

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

BLOOMFIELD OPEN HUNT CLUB



AND

UNITEHERE! Local 24
AFL-CIO



JANUARY 1, 2019 THROUGH DECEMBER 31, 2020

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AGREEMENT

THIS AGREEMENT, made as of the 1st day of January, 2019, between Bloomfield Open Hunt Club, collectively referred to as the "Club," and UNITE HERE Local 24, AFL-CIO referred to as the "Union", through December 31, 2020.

ARTICLE 1 – RECOGNITION — UNION MEMBERSHIP — EMPLOYEE HIRING

Section 1. Recognition

- (a) The Club recognizes the Union as the exclusive bargaining representative for the purpose of collective bargaining with respect to rates of pay, hours of work and other conditions of employment for employees in classifications set forth in Schedules "A" through "D" attached and made a part of the Agreement, excluding managerial, confidential, administrative, office clerical, and supervisory employees and guards as defined in the National Labor Relations Act.
- (b) If the Club hires a bargaining unit employee, and the Club and the Union agree the employee is to do bargaining unit work, the Club and the Union shall meet and determine which of the listed classifications applies or whether to agree on a new classification.

Section 2. Union Membership

Article 1, Section 2, Union Membership, change to the following:

- (a) All employees shall have the choice to 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.
- (b) Newly hired employees shall have the choice to become and remain members in good standing of the Union by tendering to the Union the initiation fees and periodic dues to the Union that are the obligation of members.
- (c) No provisions of this article shall prohibit employees to become members of the Union prior to the 31st. calendar day of employment.

ARTICLE 2 – CHECK-OFF OF UNION DUES

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) In the event there is a change in law so that obtaining or continuing employment may be conditioned on the payment of Union dues or service fees, the Employer and the Union agree that the following language shall govern: The language currently in effect in this section and article.
- (c) Bloomfield Open Hunt 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.

**ARTICLE 3 –
WORK WEEK — HOURS OF WORK — DESIGNATION OF 6TH AND
7TH DAYS — REPORTING FOR WORK — DEFINITION OF FULL-
TIME, FULL-TIME-PART-TIME, PART-TIME EMPLOYEES LESS
THAN EIGHT-HOUR SCHEDULES**

Section 4.

- (a) The Club shall have the right to determine the hours and days of operation. Full-time and part-time employees are defined in Section 10.
- (b) The Club may schedule full-time or part-time employees for shifts of less than eight (8) hours, but not less than four (4) hours, during a work week, at hourly rates, scheduled by seniority. The Club will maximize work assignments for full-time employees if available, up to a forty (40) hour work week in the Kitchen and thirty (30) hours in Service.
- (c) The Club may schedule full-time employees for shifts of less than eight (8) hours, but not less than four (4) hours. The Club will not schedule two four (4) hour employees consecutively when the work can be done by one eight (8) hour employee.

Section 5.

The Club shall designate one day in its payroll week as the sixth (6th) day and one day 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.

The Club shall have the right to change one or both days off for full-time employees and designate other days as the scheduled days off for full-time employees once every thirty days and upon seven 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 other functions on days the Club is ordinarily closed.

Regular days off can be changed by mutual agreement between the employee and the Club, provided that the change is put in writing, signed by the employee and the Club and retained by the Club. The Club shall not penalize an employee for declining to agree to change regular days off.

Choice of available schedules, including regular days off, shall be done by seniority for full-time employees.

Section 7.

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

Section 8.

An employee reporting for work shall be paid for the actual hours worked if the Club sends the employee home due to shortage of work. This provision shall not apply in case of an emergency caused by fire, flood, riot, civil commotion, or acts of God. An employee reporting for work during an emergency shall be paid for all hours actually worked and not less than one-half the employee's regular rate of pay for the day.

Section 9.

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 10.

- (a) A full-time employee is one who is scheduled to work forty (40) or more hours in the Kitchen and thirty hours in Service per week.
- (b) A part-time employee is one who is scheduled to work less than forty (40) hours in the Kitchen or thirty (30) hours in Service per week.
- (c) It is understood by the parties that the definition of full-time status in the Service area (i.e., 30 hours per week) shall be administered to require an employee to average 30 hours per week over each two-month period to maintain full-time status commencing January 1, 2011.

Section 11.

Part-time employees working sixteen (16) of twenty (20) consecutive weeks of four (4) or more days of seven and one-half (7-1/2) or more hours a day will become full-time employees. The Club shall not deny a part-time employee available work to circumvent this section.

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

Section 12.

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

Section 13.

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

Section 14.

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

Section 15.

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 16.

New overscale wages, implemented on or after May 1, 2003, are enforceable only if authorized by the Club in writing. The employing Club will notify the Union in writing of such overscale wages within a reasonable time.

Section 17.

Except as provided in Section 17, no part-time-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 18.

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

Section 19.

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

Section 20.

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 21.

Time and one-half (1-1/2) shall be paid for all hours worked in excess of forty (40) hours in any one week.

Section 22.

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 23.

Full-time employees may be requested, but shall not be required, to work a designated sixth (6th) or seventh (7th) day, or more than eight (8) hours in any one day, and shall rotate the overtime equally in any job classification where scheduling is practical. The Club shall make this request by seniority, and if no full-time employee's volunteer, the Club shall have the right to require the least senior full-time employees to perform the work.

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

Section 24.

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

Section 25.

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

Section 26.

Employees working on New Year's Eve as a seventh (7th) day will be paid double time and one-half (2-1/2) for hours worked between 8:00 p.m. and midnight, and triple (3) time for hours worked after midnight.

Section 27.

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

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

Section 28.

(a) The Club will grant vacations with pay to current full-time employees as follows:

1 year	1 week
2 — 10 years	2 weeks
11 — 20 years	3 weeks
21 or more years	5 weeks

New full-time employees hired after April 30, 2010 will receive the following:

1 — 2 years	1 week
3 — 9 years	2 weeks
10 or more years	3 weeks

An employee must have been employed as a full-time employee for one year before becoming eligible for vacation pay. A day paid is considered a day worked.

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.

- (b) An employee discharged, except for proven dishonesty, who has earned, but not been paid for vacation, shall be paid one (1) day 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.
- (c) An employee who quits, or is laid off, who has earned but not been paid for vacation, shall be paid one (1) day vacation pay for each forty (40) days worked or paid times the number of weeks the employee would otherwise be entitled pursuant to subsection (a) provided an employee who quits must give one week's written notice of intention to quit to be eligible for this benefit.

Section 29.

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 operational periods. Employees permitted to take vacations during operational periods shall take vacations in accordance with seniority.

**ARTICLE 8 –
HOLIDAYS**

Section 30.

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

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

Section 31.

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

Section 32.

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

Section 33.

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

Section 34.

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

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

Section 35.

The Club will grant paid personal absence days to full-time employees as follows:

1-7 years	1 day
8-14 years	3 days
15-20 years	4 days
21 or more years	7 days

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

Section 36.

Employees shall give one (1) week's written notice of taking a paid personal absence day, unless prevented by sickness, disability, or emergency. Paid personal absence days shall not be taken consecutively without the permission of the Club.

Section 37.

If a full-time employee does not use the personal absence days, the Club shall pay the employee for any unused days when the Club 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 work week taken.

Section 38.

An employee who quits or is laid off, and who has earned but not been paid for paid personal absence days under Section 36 above, will receive payment for one (1) paid personal absence 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 36, will receive payment for one day for every thirty-three (33) days worked or paid.

Section 39.

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

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

Section 40. Medical

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

Section 41. Personal

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

Section 42. Military Leave

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

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

Section 43.

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

Section 44.

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

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

Section 45.

- (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 employee's last date of hire.
- (e) When there is a permanent vacancy, on a particular shift or station, employees in the same job classification on other shifts or stations who desire to transfer to the vacancy will be transferred on the basis of their classification seniority, provided that the senior employee desiring the transfer is qualified to perform satisfactorily the work on the shift or station applied for.
- (f) An Employee transferred under this Section shall assume the weekly schedule of days of work and days of, and the daily shift schedule, applicable to the vacant position to which he/she transfers. The employee shall not be eligible for another transfer under this Section for 180 days.

- (g) The resulting vacancy or vacancies created by a transfer under this Section shall be filled by the next senior qualified employee who desires to work on the shift where the vacancy exists.
- (h) Vacancies under this Section shall be posted for fourteen (14) days in the department where the vacancy exists. The Club may fill the vacancy temporarily during the posting period.
- (i) When a vacancy exists after the provisions of this Agreement for Transfers Within Classification have been satisfied, the vacancy shall be posted as a promotional opportunity. Bargaining unit employees shall be awarded promotional opportunities for which they are qualified before new employees are hired. The qualifications required for the position will be determined by the Club. Such determination will not be arbitrary or capricious.
- (j) When a promotional opportunity is sought by more than one employee consideration will be given to the following: house seniority, qualifications of the employee, and the employment record of each employee. When employees, are relatively equally qualified for the position, the senior employee will receive the promotion.
- (k) A "promotional opportunity" shall be deemed to be a transfer to another classification in which the transferred employee has an opportunity for increased income or for subsequent job progression shall be posted for seven day period.
- (l) Permanent vacancies to be filled by promotion under this Article shall be posted for fourteen (14) calendar days in locations to which employees have regular access. The Club may fill the vacancy temporarily during the transfer period.

Section 46.

New employees are probationary employees and shall not acquire seniority until employed as a full-time employee for more than ninety (90) calendar days. Upon completion of this probationary period, seniority shall be date of hire as a full-time employee.

Section 47.

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 seven (7) days;

- (e) Is laid off for a period equal to seniority or one year from the date of layoff, whichever is the lesser period of time. Employees in a department of the Club working less than the full operating year shall maintain seniority from year to year equal to the number of consecutive years employed, provided they work at least sixty (60) days in each year unless laid off. Notwithstanding the foregoing, in the event the Club closes in whole or part for remodeling, renovation, repairs or similar purposes, seniority shall continue during the closed period, and the closed period shall not be considered as part of any layoff period for purposes of seniority expiration.

Section 48.

Full-time employees who have been laid off will have preference for part-time work assignments.

Section 49.

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

**ARTICLE 12 –
HEALTH — WELFARE — PENSION**

Section 50. Health Maintenance Organizations

Effective January 1, 2019, 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 fully paid for by another employer: the Club will pay the cost of Trustmark PPO for the duration of the collective bargaining agreement provided that employees shall pay 15% of the premium cost through payroll deductions.

Section 51. Health Maintenance Organization Increases

Subject to the employee contribution requirement set forth in Section 51, the Club agrees to pay all increases each year for each full-time employee for the duration of this contract.

Section 52. 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) Part-time employees who are not eligible for employer paid HMO coverage in conformity with Section 51 may enroll, if eligible, at the employee's expense, paid through payroll deduction.

Section 53. Layoff Leave, Quit or Discharge

- (a) Upon completion of one (1) year of employment as a full-time employee, and upon work or payment for 200 or more days from date of hire as a full-time employee, the Club will pay for one month following layoff, the monthly contribution due for health maintenance organization coverage for such full-time employee as provided for in Section 51. 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 full-time employees who work ten months or more, so that there will be no gap in the Club-paid coverage provided under this Agreement.
- (b) If a full-time employee is granted a leave of absence pursuant to Section 41 of this Agreement, the Club will contribute the monthly health maintenance organization contribution for such full-time employee as provided in Section 51 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 54. National Health Insurance

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

**ARTICLE 13 –
DISCIPLINE — GRIEVANCE PROCEDURE — NO STRIKE — NO
LOCKOUT**

Section 55.

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

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

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

Step 3. If the grievance has not been satisfactorily settled during Step 1 or Step 2, within fifteen (15) working days following the alleged occurrence being grieved, the grieving party must reduce the grievance to writing specifying the provisions of the collective bargaining agreement involved. Step 3 must be initiated by delivering the written grievance to the Club, not more than fifteen (15) working days after the employee becomes aware of the occurrence or such grievance shall be deemed to be without merit and barred from further consideration. Within fifteen (15) working days following the delivery of the written grievance, the Club shall deliver a written response to the Union and the employee.

Step 4. 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 delivery of a written demand for arbitration to the Club with 120 days of the Club's Step 3 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 56.

The time limits in Section 60 are material and may be waived only by written agreement in each individual grievance.

Section 57.

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 58.

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 59.

- (a) No employee, after having completed the probationary period, shall be disciplined and/or discharged except for just-cause. The Club agrees it shall not lock out any employee for

any reason whatsoever. The Employer shall follow a system of progressive discipline. The parties agree that progressive discipline normally requires, prior to suspension or discharge, that an employee be given a written opportunity to, correct the deficiency, but that within the principle of progressive discipline.

- (b) When an employee who has completed the probationary, period is disciplined and/or discharged, the reason therefore will be given, to the employee in writing. When an employee is suspended or discharged, copies of the written notice to the employee will be sent to the Union within seventy-two (72) hours of the discharge. Upon request by the Union, legible copies of all documents relevant to discipline or discharge shall be provided to the Union.
- (c) Warning Notices: Warning notices issued to employees must specify the events or actions for which the warning notice is issued. Warning notices shall be issued to employees as soon as possible after the Club is aware of the event or action for which the warning notice is issued and has a reasonable period of time to investigate the matter. A copy of any written warning notice shall be issued to the employee. The employee shall be required to sign all notices for the purposes of acknowledging receipt and may include a rebuttal: statement in addition to his or her signature.
- (d) Time of Discharge: Both the Club and the employees will approach the disciplinary process in a professional and respectful manner. No employee shall be discharged on a day of or while on vacation.
- (e) Disciplinary suspensions, warning notices, written customer complaints, concerning the conduct of an employee shall become null and void twelve (12) months after the date of issuance and may not thereafter be used as a basis for or in support of any subsequent discharge or disciplinary action. Nothing contained in this section shall preclude the use of information contained in an employees personnel file in any administrative or judicial proceeding.

When suspensions are imposed, the suspension shall begin immediately following the decision to discipline and shall be for consecutive days.

ARTICLE 14 – MANAGEMENT'S RIGHTS

Section 60.

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

ARTICLE 15 – MEALS — SHIFT DIFFERENTIAL — LOCKER ROOM

Section 61.

The Club shall furnish one meal for each meal worked. Meals are to be eaten on Club time when employees are not busy and at such time as not to interfere with the efficient operation of the Club. Time for meals shall not exceed one-half hour for each meal. The station of an employee during their meal period shall be covered by another employee whenever necessary. If no other employee is available to cover the station of an employee while eating, such employee shall return to the station to take care of any service that is necessary.

Section 62.

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

ARTICLE 16 – UNIFORMS

Section 63.

White collar and white cuffs, shall be considered the regulation waitress uniform. Black pants shall be considered the regulation waiter uniform. Black pants, white shirt, and black tie shall be considered the regulation bartender uniform. All other uniforms required shall be furnished and laundered by the Club.

Section 64.

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

ARTICLE 17 – EMPLOYEE/UNION RIGHTS

Section 65.

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

Section 66.

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

Section 67.

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

Section 68.

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 69.

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

Section 70.

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 71.

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

Section 72.

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

**ARTICLE 18 –
SAVING PROVISION**

Section 73.

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

**ARTICLE 19 –
JURY DUTY — FULL-TIME EMPLOYEES**

Section 74.

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

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

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

Section 75.

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

If a full-time employee's father, mother, sister, brother, son daughter, current spouse, grandparent, legal guardian, or child or parent of current spouse dies, a bereavement leave of not more than three (3) consecutive regularly scheduled work days with pay shall be granted for purposes of attending the funeral. In the event the funeral is two hundred (200) miles or more

from the Club a full-time employee attending the funeral shall be granted five (5) consecutive regularly scheduled work days with pay for purposes of attending the funeral.

ARTICLE 21 – LABOR-MANAGEMENT COOPERATION

Section 76.

This Collective Bargaining Agreement is entered into between the Bloomfield Open Hunt Club and UNITE HERE Local 24, AFL-CIO with a commitment to a cooperative partnership. The parties recognize the need for a contemporary approach to Union-Management relations which aims to maximize the success of the private club enterprises in the greater Detroit metropolitan area.

We mutually recognize that:

- (a) Employees want to be involved in decisions that affect them; employees take pride in their jobs; and employees strive to deliver excellent service; employees benefit from full adherence by all parties to the spirit and intent of this collective bargaining agreement.
- (b) In recognition of the foregoing, both parties agree to meet at regular intervals, at the request of either party, to discuss employee suggestions, problems, methods of improving morale and other similar subjects and concerns either party may have. Ongoing communication at all levels is essential for this optimal labor-management relationship.

ARTICLE 22 – POLITICAL ACTION COMMITTEE

Section 77.

Bloomfield Open Hunt Club shall deduct and transmit to the Treasurer of UNITE HERE TIP Campaign Committee the amount of contribution specified for each payroll period or other designated period worked from the wages of those employees who voluntarily authorize such contribution at least 7 days prior to the next scheduled pay period, on the form provided for that purpose by the UNITE HERE TIP Campaign Committee. These transmittals shall occur no later than thirty (30) days of the following month, and shall be accompanied by a list setting forth as to each contributing employee his or her name, address, occupation, rate of PAC payroll deduction by the payroll or other designated period, and contribution amount. The parties acknowledge that the Club's costs of administration of this PAC payroll deduction have been taken into account by the parties in their negotiation of this Agreement and have been incorporated in the wage, salary and benefits provisions of this Agreement.

The Club shall send these transmittals and this list to: Treasurer, UNITE HERE TIP Campaign Committee, 275 Seventh Avenue, New York, NY 10001.

**ARTICLE 23 –
401(k) MATCHING CONTRIBUTION**

Section 78.

Effective upon signing of this Agreement, the Club will match a Full-Time employee's contribution to the 401(k) plan up to twenty (20) cents per hour.

**ARTICLE 24 –
TERM OF AGREEMENT**

Section 79.

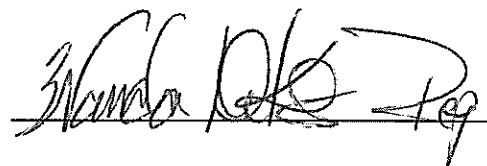
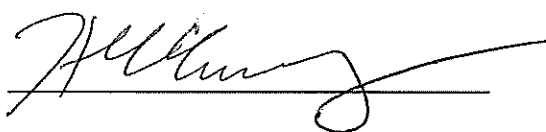
This Agreement is effective January 1, 2019, and continues through December 31, 2020, and from year to year thereafter, unless either party serves notice in writing by certified mail on the other party no more than ninety (90) calendar days, nor less than sixty (60) calendar days prior to January 1, 2020, or any subsequent anniversary date. Upon giving notice, this Agreement shall terminate December 31, 2020, or subsequent anniversary.

Wage Re-Opener. At the option of either party, there may be a wage reopener for all non-tipped classifications on December 31, 2019. The contract wage re-opener for non-tipped employees will become effective if either party gives notice to the other party of a desire to so reopen the contract no less than sixty (60) calendar days prior to December 31, 2019.

Witness Whereof: the respective parties, representing that they have authority to do so, hereunto subscribed their names on this 23 day of January 2019.

BLOOMFIELD OPEN HUNT CLUB

UNITEHERE! Local



**SCHEDULE A –
KITCHEN EMPLOYEES**

1-1-19 Daily

Sous Chef	\$102.78
Second Cook	\$102.36
Head Pantry	\$94.49
Utility Worker	\$89.60

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

RATES FOR NEW HIRES

Daily 1-1-19

Sous Chef	\$93.53
First Cook	\$90.08
Second Cook	\$86.34
Head Pantry	\$85.22
Utility Worker	\$84.35

OTHER SPECIFIC WORKING CONDITIONS

An eight (8) hour non-tipped employee when scheduled in conformity with Section 5(b) or 5(c) will receive the fifty cents (\$.50) per hour premium in addition to all other compensation and benefits earned.

New employees may be paid fifty cents (\$.50) per hour less than the rates specified above for the first sixty (60) working days of employment. At the end of such sixty (60) day period, the employee shall earn the rate specified.

**SCHEDULE B –
BARTENDERS
EIGHT HOUR MINIMUMS, NO SPLIT PERMITTED**

Head Bartender - Wage or salary rates to be negotiated individually, with verification to be submitted to the Union. In other respects, this Agreement applies, except as modified by Section 18.

	1-1-19
	<u>Daily</u>
Bartender	\$79.29
Bartender, Extra	\$80.19

OTHER SPECIFIC WORKING CONDITIONS

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.

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

An eight (8) hour bar employee when scheduled in conformity with Section 5(b) or 5(c) will receive the fifty cents (\$.50) per hour premium in addition to all other compensation and benefits earned.

New employees may be paid fifty cents (\$.50) per hour less than the rates specified above for the first sixty (60) working days of employment. At the end of such sixty (60) day period, the employee shall earn the rate specified.

Schedule B employees shall receive 16% gratuity on all beverage sales rung up by such employee.

**SCHEDULE C –
STAFF PERSONNEL**

These classifications do not necessarily apply to people working in the classifications in BOH, it being 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.

	1-1-19
	<u>Daily</u>
House Person	\$82.74

RATES FOR NEW HIRES

	1-1-19
	<u>Daily</u>
House Person	\$75.37

OTHER SPECIFIC WORKING CONDITIONS

An eight (8) hour non-tipped employee when scheduled in conformity with Section 5(b) and 5(c), will receive the fifty cents (\$.50) per hour premium in addition to all other compensation and benefits earned.

New non-tipped employees may be paid fifty cents (\$.50) per hour less than the rates specified above for the first sixty (60) working days of employment. At the end of such sixty (60) day period, the employees shall earn the rate specified.

**SCHEDULE D –
WAIT STAFF
FIXED GRATUITY**

	1-1-19 Daily
Servers, Full Time — 8 Hours	\$35.87
Part Time-Luncheon, 3.5 Hours	\$17.33
Part Time-Dinner, 4 Hours	\$17.33

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

Head Server - Wage or salary rates to be negotiated individually, with verification to be submitted to the Union. In other respects, this Agreement applies, except as modified by Section 18.

A Gratuity of 16% shall be distributed for A La Carte service to Servers.

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

	1-1-19 Daily
Bus Person (Full-Time)	\$81.60
Bus Person — 4 Hours or Less (Full-Time)	\$40.80

OTHER SPECIFIC WORKING CONDITIONS

Dining room employees shall be permitted to work split shifts.

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

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

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