Dependent Care

(a) Should any full-time employee desire to cover as a dependent any person other than such employee, such full-time employee must do so at such full-time employee's individual expense.

(b) Full-time employees who are not eligible for Club-paid HMO coverage in conformity with Section 40 may enroll, if eligible, at the employee's expense, paid through payroll deduction.

Section 42 - Section 125, Self-Payment Plan

The Club will establish and maintain a "Section 125" plan to permit those employees who self-pay some or all insurance premiums (e.g., for spousal or family coverage, etc.) to do so with pre-tax funds rather than after-tax funds.

Section 43 - Brand-Name Prescription Reimbursement

(a) The Club shall reimburse the employee $10 of the $40 prescription co-pay paid by the employee for a brand-name medication prescribed by a medical provider for the employee. In order to claim reimbursement, the employee must ask the medical care provider to prescribe a generic medication. This reimbursement shall be based upon the medical care provider having made a determination that a generic medication is not appropriate or suitable for the employee and that the brand-name medication must be prescribed, which determination shall be indicated on the prescription form either as "DAW" or "Dispense as Written."

(b) The employee shall be able to file a claim for reimbursement, on a form to be provided by the Club, on a quarterly basis. Each quarter consists of the following months:

First Quarter: January, February and March; Second Quarter: April, May and June;
Third Quarter: July, August and September; and Fourth Quarter: October, November and December.

(c) In submitting a claim, the employee must provide billing documentation that shows that the $40 brand-name prescription co-pay has been paid by the employee. The Club shall have the right to request that the employee provide other substantiating documentation regarding the need for the prescribing of a brand-name medication.

Section 44 Layoff Leave Quit or Discharge

(a) Upon completion of one (1) year of employment as a full-time employee, and upon work or payment for two hundred (200) or more days from date of hire as a full-time employee, the Club will pay for one (1) month following layoff, the monthly contribution due for health maintenance organization coverage for such full-time employee as provided for in Sections 41 of this Article, and the one (1) month contribution to the Culinary Plan as provided in Section 40 of this Article. However, the Club may provide contributions, in a non-discriminatory manner, in excess of those required by this part of this Section. Provided further, the Club shall continue coverage year round, including during the Club's annual closed period, for any full-time employees who work as full-time employees for ten (10)months or more in a calendar year, so that there will be no gap in the Club-paid coverage provided under this Agreement.

(b) If a full-time employee is granted a leave of absence pursuant to Section 30 of this Agreement, the Club will contribute the monthly health maintenance organization contribution for such full-time employee as provided in Section 41 of this Article, and the monthly culinary contribution as provided in Section 40 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 45 - Pension Program, Fund 545 (See MOA)

Effective with the execution of this Agreement by both parties, the Club will contribute, in addition to the health and welfare contributions provided in this Article, a contribution in dollars per day, or part thereof, worked or paid for each bargaining unit employee classified as full-time to the UNITE HERE Retirement Fund, pursuant to an indenture of trust establishing such fund.

(a)

Effective		Daily Rates	Hourly Rates
6/1/2023	11/30/2024	$27.11	$3.39
12/1/2024	11/30/2025	$27.99	$3.50
12/1/2025	11/30/2026	$28.87	$3.61
12/1/2026	11/30/2027	$29.75	$3.72
12/1/2027		$30.63	$3.83

(b) The Club will not submit pension contributions for employees classified as part-time or seasonal employees (extra or steady extra employees) except those employees classified as Worker II.

Section 46 - Funds and Trustees

The Club and the Union agree to be bound by the Agreement and Declaration of Trust ("Trust Agreement") of the said UNITE HERE HEALTH ("Fund") as may, from time to time, be amended, and they do hereby irrevocably designate as their respective representative on the Board of Trustees, together with their successors selected as provided therein, and agree to abide and be bound by all procedures established and actions by the Trustees pursuant to said Trust Agreement. Any provision in this Agreement that is inconsistent with the Trust Agreement, or the Plan of Benefits, rules, or procedures established by the Trustees, shall be null and void.

The Club agrees to contribute for each employee covered by this Agreement the sums listed above to the Fund for the purpose of providing health and welfare benefits under the UNITE HERE HEALTH Plan, or such new, merged, or consolidated plan as may be adopted by the Trustees. Said contribution shall be submitted monthly, together with a report of the employee data required by the Fund, on the format prescribed by the Fund, no later than the fifteenth (15th) day of the month following the month for which contributions are to be made.

Section 47 - Employee Data

The contributions provided in Sections 39, 40, 41, 42 and 45 shall be paid monthly, together with a report of employee data prescribed by the Trust Funds no later than the fifteenth (15th) day of the month following the month for which they are to be made. Said employee data shall include name, address, social security number, sex, date of birth, date of hire, days or weeks of employment, length of employment and such other information as the Trustees may determine necessary in order to comply with the record keeping requirements of ERISA and/or to properly provide welfare and pension benefits to participants.

Section 48 - National Health Insurance

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

ARTICLE 13
GRIEVANCE PROCEDURE - NO STRIKE - NO LOCKOUT

Section 49 - Grievance Procedure

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

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

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

Step Three - 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 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. These time limits are material and may be waived only by written agreement in each individual grievance.

Step Four – If no agreement is reached at Step Three, both Parties shall agree to non-binding mediation of the grievance case in an effort to resolve the dispute before going to arbitration. The Club and Local 24 shall give good faith consideration to the finding of the Mediator. The Mediator shall be requested from the Federal Mediation and Conciliation Service at no cost to each party.

Step Five - 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 delivery of a written demand for arbitration to the Club within sixty (60) days of the Club's Step 4 written response. Following the written demand, a single arbitrator, whose decision shall be final and binding, shall be selected by mutual consent or in accordance with the policies, functions and procedures of the Federal Mediation and Conciliation Service or the Michigan Employment Relations Commission. The parties shall share the costs and fees of the arbitrator equally, and shall pay their own respective costs.

Section 50 - No Amendments to Agreement

The arbitrator shall have no power to alter, amend, change, add or subtract from any of the terms of this Agreement, but shall determine only whether or not there has been a violation of this Agreement.

Section 51 - No Strike Provision

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

Section 52 - No Lockout Provision

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

ARTICLE 14
MANAGEMENT'S RIGHTS

Section 53 - Rules and Regulations

(a) The Union recognizes the undisputed right of the Club to operate and manage its business in all respects in accordance with its commitments and responsibilities to its members and their guests and to make and alter from time to time written rules and regulations to be observed by employees, which written rules and regulations shall not be inconsistent with this Agreement. The Club shall provide each employee with a copy of its rules and with alterations when made.

(b) Drug/alcohol testing. The Club shall have the right to direct an employee to be tested for unlawful drugs and/or alcohol based upon reasonable suspicion that the employee is using or under the influence of such substances on the job or in the workplace, subject to the following conditions:

(i) All testing shall be non-invasive and conducted by qualified professionals under conditions that ensure the employee's health, safety, privacy and dignity;

(ii) All testing shall be done on paid time and, whenever possible, during the employee's normal work schedule;

(iii) All testing shall be at the Club's expense;

(iv) The employee is entitled to the presence of a union steward, during work time, on request;

(v) The results shall be provided to the employee by the tester at the same time they are provided to the employer;

(vi) The testing process and resulting discipline shall be subject to the just cause standard and the grievance procedure, as is application of this section;

(vii) The Club shall state the basis for its reasonable suspicion in writing, signed by two (2) managers, in advance of directing testing, and shall supply the writing to a union steward at the time the employee is directed for testing.

(c) Disciplinary Notices. A copy of the disciplinary write-up (or discharge notice), reflecting both the level of discipline and policy/rule violated by the employee, shall be issued to the employee at the time of the disciplinary meeting. Disciplinary write-ups shall be considered voided for progressive discipline purposes after twelve (12) months of the infraction. Shop Steward(s) shall be present during the disciplinary meeting. In the event a Shop Steward is not available, another bargaining unit employee, available at the time of the meeting, can substitute for a Shop Steward. That employee shall be (reasonably) acceptable to the employee who is the subject of the disciplinary meeting.

(d) Progressive Discipline.

(i) The Club will generally follow progressive discipline but reserves the right to discipline at any level including but not limited to suspension and immediate termination as circumstances warrant.

(ii) Progressive Discipline Steps:

a) Verbal Written Coaching
b) Written Warning
c) 3-day suspension
d) Any violation after suspension will be terminated

(iii) Attendance and Performance Violation/infractions will be treated separately.

ARTICLE 15
MEALS - LOCKER ROOM – UNIFORMS

Section 54 – Meals

The Club shall furnish one (1) fresh meal that has been prepared within the last 24 hours for each shift worked. Meals should consist of at least one (1) protein option, one (1) vegetable option, one (1) starch option and one (1) salad option. 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. If no other employee is available to cover the workstation while eating, the employee will return to their original workstation and take a break when time permits. There shall be a weekly menu posted on the board for employees to review.

Section 55 - Locker Rooms

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

Section 56 – Uniforms

(a) The Club shall from time to time determine the regulation waiter and waitress uniforms.

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

(c) The Club shall provide the following for part-time non-kitchen employees:

- 2 golf style shirts
- 2 formal style shirts
- 1 pair of pants
- 1 tie
- 1 vest

The Club shall provide the following for full-time non-kitchen employees:

- 3 golf style shirts
- 3 formal style shirts
- 3 pants
- 2 vests
- 1 tie

(d) The Club shall provide the following for full- and part-time non-kitchen employees:

- Club designated outdoor jacket

ARTICLE 16
EMPLOYEE/UNION RIGHTS

Section 57 – Discrimination

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

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

Section 58 – Injuries

The Club shall post a list of doctors and hospitals in the area for employees who may sustain injury while on the job. Any employee injured on the job sent from the Club for medical attention shall be paid for the balance of the scheduled shift on that day.

Section 59 - Union Activities

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

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

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

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

ARTICLE 17
SAVING PROVISION

Section 60 - Saving Provision

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

ARTICLE 18
JURY DUTY • FULL-TIME EMPLOYEES

Section 61 - Jury Duty

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

(b) An eligible full-time employee summoned and reporting for jury duty shall be paid an amount equal to the difference between the amount of straight-time wages the employee otherwise would have earned by working on that day and the daily jury duty fee paid by the court, excluding travel allowances or reimbursement of expenses. The Club's obligation to pay an employee for jury duty is limited to a maximum of thirty (30) days in any year. In order to receive payment, the employee must give the Club prior notice and must furnish evidence that jury duty was performed.

ARTICLE 19
BEREAVEMENT LEAVE - FULL-/PART-TIME EMPLOYEES

Section 62 – Bereavement

(a) Full-time and part-time employees must have been employed for one (1) year and have worked at least two hundred (200) days before becoming eligible for bereavement leave. A day paid is considered a day worked.

(b) If a full-time or part-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 and part-time employees attending the funeral shall be granted five (5) consecutive regularly scheduled work days with pay for purposes of attending the funeral. For tipped or fixed gratuity employees, bereavement pay shall be base daily pay plus one hundred percent (100%) of base daily pay per day of leave.

ARTICLE 20
OTHER SPECIFIC WORKING CONDITIONS

Section 63 - Additional Pay Provisions

(a) In the event tips or gratuity are added to bar checks by members or their guests at the time of service and are billed to the member or guest when only bartenders are involved in service, said tip or gratuity shall be given to the bartender, but this shall not apply to service charges subsequently added by the Club, which charges shall not be construed as a tip or gratuity in accordance with the terms of this provision.

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

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

(d) All non-vacation Paid Time Off. All non-vacation paid time off for tipped employees (this includes bereavement days, sick and personal days, jury duty, and mandatory employee meetings including training meetings, shall be paid at the standard (non-tipped) Michigan Minimum Wage or one time the daily rate whatever is greater, provided however, mandatory meetings and training meetings shall be paid on the hours actually attended, but no less than four (4) hours.:

Sick/training	4/1/26	$130.00 daily
	4/1/28	$140.00 daily

Section 64—Scheduling and Staffing

(a) Full-time, eight (8) hour employees may be scheduled for shifts of less than eight (8) hours only in conformity with Section 5(c) and 5 (d).

(b) Management shall make every reasonable effort to staff banquets (i) 1 Server per 20 guests for breakfast and Lunch; and (ii)1 Server per 16 guests for Dinner and Supper functions.

(c) If banquet servers serve more than 20 guests for breakfast or lunch, or more than 16 guests at dinner or supper parties, they shall be paid premium pay (i) for each additional guest for breakfast or lunch, thirty-five (.35) cents per person; and (ii) for each additional guest at dinner or supper parties, forty (.40) cents per person.

(d) If servers serve banquet buffets exclusive of Club functions, they will receive thirty-five (.35) cents; for each additional guest in excess of 35 for a luncheon banquet buffet, and forty (.40) cents; for each additional guest in excess of 35 for every dinner banquet buffet.

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

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

(g) Management shall make every reasonable effort to staff banquets, generally one (1) server per 20 guests for Breakfast, Lunch, Dinner and Supper functions.

(h) Assuming hours are otherwise approximately equal within the required classification, when staffing levels exceed the number needed to service the Club members during a banquet event, volunteers (high seniority) shall be asked if they wish to leave first. If not enough employees volunteer from (high seniority); the Club shall mandate from reverse seniority. This language shall govern with the assurance that volunteers shall decide in a timely manner about the option to stay or leave early. Those employees who have been sent home shall receive reporting pay as outlined in the CBA.

(i) Notwithstanding any provision in the CBA to the contrary, non-bartender employees tending the bar at a banquet function shall be paid at the same rate as a Banquet Server and shall receive one share of the service fee pool.

(j) A report including a total of the sales and gratuity and the accounting or "breakdown" of the function prices and gratuity amounts per employee shall be available in a written document on each Thursday.

The following functions shall be pooled functions only:

- Fourth of July Festivities
- Halloween Carnival
- Farm-to-table dinners
- Specialty Wine dinners
- Holiday Ball
- Banquet and a la carte events of 20 or more

(k) Lunch Tip Pool. For twenty (20) billed guests or more, each shift shall be pooled (consisting of banquet and A la Carte business).

(l) Dinner Tip Pool. For banquet events only, combined billed guests totaling twenty (20) people or more and/or total banquet billing of $3,500 before gratuity and tax.

(m) "Tipped Credit". If there is a change in the current State of Federal law regarding "tip credit" that results in a higher tipped employee base hourly rate, the parties shall meet and discuss the amount of service charge paid to employees for a la carte and banquets.

ARTICLE 21
POSITIVE LABOR RELATIONS

A joint labor-management committee shall meet for the purpose of discussing matters that would positively improve the workforce, labor-management relations, and the Club's operations and business. Such meetings shall include representatives from the Union and Management. Local 24 shall designate the representatives to participate in these meetings, and likewise, the Club shall designate participants from management. A written agenda shall be given to management/union in advance of the meeting. The committee shall meet not more often than once per month, unless otherwise mutually agreed. Both the Club and the Union shall give good faith consideration to the views expressed in the meetings. Both parties (GM/Union Representative on record) shall respond to the other's agenda items in writing within fourteen (14) days after the meeting.

ARTICLE 22
FAIR TREATMENT

Section 65 - More Favorable Agreement

If the Club believes that Local 24 has negotiated, with a similarly-situated club, an agreement more favorable to that employer than this Agreement, the Club may so notify Local 24 within a reasonable time and the Parties will, upon the Club's request, meet to discuss the Club's interest in conforming this Agreement to the other similarly-situated club's agreement, provided that this Agreement shall remain in full force unless and until the parties agree otherwise.

ARTICLE 23
TERM OF AGREEMENT

Section 66 – Term

This Agreement is effective, April 1, 2026 and continues through March 31, 2029 and from year to year thereafter, unless either party serves notice in writing by certified mail on the other party not more than ninety (90) calendar days, nor less than sixty (60) calendar days prior to or any subsequent anniversary date. Upon giving notice, this Agreement shall terminate or subsequent anniversary.

UNITE HERE LOCAL 24

By: _____

Its: International Union Director

BIRMINGHAM COUNTRY CLUB

By: Timothy Gardella

Its: General Manager / COO

SCHEDULE A
NON TIPPED

	6/24/2026		4/1/2027		4/1/2028	
	DAILY	HOURLY	DAILY	HOURLY	DAILY	HOURLY
Sous Chef	$160.56	$20.07	$164.56	$20.57	$169.36	$21.17
Cook	$160.00	$20.00	$164.00	$20.50	$168.80	$21.10
Pastry Chef	$160.00	$20.00	$164.00	$20.50	$168.80	$21.10
Utility Worker	$149.36	$18.67	$153.36	$19.17	$158.16	$19.77

Utility Workers include polishers, Potwashers, Dishwashers, Runners, Garbage Men, Glasswashers, Kitchen persons, Ice persons, Coffee Makers, Vegetable Prepares, and General Kitchen Cleaning and Busser

SCHEDULE B
STAFF PERSONNEL

These classifications do not necessarily apply to people working in the classifications. It is necessary in accordance with the recognition provisions of this contract that an employee indicate a desire to be represented by the Local by execution of an authorization card.

	6/24/2026		4/1/2027 i		4/1/2028	
	DAILY	HOURLY	DAILY	HOURLY	DAILY	HOURLY
Housekeeper	$151.72	$18.94	$155.52	$19.44	$160.32	$20.04
House-Person	$150.56	$18.82	$154.56	$19.32	$159.36	$19.92

SCHEDULE C
TIPPED

	Ratification		4/1/2027		4/1/2028	
	DAILY	HOURLY	DAILY	HOURLY	DAILY	HOURLY
Servers, Full-Time; 8 hours	$45.36	$5.67	$47.36	$5.92	$49.76	$6.22
Servers, Part-Time; 4 Hours	$49.60	$6.20	$51.60	$6.45	$54.00	$6.75
Bus Person Runner	$55.92	$6.99	$57.92	$7.24	$60.32	$7.54
Bus Person Runner (4 hours)	$55.92	$6.99	$57.92	$7.24	$60.32	$7.54
Captain	$60.64	$7.58	$62.64	$7.83	$65.04	$8.13
Bartender	$138.32	$17.29	$140.32	$17.54	$142.72	$17.84

Part-time server working time in addition working time in addition to his/her scheduled 4 hour shift shall be entitled to the wage rates in the table above. Bartenders shall be considered Tipped Employees and receive Tipped Employee wage increases. A la Carte Bartenders shall continue to receive gratuities on all “chits” at the bar area.

Tipped employees receive the greater of the below increase or the Michigan Minimum Wage rate for tipped employees but not both.

Effective the beginning of the pay period following Ratification:

Gratuity/Service Fees to be distributed as follows:

- A la Carte Servers shall receive 18%
- Servers and Captains shall receive 18% pooled, divided and distributed as follows:
  Each Server and Captain working the banquet shall receive 1 equal share of the 18% service charge pool.
- The Club will pay Captains an additional .5 share that is not included in the 18% pool.
- Bartenders do not participate in the 18% service charge pool. Instead, Bartenders shall receive 50% of the Bartender Fee when a Bartender Fee is charged. Bartenders shall receive Bartender Fee when the Maguire bar is used for buffet.
- Any service charge in excess of 18% is the property of the Club.
- Busser/Runner duties may be performed by Utility classification (Employer discretion). Non-tipped position

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

Ratification Bonus: Regular Non-Probationary Employees employed on Ratification and on date of payment shall receive the following Ratification Bonus, in the gross amount, less legal deductions:

Full-time employees -- $500.00
Part-time employees -- $250.00

MEMORANDUM OF AGREEMENT

2027 Anticipated Shut Down Pay

This Memorandum of Agreement ("MOA") made on April 1, 2026, by and between Birmingham Country Club ("Club") and UNITE HERE, Local 24 ("Union") (collectively, the "Parties").

WHEREAS, the Parties have entered into a collective bargaining agreement for the period April 1, 2026 through March 31, 2029 ("CBA"); and

WHEREAS, the Parties anticipate a temporary shutdown in 2027 due to facility renovation; and

WHEREAS, the Parties have met and fully negotiated the effects of the anticipated 2027 temporary shutdown;

NOW, THEREFORE, it is agreed:

1. In the event the Club's kitchen is closed due to renovations beyond February 28, 2027, the Club will guarantee 85% of the 2026 Monthly Wages for full-time employees who normally would have otherwise returned to work by March 1, 2027. The purpose of the guarantee is to provide 85% of the applicable monthly 2026 wage when an Eligible Employee is deprived of work due to the kitchen closure renovation. The guarantee does not apply to the extent an employee fails to return and work available hours.

2. In the event the Club is open for business but work hours are limited due to renovations, the Club will still guarantee 85% of the applicable monthly 2026 wage.

3. Payment will be made in one lump sum payment on the first pay period of the following month.

> *For example*, if a full-time employee normally would return to work by March 1, 2027, ("Eligible Employee"), had earned $2,000 in March 2026, the Eligible Employee would receive a minimum of 85% of $2,000 = $1,700.

MEMORANDUM OF AGREEMENT

Pension Withdrawal Option

This Memorandum of Agreement ("MOA") made on April 1, 2026, by and between Birmingham Country Club ("Club") and UNITE HERE, Local 24 ("Union") (collectively, the "Parties").

WHEREAS, the Parties have entered into a collective bargaining agreement for the period April 1, 2026 through March 31, 2029 ("CBA"); and

WHEREAS, the Parties have agreed to allow the Club to have the option to withdraw from the UNITE HERE National Retirement Fund;

NOW, THEREFORE, it is agreed:

(1) For a period of eighteen months (18) months from June 1, 2026, the Club, at its option, may completely withdraw from the UNITEHERE National Retirement Fund ("Fund") and thereby cease all future contributions. If the Fund does not provide the withdrawal liability information required by the Club by December 1, 2026, the eighteen month (18) month option is extended for the period between December 1, 2026 and when the Fund provides the requested withdrawal liability information to the Club.

(2) If the Club exercises its option and completely withdraws from the Fund, it shall enroll the employees in the Club's 401k Plan or separate Plan ("Club Plan") and provide eligible employees with:

(i) $1.00 per hour worked contribution into the Club Plan. (Calculated and contributed once annually).

(ii) A one-time only lump sum start-up contribution into the Club Plan based upon completed years of service with the Club at the time the Club withdraws from the Fund as follows:

Completed Years of Service	**One-Time Lumb Sum Contribution For Each Year Of Completed Service**
30 plus	$1,000.00
20 plus	$750.00
10 plus	$500.00
5 plus	$250.00

(iii) A 50% Club match, up to 8%, of the employee's annual compensation contributed by the employee to the Club Plan in accordance with terms of current plan for its non union hourly employees.

(3) All contributions are subject to the terms and conditions of the Club's Plan, a copy of which will be provided to the Union at least sixty (60) days prior to the Club's complete withdrawal from the Fund. Any dispute, issue or questions regarding the Club Plan are resolved exclusively within the terms and conditions of the Club Plan and are not subject to the Parties' CBA grievance and arbitration provisions. Terms and conditions are subject to legal compliance. The Club retains the right to create a separate Club Plan for employees in order to provide the benefits set forth in (2) above.

(4) If the Club does not exercise its option as provided in (1) above, then Article 12 – Section 45 shall continue without change for the term of the CBA, with required contributions.

(5) If the Club exercises its option as provided in (1) above, then Article 12 – Section 45 of the CBA shall be eliminated entirely and (2) and (3) above shall be substituted into the CBA in its place.

(6) The Club has provided the Union with a copy of the Summary Plan Description of the Club Plan.

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