

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

BIRMINGHAM ATHLETIC CLUB

and

UNITE HERE LOCAL 24

JUNE 1, 2015 – MAY 31, 2019

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AGREEMENT

This Agreement, made as of the 1st. day of June, 2015, between the **Birmingham Athletic Club** located at 4033 West Maple Road, Bloomfield Hills, Michigan, 48301, hereinafter referred to as "BAC", and UNITE HERE Local 24, hereinafter referred to as the "Union".

ARTICLE 1 RECOGNITION - UNION MEMBERSHIP - EMPLOYEE HIRING

Section 1. Recognition.

- (a) BAC 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 Schedules "A" through "C" attached and made a part of this Agreement, excluding managerial, confidential, administrative, office clerical, casual and supervisory employees and guards as defined in the National Labor Relations Act.
- (b) If BAC creates a new classification and BAC and the Union agree the employee is to do bargaining unit work, BAC and Union shall meet and determine an appropriate wage rate and other conditions of employment.

Section 2. Union Membership.

- (a) All employees shall have the voluntary choice to become or remain members in good standing of the Union by tendering to the Union the initiation fees and periodic dues to the Union that are the obligation of members.

ARTICLE 2 CHECK-OFF OF UNION DUES\POLITICAL CONTRIBUTION DEDUCTION

Section 3.

- (a) The Employer shall honor and effectuate the payroll deduction authorization card attached to this Collective Bargaining Agreement, and incorporated herein by reference, for each employee who signs said card, for such period as each authorization is in effect. The Employer shall deduct for each payroll or at such other intervals/times otherwise designated by the Union the amount authorized by the employee and promptly transmit 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 their negotiation of the overall economic terms of this Collective Bargaining Agreement.
- (b) The Union shall indemnify, defend and save the BAC harmless against any and all claims, demands, and suits, attorney fees or action taken by the BAC in reliance upon payroll deduction authorization cards submitted to the BAC."
- (c) The Birmingham Athletic Club will provide on a quarterly basis, an employer roster including: Name, Address, Full Social Security Number, Telephone Number, House Seniority Date, Full-Time or Part-Time Status electronically to the Union.

- (d) The BAC agrees to honor political contribution deduction authorizations from the employees in the following form:

I hereby authorize the BAC to deduct from my pay the sum of \$1.00 per month and to forward that amount to the UNITE HERE TIP (To Insure Progress) Campaign Committee, 275 Seventh Avenue, New York, NY 10001. This authorization is signed voluntarily and with the understanding that the UNITE HERE TIP (To Insure Progress) Campaign Committee will use the money to make political contributions and expenditures in connection with Federal elections. I am aware of my right to refuse to sign this authorization with reprisal. This authorization may be revoked by mailing notices of revocation by United States Registered or Certified Mail, Return Receipt Requested, to the Treasurer, the UNITE HERE TIP (To Insure Progress) Campaign Committee, and to the BAC.

- (e) The political contribution deduction shall be made once each month during which an employee who has performed compensated service has in effect a voluntarily executed political contribution deduction authorization. The money shall be remitted within thirty (30) days after the last day of the preceding month to the designated financial officer of the Union, accompanied by a form stating the name, social security number, and address of each colleague for whom a deduction has been made, and the amount deducted.

**ARTICLE 3
HOURS OF WORK - WORK WEEK - DESIGNATION OF 6TH AND 7TH DAYS -
REPORTING FOR WORK - DEFINITION OF FULL TIME, PART TIME,
LIMITED SHIFT UTILITY, BAR PORTERS, AND
SPECIAL FUNCTION BARTENDER EMPLOYEES**

Section 4.

- (a) Except as provided herein, eight (8) hours of work shall constitute a normal workday and five (5) days shall constitute a normal workweek of full time employees as hereafter defined. This Article shall not be construed as a guarantee of minimum or maximum number of hours of work per week or a number of days per week or of working schedules.
- (b) (i) To accommodate reduced work availability, prior to Memorial Day and after Labor Day, BAC may schedule eight (8) hour full time employees on two (2) shifts of less than eight (8) hours but not less than four (4) hours, during a work week, at hourly rates, scheduling by seniority.
- (ii) BAC may schedule full time employees for shifts of less than eight (8) hours, but not less than four (4) hours, on the employees' sixth (6th) and seventh (7th) days, excluding those that fall on holidays, during the period between Memorial Day and Labor Day. BAC shall not schedule two (2), four (4) hour employees when the work can be done by one (1), eight (8) hour employee. Eight (8) hour non-tipped employees scheduled to work a shift of less than eight (8) hours under this Section will be paid the hourly rate plus a fifty (\$.50) cent per hour premium for all hours worked.
- (iii) Eight hour part-time employees may be scheduled not less than four (4) hours at any time, at their regular hourly rates.

- (iv) BAC will endeavor to maximize work assignments for full time employees up to the five (5) day work week. Two (2) eight (8) hour employees will not be scheduled on shifts of less than eight (8) hours to cover eight (8) hours of available work on one (1) day.
 - (v) Part-time employees will be used to supplement, not to displace, full time employees, unless only part time employees remain in the needed classification. No casual or part time employees shall be used where full time employees are on layoff, except in cases of emergency or where BAC cannot contact laid off employees in the same job classification, or when there are only casual or part time employees in the needed classification.
- (c) A special function bartender is an employee who works less than eight (8) hours, but not less than four (4) hours, in a day and who is called by BAC for special assignments, such as banquets, parties, and other similar functions not regularly scheduled by BAC. There shall be no specific weekly hours or set schedules for special function bartenders. A special function bartender shall not substitute for or replace full time employees for any part of the basic eight (8) hour day or basic forty (40) hour week.

Section 5.

BAC shall designate one day in its payroll week as the seventh (7th) day for each full time employee. BAC shall not be required to designate the same days off for each full time employee nor is there any obligation of the Club to schedule or work an employee on a sixth (6th) or seventh (7th) day.

Section 6.

BAC 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 sixty (60) days and upon seven (7) days notice to the employee. Schedule changes can be made on less than seven (7) days notice only when necessary by virtue of unforeseen circumstances, with prior notice to the Union.

Section 7.

Full and part time employees shall be paid weekly.

Section 8.

An employee reporting for work shall be paid for four (4) hours even if BAC sent the employee home due to a shortage of work. This provision shall not apply in case of an emergency caused by fire, flood, riot, civil commotion or acts of God.

Section 9.

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

Although they are not bargaining unit positions, the Executive Chef may continue to participate in production work, and the "Catering Coordinator" or successor position may continue to participate in Maitre'D work in addition to their other duties in cooperation with bargaining unit employees. Extreme deviation from the status quo is improper and will be addressed by the President of the Union and BAC's General Manager. If a dispute is unresolved, it is subject to the grievance procedure. The Catering Co-ordinator, or successor position shall not participate in tip pools.

Section 10.

- (a) A full time employee is one who is normally scheduled to work thirty-two (32) or more hours per week.
- (b) A part time employee is one who is scheduled to work less than thirty-two (32) hours per week or who is paid at the part time rate for the number of days or hours actually worked.
- (c) A casual employee is one whose name appears on a written list maintained by BAC and who is called to work on a sporadic basis directly by BAC. The names of those employees will be forwarded to the Union at ninety (90) calendar day intervals and will be added to the Union check-off. There shall be no set schedules for employees, but BAC will endeavor to notify them of the schedule prior to the beginning of the work week.
- (d) A seasonal employee is an employee hired to work from May 1 through September 15. Seasonal employees are not covered by the terms of this collective bargaining agreement.

Section 11.

Part time and casual employees working eighteen (18) of twenty-two (22) consecutive weeks of thirty-two (32) or more hours a week will become full time employees. BAC shall not deny a part time and casual employee available work to circumvent this section.

If a full time employee does not average thirty-two (32) hours a week for eighteen (18) of thirty-two (32) consecutive weeks, the employee shall become a part time employee.

Section 12.

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

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

Section 13.

Wages can be raised by BAC for superior knowledge and ability. Wages may also be raised by BAC due to an increase of responsibilities. If responsibilities subsequently change, BAC may readjust wages by the responsibility increase.

Section 14.

The list of job classifications does not mean or require that BAC must hire employees in each classification.

Section 15.

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

Section 16.

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

Section 17.

An employee receiving a higher wage rate, as of May 31, 1999 within the same job classification, than the rate in this contract, shall have that differential maintained as long as the employee occupies the same job classification at BAC. New over scale wages implemented on or after June 1, 1999, are enforceable only if authorized in writing signed by BAC. BAC will notify the Union in writing of such over scale wages within a reasonable period of time.

Section 18.

Except as provided in Section 19, no extra contractual benefit, condition, or practice of employment, past or future, is enforceable under this Agreement by BAC or the Union unless committed to in writing signed by BAC and the Union; provided, that any such writing shall not be effective beyond the term of this Agreement.

Section 19.

New employees will be paid not less than the scheduled rates from date of hire, except as otherwise provided in Schedules A, B, and C.

Section 20.

Work schedules for full time employees shall be posted weekly in advance of the work week.

Section 21.

Employees may make wage assignments to any credit union designated by the Union, for purposes such as Roth IRA accounts or other purposes as arranged with the credit union by the employee. This shall be without cost to BAC, nor shall BAC have responsibility other than to make the wage assignment.

ARTICLE 5
OVERTIME PROVISIONS

Section 22.

Time and one-half shall be paid for all hours worked in excess of eight (8) hours in any one day provided the employee works all scheduled hours during the workweek.

Section 23.

A full time employee will be paid time and one-half (1-1/2) for all hours worked on the employee's consecutive seventh (7th) day or on his scheduled days off. If an employee is absent from work during his/her regular schedule, the employee must make up such lost time at his/her straight time hourly rate before receiving premium pay for seventh (7th)

consecutive day or scheduled days off. This shall not apply if the employee is absent due to the request of the employee not to work his/her regular schedule, and that request has been granted by BAC.

Section 24.

Except as provided herein, 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 day. Overtime time for the 6th or 7th day and more than eight (8) hours in one (1) day shall be offered by highest classification seniority and required by lowest classification seniority. Employees are not offered a 7th day until all the employees in the classification have been offered a 6th day. Furthermore, overtime for over eight (8) hours is offered and required by seniority among the employees in the classification who have worked the immediate eight (8) hour shift.

- (a) Overtime or premium time pay shall not be pyramided.

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

Section 25.

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

Section 26.

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

Section 27.

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

Section 28.

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

**ARTICLE 7
SPLIT SHIFT PREMIUM**

Section 29.

Servers working two separate meal periods shall be paid an additional one dollar and fifty cents (\$1.50).

ARTICLE 8
VACATIONS - FULL TIME EMPLOYEES

Section 30.

- (a) BAC will grant vacations with pay to employees hired before November 1, 2007, as follows:

1 year	-	1 week
2 - 7 years	-	2 weeks
8 - 15 years	-	3 weeks
16 - 22 years	-	4 weeks
23 or more years - as of November 1, 2007		5 weeks

- (b) Vacation schedule for employees hired on or after November 1, 2007:

1 - 2 years	-	1 week
3 - 9 years	-	2 weeks
10 - 15 years	-	3 weeks
16 or more years -		4 weeks

As of May 1, 2007, the Club shall grant full vacations with pay to full time employees. To receive full vacation pay, the employee must work thirty-four (34) work weeks within a fifty-two (52) week period from his/her anniversary date; provided no vacation is due before one (1) year of service. A work week is defined as three (3) days or more worked prior to Memorial Day and after Labor Day and four (4) days or more between Memorial Day and Labor Day. Full time employees working between 20 and 33 work weeks within a fifty-two (52) week period shall receive a prorated vacation for eligible vacation weeks.

- (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, vacation pay shall be the base weekly pay plus seventy percent (70%) of base weekly pay.
- (d) An employee who quits without giving two (2) weeks notice, or who is involuntarily discharged for cause will not be entitled to any unused vacation pay.
- (e) An employee who quits, or is laid off, 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) provided an employee who quits must give two (2) weeks' written notice of the intention to quit to be eligible for this benefit.

Section 31.

Employees granted permission to take vacations during operational periods shall receive vacation pay at the time vacation is taken. All other vacation payments shall be made when BAC closes or during slow periods designated by BAC. In no event shall BAC be required to pay more than fifty-two (52) weeks of compensation per year. Employees permitted to take vacations during operational periods shall take vacations in accordance with seniority. BAC shall not unreasonably deny permission to take a vacation, provided that the BAC may restrict vacations during peak operational periods.

ARTICLE 9
HOLIDAYS - FULL TIME EMPLOYEES

Section 32.

Full time employees shall be paid straight time for the following holidays if not worked and double time for all hours worked:

New Year's Day	Labor Day
Martin Luther King Day	Thanksgiving Day
Memorial Day	Christmas Day
Independence Day	Employee's Birthday

Section 33.

If a full time employee works a sixth or seventh consecutive day and that day falls on a designated holiday, the employee shall be paid two and one-half (2-1/2) times the straight time hourly rate for all hours worked.

Section 34.

To be eligible for holiday pay, a full time employee must work in full the last scheduled workday preceding and the first scheduled workday following the holiday unless excused by BAC.

Section 35.

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

Section 36.

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

Section 37.

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

Section 38.

If a full time employee fails to work a scheduled holiday, pay for that day is forfeited, unless the employee is excused by BAC.

Section 39.

Part time and casual employees as well as banquet line up shall be paid time and one-half the part time rate for working on a holiday.

ARTICLE 10
PAID PERSONAL ABSENCE DAYS - FULL TIME EMPLOYEES

Section 40.

BAC will grant paid personal absence days to all full time employees hired before November 1, 2007 as follows:

- (a) One Year - 3 days
- (b) Two or more years - 6 days

For full time employees hired on or after June 1, 2007:

- (a) Two years - 2 days
- (b) Three years - 3 days
- (c) Four years - 5 days

To receive the eligible number of personal days, employees must work thirty-four (34) work weeks within a fifty-two (52) week period from their anniversary ate. A work week is defined as three (3) days or more worked prior to Memorial Day and Labor Day. Full-time employees working between 20 and 33 work weeks within a fifty-two (52) week period shall receive personal days on a prorated basis.

Section 41.

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 permission of BAC.

Section 42.

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

Section 43.

An employee who quits or is laid off, and who has earned but not been paid for personal absence day under Section 42(a) above, will receive payment for one (1) day for every sixty-six (66) days worked or paid.

An employee who quits or is laid off, and who has earned but not been paid for paid personal absence days under Section 42(b), will receive payment for one (1) day for every thirty-three (33) days worked.

Section 44.

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

ARTICLE 11
LEAVES OF ABSENCE - FULL TIME EMPLOYEES

Section 45. Medical.

Leaves of absence without pay for reasonable periods of time, not to exceed six (6) months or the employee's seniority, whichever is less, shall be granted by BAC for reasons of bona fide illness or disability, including pregnancy. Such leaves shall not affect employees' seniority rights. When medical evidence is presented and additional leave is required, seniority will accrue for an additional three (3) months only.

Section 46. Personal.

Personal leaves of absence without pay, not to exceed two (2) months, may be granted by mutual agreement between BAC 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 47.

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

Section 48.

All leaves and extensions must be in writing, signed by BAC and the employee, and a copy sent to the Union. Any employee that does not return upon the expiration of leave shall be deemed to have abandoned their job.

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

- a. The leave of absence request shall be in writing and submitted by the Associate to the appropriate Club personnel with thirty (30) days advance notice, unless the Associate is called for emergency active duty.
- b. Proof of military duty will be required prior to the approval of such leave being granted.

ARTICLE 12
SENIORITY

Section 49.

- (a) BAC recognizes full time seniority in specific job classifications and employees shall, whenever reasonably possible, be laid off and recalled to work according to length of service, provided the employee qualifies for the job classification.
- (b) The Union recognizes the right of BAC to arrange its work schedules, to designate days off and to fix hours worked by employees. BAC will, whenever reasonably possible, follow full time seniority rights in arranging its schedules, in designating days off and hours to be worked by employees, but BAC 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 full time 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, full time seniority in the new classification shall be calculated from the date of transfer to the date of layoff. Employees transferred to a non-bargaining unit position lose all seniority rights after one (1) year.

- (d) Full time Seniority for purposes of vacation, leaves of absence and paid personal absence days shall be from the employee's last day of hire.

Section 50.

There shall be an equitable distribution of work among part time employees. This will generally give the part time employees with greater length of service more opportunity to work.

Section 51.

New employees are probationary employees and shall not acquire seniority until employed as a full time employee for more than sixty (60) calendar days. Said sixty (60) calendar day period may be extended for up to an additional thirty (30) calendar days upon agreement with the Union, which agreement will not be unreasonably withheld. Upon completion of this 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 control, in which case the employee shall give notice as soon as possible but in any event within ten (10) days;
- (e) Is laid off or off the payroll 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 BAC working less than the full operating year shall maintain seniority from year to year equal to the number of consecutive contract years employed, provided they work at least sixty (60) days in each contract year unless laid off.

ARTICLE 13
HEALTH - WELFARE – PENSION

Section 53. **Guardian Welfare Plan**

The Club shall contribute a monthly contribution per calendar week after such full time employee completes ninety (90) calendar days of employment from date of hire as a full-time employee.

Effective June 1, 2015, through the expiration of this Agreement, the Employer agrees to contribute the contribution rates necessary, as determined by Guardian, to sustain benefits.

Section 55. Health Maintenance Organization. Effective June 1, 2015, in addition to the contributions set forth in Section 54, above, on the first day of the first full month following ninety (90) 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 FULLY PAID FOR BY ANOTHER EMPLOYER; the Club will pay to JP Farley and Associates \$364.00 per month for Health Care and Pharnaceutical Insurance. Employee contributions as of September 1, 2015 shall be \$10.00 per week. Employee contributions as of September 1, 2016 shall be \$15.00 per week.

The Union is open to discussing comparable health care options and contribution rates for the duration of this contract.

Section 56. Health Maintenance Organization Increases. Effective June 1, 2016, the Club will increase its contribution to a maximum of one hundred seven percent (107%) of monthly premium of \$364.00 on an annual basis. Subsequent increases of 107% will be based on the prior year contribution rate.

Section 57. Full Time Employees, Monthly Welfare.

Whether insured under health maintenance organization, or covered as an individual or a dependent upon a comparable plan, the Club will continue the monthly welfare contributions as referred to in Section 55 above.

Section 58. Dependent Care.

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

(b) An employee who is not eligible to receive employer-paid HMO coverage, may enroll in the HMO coverage at the employee's expense, paid in advance each month, through payroll deduction in a form required by the employer. In the event the employee does not pay for his/her coverage in advance the following month, no coverage shall be provided.

Section 59. Layoff Leave, Quit or Discharge

(a) Upon completion of one (1) year of employment as a full time employee, and upon work or payment for 200 or more days from the date of hire as a full time employee, BAC 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 56 or 57 of this Article, and the one (1) month contribution to the welfare plan as provided in Section 55 of this Article. However, BAC may provide contributions, in a non-discriminatory 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, BAC will contribute the monthly health maintenance organization contribution for such full time employee as provided in Sections 56 or 57 of this Article, and the monthly welfare contribution as provided in Section 55 of this Article, for not less than three (3) calendar months following the granting of such leave of absence.

(c) An eligible employee who quits or is discharged will not be entitled to any additional contributions as may be provided in this Section.

Section 60. Pension Program.

Effective June 1, 2015, the BAC will contribute, in addition to the health and welfare contributions provided in this Article, eighteen dollars and forty-seven cents (\$18.47) per day, or part thereof, worked or paid for each full-time bargaining unit employee to the UNITE HERE National Retirement Fund, pursuant to an indenture of trust establishing such fund. Effective December 1, 2015 such contributions will be increased to nineteen dollars and forty cents (\$19.40) per day. Effective December 1, 2016 such contribution will be increased to twenty dollars and thirty-seven cents (\$20.37) per day. Effective December 1, 2017 such contribution will be increased to twenty-one dollars and thirty-eight cents (\$21.38) per day. Effective December 1, 2018 such contribution will be determined by the Fund. The parties agree and understand that, if the appropriate welfare and pension contribution rates are not paid, the Trustees of the Fund may eliminate benefits to otherwise eligible participants and terminate the Employer's participation pursuant to paragraph 11 of the Fund's minimum standards.

The Club reserves the right to withdraw from the pension plan at any time through arrangement with the UNITE HERE National Retirement Fund. Concurrent with any such withdrawal, the Club shall establish a 401(k) plan for the benefit of full-time employees. In such event the Club shall thereafter contribute \$.99 per hour worked or paid for such employees into each participants' 401(k) plan accounts.

The BAC shall for those seasonal employees, defined as full-time students, not be required to make pension contributions to the HEREIU Pension Funds.

Section 61. Binding Agreement.

BAC and the Union agree to be bound by the Agreement and Declaration of Trust of the UNITE HERE National Retirement Fund and as may, from time to time, be amended, and they do hereby irrevocably designate as their respective representative on the Board of Trustees, such trustees named in said Agreement and Declaration of Trust as Employer and Union Trustees, together with their successors selected as provided therein, and agree to abide and be bound by all procedures established and actions taken by the Trustees pursuant to said Trust Agreement. Any provision of this Agreement, other than contribution levels, that is inconsistent with the Agreement and Declaration of Trust or the Plan of Benefits, rules, or procedures established by the Trustees, shall be null and void.

Section 62. Records.

In order to properly pay benefits, keep a record of employees' rights to benefits, and to comply with federal law, BAC and the Union agree to make available for inspection and audit by the fund such records of bargaining unit employees as the fund may require, including, but not limited to, names of employees and dependents, ages, dates of hire, classification, sex, social security number, wages and hours, and days or weeks of employment.

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

ARTICLE 14
GRIEVANCE PROCEDURE - NO STRIKE - NO LOCKOUT

Section 63.

Any dispute arising out of the application and meaning 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 BAC's designated representative.
- Step 2:** Between the aggrieved employee the steward, a Union representative and BAC's designated representative.
- Step 3:** If the grievance has not been satisfactorily settled during Step 1 or Step 2, within fourteen (14) 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 BAC, not more than fourteen (14) 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 fourteen (14) working days following the delivery of the written grievance, BAC shall deliver a written response to the Union and the employee.
- Step 4:** If the grievance has not been settled in Step 3, the grievance may be referred to arbitration by the Union. Arbitration must be initiated by delivering a written demand for arbitration within sixty (60) days of the filing of the grievance with BAC. 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. The parties shall share the costs and fees of the arbitrator equally, and shall pay their own respective costs.

Section 64.

The time limits in Section 66 are material and may be waived only by written agreement in each individual grievance.

Section 65.

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 66.

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

Section 67.

BAC agrees that it shall not lock out any employees for any reason whatsoever and agrees that discipline of an employee shall be for just cause.

ARTICLE 15
MANAGEMENT'S RIGHTS

Section 68.

The Union recognizes the undisputed right of BAC to operate and manage its business in all respects and 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. BAC shall provide each employee with a copy of its rules and with copies of alterations when made.

BAC shall remain vested with full and exclusive control and direction of the management and operation of BAC and its employees. By way of illustration, BAC retains the sole right:

- (a) To direct the work force and to determine the policies and methods of operating its business, except as expressly limited by the specific provisions of this agreement;
- (b) To decide the number and type of machines, equipment, material, products, and supplies to be used or operated;
- (c) To determine the extent to which BAC and/or its equipment, and the various departments/rooms, and sub-departments/rooms thereof, shall be operated, expanded, reduced, shut down, discontinued, merged, liquidated, or relocated.
- (d) To decide the amount of supervision and direction of the working force;
- (e) To be the sole and final judge of the qualifications of all applicants, with the absolute right to select and determine the employees it will hire;
- (f) To determine staffing levels for a department/room;
- (g) To establish or revise work schedules;
- (h) To introduce new, different, or improved methods and procedures in its operations, and to otherwise generally manage the business.

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

BAC and the Union agree that they have bargained fully with respect to all proper subjects of collective bargaining and have settled all such matters as set forth in this Agreement. This collective bargaining agreement constitutes the complete and full understanding of BAC and the Union with respect to wages, hours of work and conditions of employment. This Agreement can only be added to, altered, amended or modified by a document in writing signed by the authorized representative of the Union and BAC. This Agreement supersedes all prior agreements and practices. It is fully understood that there are and shall be no side letters of so-called "private" understandings between the Union and BAC which are not contained within this collective bargaining agreement, or, which are not duly executed modifications entered into pursuant to this Section. BAC is not subject to any duties not expressly assumed in this Agreement. This Agreement embodies all restrictions on BAC's rights.

ARTICLE 16
ALCOHOL/DRUG TESTING

Section 69.

BAC shall have the right to conduct alcohol or drug testing of employees in accordance with its policy.

ARTICLE 17
MEALS -SHIFT DIFFERENTIAL - LOCKER ROOM

Section 70.

Meals are to be eaten on BAC time when employees are not busy and at such time as not to interfere with the efficient operation of BAC. Time for such meals shall not exceed one-half (1/2) hour for each meal. The station of an employee during the meal period shall be covered by another employee whenever necessary. If no other employee is available to cover the station of an employee while eating, such employee shall return to the station to take care of any service that is necessary. Employees scheduled only one meal period shall receive two 15-minute breaks in lieu of the second meal period.

Section 71.

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

ARTICLE 18
UNIFORMS

Section 72.

All uniforms required shall be furnished by BAC and employees shall be responsible for laundering their own uniforms.

Section 73.

BAC 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 BAC's expense.

ARTICLE 19
EMPLOYEE/UNION RIGHTS

Section 74.

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

Section 75.

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

Section 76.

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

Section 77.

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

Section 78.

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

Section 79.

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 80.

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

Section 81.

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

ARTICLE 20
SAVING PROVISION

Section 82.

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 21
JURY DUTY - FULL TIME EMPLOYEES

Section 83.

A full time employee must have been employed for one year and have worked 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. BAC'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 BAC prior notice and must furnish evidence that jury duty was performed.

ARTICLE 22
BEREAVEMENT LEAVE - FULL TIME EMPLOYEES

Section 84.

A full time employee must have been employed for one year and have worked at least two hundred (200) days before becoming eligible for 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 BAC, a full time employee attending the funeral shall be granted two (2) consecutive regularly scheduled work days without pay for purposes of attending the funeral. For tipped or fixed gratuity employees, bereavement pay shall be the base hourly rate, plus seventy (70%) percent of the base hourly rate.

ARTICLE 23
TERM OF AGREEMENT

Section 85.

This Agreement is effective June 1, 2015, and continues through May 31, 2019, 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 31, 2019, or any subsequent anniversary date. Upon giving notice, this Agreement shall terminate on May 31, 2019, or subsequent contract year end.

Signed this 31th day of May, 2016.

BIRMINGHAM ATHLETIC CLUB

By: Timothy Gardelle

UNITE HERE, Local 24

By: Steven M. Jomancy

SCHEDULE A
KITCHEN EMPLOYEES**

** Employees hired after ratification must be employed at least six (6) months to receive the amount of the above annual increases.

	NEW HIRE	6/1/15	6/1/16	6/1/17	6/1/18
LINE COOK	\$93.54	\$116.92	\$118.52	\$120.12	\$121.72
PANTRY	\$87.94	\$109.92	\$111.52	\$113.12	\$114.72
STEWARD	\$87.14	\$108.92	\$110.52	\$112.12	\$113.72

Utility Workers includes Silverpolishers, Potwashers, Dishwashers, Runners, Garbage Persons, Glasswashers, Kitchen Persons, Ice Persons, Coffee Makers, Vegetable Preparers, and General Kitchen Cleaning.

*After one (1) year.

WAGE RATES FOR EXTRA KITCHEN EMPLOYEES**

	New Hire	6/1/15	6/1/16	6/1/17	6/1/18
Line Cook	\$96.26	\$120.32	\$121.92	\$123.52	\$125.12
Pantry	\$89.54	\$111.92	\$113.52	\$115.12	\$116.72
Steward	\$87.62	\$109.52	\$111.12	\$112.72	\$114.32

OTHER SPECIFIC WORKING CONDITIONS

1. An eight (8) hour non-tipped employee when scheduled in conformity with Sections 5(b) and 5(c) will receive the fifty cents (50¢) per hour premium in addition to all other compensation and benefits earned.
2. New employees shall be hired in at eighty percent (80%) of the classification rate in effect at time of hire and will receive contractual pay increases when all other employees receive contractual pay increases.
3. In the event that the Club membership decreases to 375 members at any given time in the duration of this contract, wage increases will be waived until that number is reached.

**SCHEDULE B
BARTENDERS ****

Bartender, Head - Wage or salary rates to be negotiated individually, with verification submitted to the Union. In all other respects the Agreement applies, except as modified by Section 20.

	New Hire	6/1/15	6/1/16	6/1/17	6/1/18
Bartender	\$91.52	\$114.40	\$116.00	\$117.60	\$119.20
Part Time Bartender	\$92.66	\$115.90	\$117.50	\$119.10	\$120.70
Special Bartender		\$13.95	\$14.15	\$14.35	\$14.55

OTHER SPECIFIC WORKING CONDITIONS

- Schedule B employee may be scheduled for less than eight (8) hours pursuant to Sections 5(b) and 5(c) only.

Special function bartender rates shall be:

6/1/15	6/1/16	6/1/17	6/1/18
\$13.95	\$14.15	\$14.35	\$14.55

- New employees shall be hired in at eighty percent (80%) of the classification rate in effect at time of hire and will receive contractual pay increases when all other employees receive contractual pay increases.
- In the event that the Club membership decreases to 375 members at any given time in the duration of this contract, wage increases will be waived until that number is reached.

SCHEDULE C
WAIT STAFF AND MISCELLANEOUS PERSONNEL**

Maitre'D - Wage or salary rates to be negotiated individually, with verification submitted to the Union. In all other respects the Agreement applies, except as modified by Section 20.

	New Hire	6/1/15	6/1/16	6/1/17	6/1/18
Head* Server	\$46.80	\$58.50	\$59.30	\$60.10	\$60.90
8 Hr Shift	\$33.39	\$41.73	\$42.53	\$43.33	\$44.13
4 Hr Shift	\$18.48	\$23.10	\$23.50	\$23.90	\$24.30
4 Hr Bus	\$6.04	\$7.55	\$7.95	\$8.35	\$8.75
After 1 yr	\$6.72	\$8.40	\$8.80	\$9.20	\$9.60
Hostess	\$8.02	\$10.02	\$10.82	\$11.62	\$12.42

	New Hire	6/1/15	6/1/16	6/1/17	6/1/18
** Maintenance Housekeeping /Locker room	\$93.54	\$116.92	\$118.52	\$120.12	\$121.72

- * Head Server receives Head Server rate while performing Head Server functions only.
- 1. Servers may be scheduled for eight (8) or four (4) hour shifts as required by BAC. Shifts are offered by classification seniority. If there is over-scheduling and a server is required to leave, it will be offered by highest classification seniority, first for volunteers and then required, second by lowest classification seniority. Servers will be paid for hours worked.
- 2. Dining room employees shall be permitted to work split shifts.
- 3. Dining room employees who work split shifts shall receive \$1.50 per day additional.
- 4. The maximum work day in case of a split shift for 8-hour employees shall be eight (8) hours or actual work within thirteen (13) hours, provided, however that dining room employees working split shifts shall not work more than two consecutive meals.

5. New hire servers assigned to an experienced server for training purposes will not participate in the gratuity pool and will be paid \$7.50 per hour, BAC retains the right to decide if, and for how long a newly hired server may be assigned to an experienced server.
6. The A la Carte gratuity will be increased to eighteen (18) percent with the servers getting a three (3) percent increase.

TIP POOLING

All employees agree to pool all tips (a la carte and banquet) daily, with a separate split for lunches and dinners. The pool will be divided as follows:

Total amount of shift pooled tips, divided by the total number of hours worked that shift equaling "X". One "X" will be paid for each hour worked by an employee, with respect to servers, bus help, and Maitre'Ds per shift.

The head server may participate in the servers' tip pool provided he/she carries a wait station like other servers. In the event the head server does not carry a wait station, he/she shall only participate in the Maitre'D/Head Servers' tip pool.

On banquets with hosted bar functions, each bartender working the function will receive one (1) equal share of the total liquor gratuity, as will each server working the function. Provided, however, where there is a regularly scheduled bartender working his/her normal duties, plus the banquet function along with the additional bartender(s) brought in to work the banquet function, they shall equally divide one (1) share of the total banquet liquor service charge, as well as any other discretionary liquor gratuity paid during the period they worked together.

BANQUETS

The full amount of gratuities on all banquet checks shall be distributed as follows:

90%	to servers
10%	to bus help
	If Maitre'D/Head Servers are used, he/she gets server share

The 10% gratuity designated for bus help shall always be distributed in its entirety to bus help. If no bus help is on BAC premises or not required to perform any normal busing duties connected with food service, said gratuity shall revert to the servers tip pool.

If no bus help or Maitre'D/Head Server is on BAC premises or is not required to perform their normal duties, then their gratuity shall revert to the servers' pool.

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

BAC has the right to impose mandatory banquet gratuity over 15%. BAC has right to retain mandatory banquet gratuity in excess of 15%. Member banquet check shall display two (2) lines, one reflecting BAC imposed gratuity, the other for member's discretionary gratuity.

Club Banquet Functions: For Club functions on any given day, e.g., swim meets, lobster bake, holiday ball, etc, etc, the bartenders will each get one (1) share based on the hours worked.

OTHER SPECIFIC WORKING CONDITIONS

1. An eight (8) hour non-tipped employee when scheduled in conformity with Section 5(b) and (c), will receive the fifty cents (50¢) per hour premium in addition to all other compensation and benefits earned.
2. Eight (8) hour employees may be scheduled for shifts of less than eight (8) hours only in conformity with Sections 5(b) and 5(c).
3. In the event that the Club membership decreases to 375 members at any given time in the duration of this contract, wage increases will be waived until that number is reached.