

COLLECTIVE BARGAINING AGREEMENT

Between



And



UNITE HERE
Local 24
AFL-CIO

EFFECTIVE MAY 1, 2016 THROUGH April 30, 2019

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AGREEMENT

THIS AGREEMENT, made as of the 1st day of May, 2016, between the Detroit Golf Club referred to as the "Club" or "DGC", and UNITE HERE, Local 24, AFL-CIO, referred to as the "Union."

ARTICLE 1 RECOGNITION – UNION MEMBERSHIP – EMPLOYEE HIRING

Section 1. Recognition

The Club recognizes the Union as the exclusive bargaining representative for the purpose of collective bargaining with respect to rates of pay, hours of work and other conditions of employment for employees in classifications set forth in Schedules "A" through "D" attached and made a part of the Agreement, excluding managerial, confidential, administrative, office clerical, seasonal and supervisory employees and guards as defined in the National Labor Relations Act. Should the Club create a new position that is covered under the terms of this Agreement, the Club and the Union shall negotiate the applicable rate of pay for the position.

The parties to this agreement recognize that regardless of classification, all employees will perform the assigned tasks necessary to provide first quality and efficient service.

Section 2. Union Membership

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 voluntarily 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 transmits such amount to the Union. The parties acknowledge that the cost of establishing and administering payroll deduction has been taken into account by the parties in their negotiations of the overall economic terms of this Collective Bargaining Agreement.

B) In the event that 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 Employer agrees upon the request of the Union to discharge any employee who fails to tender his or her initiation or reinstatement fees and periodic dues in accordance with the above.

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

employment, the effective date of this Agreement, or the date of execution of this Agreement whichever is later.

- (b) Newly hired employees shall become and remain members in good standing of the Union or tender to the Union the initiation fees and periodic dues that are the obligations of members on the thirty-first (31st) calendar day following the date of employment, the effective date of this Agreement or the execution of this Agreement, whichever is later.
- (c) No provisions of this article shall prohibit employees from electing to become members of the Union prior to the thirty-first (31st) calendar day of employment.
- (d) Any employee who fails to tender dues, including initiation or reinstatement fees, in accordance with the provisions of subsection (a) of this Section shall be subject to discharge, upon written notice to the Club.

Section 3. B-List Employees

To facilitate the employment of qualified banquet employees, to assure qualified personnel of an efficient system of locating employment, and to ensure the Club of a regular source of available banquet employees, the Club shall establish a list of employees ("B List" employees) to staff banquet functions after its regular banquet employees and such other regular employees of the Club who are qualified, have indicated a desire, and are available to work banquet functions, have been afforded the opportunity to work. B List employees shall not accumulate or maintain seniority. However, in creating the B List, the Club shall give preference to former line-up employees whom it has utilized in staffing banquet functions, and in scheduling the B List employees, the Club shall base its actions upon ability and availability and shall not be based upon favoritism and the Union may discuss with the Club the Club's failure to call to a function any such employee. B List employees shall not be deemed regular employees of the employer and/or part of the bargaining unit, but shall receive the rate of pay provided for under the collective bargaining agreement and such other benefits as are specifically provided hereunder for such employees. The Union security provision of the collective bargaining unit shall not be applicable to B List employees, but B-List employees shall pay a permit fee to the Union for each event worked. The Club agrees to deduct the permit fee from the employees where the employee has signed a card voluntarily authorizing the deduction as provided in Section 4. Where the Club should obtain employees through an agency and the Club does not pay such employees directly, the Club shall arrange with the agency for permit fee deduction.

ARTICLE 2 CHECK-OFF OF UNION DUES

Section 4.

The Club shall deduct from the pay of each employee membership dues, including initiation and reinstatement fees or permit fees, in sums that may be established by the Union in accordance with its Constitution and By-Laws. No deduction shall be made unless the

employee has signed an authorization card irrevocable for one year or the termination of this Agreement, whichever first occurs. The employee may revoke this written authorization, by written notice to the Club and the Union, at any time during a period of ten (10) days prior to the described expiration period. If no notice is given, the authorization shall be automatically renewed for successive periods of one (1) year, or contract expiration, with the same privilege of revocation at the end of each period. All deductions shall be made from the employee's first paycheck each month and then from each successive paycheck during the month until the employee's billed obligation is paid in full. The Club shall, by the tenth (10th) day of each month, forward a check to the Union of amounts checked off together with a statement on forms supplied by the Union, setting forth the names, addresses, job classifications, and social security numbers of the employees.

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

Section 5.

- (a) The normal work week shall be Sunday through Saturday and shall consist of six (6) days. Pay day will be Friday. Eight (8) hours of work shall be considered the normal workday and forty (40) hours of work the normal work week. This shall not be construed as the minimum or maximum number of hours of work for full-time employees as defined. The Club shall schedule eight (8) hours of work, except as provided further in this section, when eight (8) hours is available. In addition, by mutual agreement between the employee, union and DGC, the Club may schedule individual employees to work alternative work schedules.
- (b) Employees may be scheduled to work any days of the week, with the Club making every effort to accommodate employees' personal requests for time off each week. Scheduled days off can be changed by mutual agreement between the employee and the Club and may not be made to circumvent overtime or to deny full-time employees the opportunity to work golf outings and other functions on days the Club is ordinarily closed.
- (c) The Club will maximize work assignments for full time employees up to six (6) day work week. Part time and seasonal employees will be used to supplement, not to displace full time employees. Part time and seasonal employees will not be scheduled when full time employees are on layoff (unless mutually agreed to by DGC and the Union). No two (2) eight (8) hour employees will be scheduled on shifts of less than eight (8) hours to cover eight (8) hours of available work on one (1) day.

During the period between Memorial Day and Labor Day, excluding July 4th, the Club may schedule full time employees for shifts of less than eight (8) hours, but not less than four (4) hours, on the employees' sixth and seventh days. The Club will not schedule two four (4) hour

employees when the work can be done by one eight (8) hour employee who is already a full time employee of the Club.

- (d) Employees shall be paid for all hours worked. If the Club sends an employee, who was scheduled to work eight (8) hours, home early due to a shortage of work, the Club shall pay the employee for six (6) hours of work or the actual hours worked, whichever is greater. This provision shall not apply in case of an emergency caused by power failure, fire, flood, riot, civil commotion, or acts of God affecting any part of the Club's property. An employee reporting for work during an emergency shall be paid for all hours actually worked and not less than one-half the employee's regular rate of pay for the day. The Club shall make the effort to have a bargaining unit employee present when the manager or his designee attempts to call off employees due to an emergency. However, in the event no bargaining unit employee is available to witness the call, the manager or his designee shall make the calls to inform employees.
- (e) Work schedules for full-time employees shall be posted weekly in advance of the work week. Schedules shall not be altered to circumvent the payment of overtime.

Section 6.

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

Section 7.

- (a) The Club shall have the right to change one or more days off for full-time employees and designate other days as the scheduled days off for full-time employees upon seven (7) days notice to the employee, provided that schedule changes shall not be made to circumvent overtime or to deny full-time employees the opportunity to work golf outings and other functions on days the Club is ordinarily closed.
- (b) 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.
- (c) Choice of available schedules, including regular days off, shall be done by seniority for full-time employees.

Section 8.

Full-time and part-time employees shall be paid weekly. The normal work week shall be Sunday through Saturday. Pay day will be Friday. All gratuities due full-time and part-time employees shall be paid in the next regular weekly payroll.

Section 9.

Only bargaining unit employees and seasonal employees shall regularly perform the work covered by this agreement, except during relief periods, absenteeism, sickness, rush periods, training (trainee must be present) and in cases of emergency. There will be no restriction on Department heads or other management employees from performing necessary functions to provide appropriate services to members and guests, as long as this does not result in the layoff of a bargaining unit employee.

Section 10.

- (a) A full-time employee is one who is scheduled to work four (4) or more days per week.
- (b) A part-time employee is one who is scheduled to work less than four (4) days per week or who is paid at the part-time rate for the number of days, or hours, actually worked.
- (c) A seasonal employee is an employee hired to work from April 15 through September 30. Seasonal employees are not covered by the terms of this Collective Bargaining Agreement.

Section 11.

Part-time employees working eighteen (18) of twenty-two (22) 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.

**ARTICLE 4
MERIT INCREASES – SCHEDULES 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 one hour 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.

An employee receiving a higher wage rate, as of April 30, 2008, 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 that Club. New overscale wages, implemented on or after May 1, 2008, 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 16, no extra-contractual benefit, condition, or practice of employment, past or future, is enforceable under this Agreement by the Club or the Union unless committed to writing and signed by the employing Club and the Union; provided, that any such writing shall not be effective beyond the term of this Agreement.

Section 18.

New employees will be paid per the new hire rate established in the applicable schedule for that employee's classification.

Section 19.

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 20.

For full-time employees, time and one half (1-1/2) shall be paid-for all hours worked in excess of forty (40) hours per week and eight (8) hours in any one day or for work performed on the seventh (7th) day. Part-time employees shall be paid time and one half (1-1/2) for all hours worked in excess of forty (40) hours in any work week.

Section 21.

- (a) A full-time employee who has worked or been paid for or excused from such employee's regular schedule and who works one (1) of such employee's days off will be paid time and one-half (1-1/2) for all hours worked on the day off. Daily and weekly overtime shall not be pyramided.
- (b) 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 22.

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

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

Section 23.

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 24.

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

**ARTICLE 7
SPLIT SHIFTS**

Section 25.

Servers working a split of two (2) separate meal periods shall be paid an additional two dollars (\$2.00).

ARTICLE 8
VACATIONS – FULL-TIME EMPLOYEES

Section 26.

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

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

- (b) A full-time employee must have been employed for one (1) year and have worked at least two hundred (200) days before becoming eligible for vacation pay. A day paid is considered a day worked.
- (c) Vacation pay is computed on forty (40) hours at current straight time hourly rate for each week of vacation to which the employee is entitled. For tipped or fixed gratuity employees, vacation pay shall be base weekly pay plus two hundred percent (200%) of base weekly pay.
- (d) An employee discharged, except for major violations of employee misconduct, who has earned, but not been paid for vacation, shall be paid one (1) day's vacation pay for each forty (40) days worked or paid times the number of weeks the employee would otherwise be entitled pursuant to subsection (a). An employee discharged for major violations of employee misconduct shall not be entitled to this benefit.
- (e) An employee who quits, or is laid off, who has earned but not been paid for vacation, shall be paid one (1) 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 one (1) week's written notice of intention to quit to be eligible for this benefit.

Section 27.

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 and payment will be assigned to weeks/days immediately following date of layoff. The Club shall not unreasonably deny permission to take a vacation, provided that the Club may restrict vacations during peak operational periods between Memorial Day and Labor day and between Thanksgiving and Christmas. Employees permitted to take vacations during operational periods shall take vacations in accordance with seniority.

Vacation pay will be distributed in a separate paycheck in addition to the last payroll check.

**ARTICLE 9
HOLIDAYS**

Section 28.

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

Mother's Day	Thanksgiving Day
Memorial Day	Christmas Day
Independence Day	New Year's Day (for employees hired prior to May 1, 2007)
Labor Day	Employee's Birthday (after three (3) years of employment for new hires on or after May 1, 2007)

Section 29.

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 30.

A full-time employee (hired on or after May 1, 2007) shall not be eligible for holiday pay until employed more than-one hundred twenty (120) calendar days.

Section 31.

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

Section 32.

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

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

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

Section 35.

- (a) The Club will grant paid personal absence days as follows:

Current Employees

New Hires (on or after May 1, 2007)

(1) 1 Year – 3 Days

(1) 1-2 Years – 3 Days

(2) 2 or more Years – 6 Days

(2) 3 or more Years – 6 Days

- (b) A full-time employee must have been employed for one (1) year and have worked at least two hundred (200) days before becoming eligible for paid personal absence days. A paid personal day that falls on a full time employees' sixth (6th) or seventh (7th) workday shall be paid at straight time rate of pay.

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 and payment will be assigned to weeks/days immediately following date of layoff. A paid personal absence day taken shall be paid in the work week taken.

Section 38.

- (a) An employee who quits or is laid off, and who has earned but not been paid for paid personal absence days under Section 35(a)(1) above, will receive payment for one (1) paid personal absence day for every sixty-six (66) days worked or paid.
- (b) An employee who quits or is laid off, and who has earned but not been paid for paid personal absence days under Section 35(a)(2), will receive payment for one day for every thirty-three (33) days worked or paid.

Section 39.

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

**ARTICLE 11
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.

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

Section 43.

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

Section 44. Military Leave

Any full-time employee on the seniority list enlisting or entering in the uniformed services of the United States shall be covered under the Uniformed Services Employment and Rights Act of 1994 ("USERRA"). This shall include continuation of health insurance coverage to the extent required by USERRA.

Section 45. Family and Medical Leave (FMLA)

The Club and the employees shall follow the provisions of the FMLA and the regulations interpreting the FMLA 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.

An employee eligible for leave under the Family and Medical Leave Act shall take that leave as part of a medical leave taken under this Section beginning on the date that the employee qualifies for FMLA leave, so that available FMLA leave and leave under this Section run concurrently.

ARTICLE 12 SENIORITY – FULL-TIME EMPLOYEES

Section 46.

- (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.

Section 47.

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 48.

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 eight (8) days;
- (e) Is laid off for a period equal to seniority or one (1) year from the date of layoff, whichever is the lesser period of time. Employees in a department of the Club working less than the full operating year shall maintain seniority from year to year equal to the number of consecutive years employed, provided they work at least ninety (90) days in each year unless laid off. 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 49.

No part-time employees shall be used where full-time employees are on layoff, except in cases of emergency or where the Club cannot contact laid off employees in the same classification.

**ARTICLE 13
HEALTH – WELFARE – PENSION**

Section 50. Dental, Vision, STD and Life and AD &D

- (a) DGC will maintain existing levels of ancillary coverage through MetLife and pay premiums directly. Ancillary coverage includes Dental, Vision, STD and Life and AD & D.
- (b) Effective May 1, 2008, the Employer will no longer submit welfare contributions for employees classified as part-time or seasonal employees (extra or steady-extra employees) except those employees classified as Worker II.

Section 51. Health Insurance

Effective on the first day of the first full month following ninety (30) 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 offer a choice of BCN Plans.

Section 52. Health Insurance Contributions

- (a) Effective with the new plan year in 2012, DGC will pay a set dollar amount per month per employee according to the agreed Letter of Understanding.

Section 53. Dependent Care

- (a) Should any full-time employee desire to cover as a dependent any person other than such employee, such full-time employee must do so at such full-time employee's individual expense.
- (b) Full-time employees who are not eligible for employer-paid health insurance coverage in conformity with Section 52 may enroll, if eligible, at the employee's expense, paid through payroll deduction.

Section 54. Section 125, Self-Payment Plan

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

Section 55. Brand-Name Prescription Reimbursement

- (a) The Club shall reimburse the employee \$10 of the \$40 prescription co-pay paid by the employee for a brand-name medication prescribed by a medical provider for the employee. In order to claim reimbursement, the employee must ask the medical care provider to prescribe a generic medication. This reimbursement shall be based upon the medical care provider having made a determination that a generic medication is not appropriate or suitable for the employee and that the brand-name medication must be prescribed, which determination shall be indicated on the prescription form either as "DAW" or "Dispense as Written."
- (b) The employee shall be able to file a claim for reimbursement, on a form to be provided by the Club (see Appendix A on page 32 of this Contract), on a quarterly basis. Each quarter consists of the following months:

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

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

Section 56. Layoff Leave Quit or Discharge

- (a) At time of Layoff or annual closed period, covered full-time employees shall pay the full cost of COBRA.
- (b) If a full-time employee is granted a leave of absence pursuant to Section 40 of this Agreement, the Club will contribute the monthly health insurance contribution for such full-time employee as provided in Sections 52 or 53 of this Article, and the monthly culinary contribution 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 57. Opt-Out Option

- (a) Beginning on August 1, 2012, DGC will provide a \$1,200 per year (\$100 per month) opt out option for those employees who can obtain health insurance / prescription coverage elsewhere. Proof of insurance will be required.

Section 58. Pension Program, Fund 545

- (a) DGC to cease participation in the HERE IU Pension Plan effective 4-30-08. Effective 5-01-08, DGC agrees to provide a 401(k) Plan for UNITE HERE LU 24 Employees. DGC will match a \$.50 for each \$1.00 of the first 2% of wages deposited and DGC will also make a Safe Harbor Employer Contribution equal to 3% of an employee wages, whether or not the employee participates in the 401(k) Section. Eligible employees must be a full time or Worker II employee, age 21 or more.

Section 59. Employee Data.

The contributions provided in Sections 50, 51, 52, 54 and 59 shall be paid monthly, together with a report of employee data to the Union no later than the fifteenth (15th) day of the month following the month for which they are to be made. Said employee data shall include name, address, social security number, sex, date of birth, date of hire, days or weeks of employment, length of employment and such other information as the Union may determine necessary in order to comply with the record keeping requirements of ERISA and/or to properly provide welfare and pension benefits to participants.

ARTICLE 14
GRIEVANCE PROCEDURE – NO STRIKE – NO LOCKOUT

Section 62.

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.

The Employer and the Union may mutually agree to mediate a grievance in an effort to resolve the dispute in order to avoid arbitration. If the parties agree to mediate such a grievance, the mediator shall be requested from the federal Mediation and Conciliation Service at no cost to either party. The mediator will attempt to assist the parties in resolving the dispute, and in doing so may make recommendations to the parties. The Employer and the Union shall give good faith consideration to the recommendations of the mediator, but the resolution of any grievance through the mediation process shall be based upon the mutual agreement of the Employer and the Union. Any mutual agreement reached between the Employer and the Union during the mediation process will be binding upon the parties and the individual grievant.

- 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 within sixty (60) 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 63.

The time limits in Section 62 are material and may be waived only by written agreement in each individual grievance.

Section 64.

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 65.

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 66.

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

**ARTICLE 15
MANAGEMENT'S RIGHTS**

Section 67.

- (a) The Union recognizes the undisputed right of the Club to operate and manage its business in all respects in accordance with its commitments and responsibilities to its members and their guests and to make and alter from time to time written rules and regulations to be observed by employees, which written rules and regulations shall not be inconsistent with this Agreement. The Club shall provide each employee with a copy of its rules and with alterations when made.
- (b) Drug/alcohol testing. The Club shall have the right to direct an employee to be tested for unlawful drugs and/or alcohol based upon reasonable suspicion that the employee is using or under the influence of such substances on the job or in the workplace, subject to the following conditions.
 - (1) All testing shall be non-invasive and conducted by qualified professionals under conditions that ensure the employee's health, safety, privacy and dignity.
 - (2) All testing shall be done on paid time and, whenever possible, during the employee's normal work schedule.

- (3) All testing shall be at the Club's expense.
- (4) The employee is entitled to the presence of a union steward, during work time, on request.
- (5) The results shall be provided to the employee by the tester at the same time they are provided to the employer.
- (6) The testing process and resulting discipline shall be subject to the just cause standard and the grievance procedure, as is application of this section.
- (7) The Club shall state the basis for its reasonable suspicion in writing, signed by one (1) managers, in advance of directing testing, and shall supply the writing to a union steward at the time the employee is directed for testing.

ARTICLE 16 MEALS – SHIFT DIFFERENTIAL – LOCKER ROOM

Section 68

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

Section 69.

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

Section 70.

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

**ARTICLE 17
UNIFORMS**

Section 71.

Black dress, white collar, white cuffs, and apron, or white dress, and white apron shall be considered the regulation waitress uniform. Black pants and black coat shall be considered the regulation waiter uniform. Black pants, white shirt, and black tie shall be considered the regulation bartender uniform.

Section 72.

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

**ARTICLE 18
EMPLOYEE/UNION RIGHTS**

Section 73.

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

Section 74.

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

Section 75.

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 76.

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 77.

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 78.

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 79.

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

Section 80.

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

**ARTICLE 19
SAVING PROVISION**

Section 81.

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

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

Section 82.

- (a) A full-time employee must have been employed for one (1) year and have worked at least two hundred (200) days before becoming eligible for jury duty pay. A day paid is considered a day worked.
- (b) An eligible full-time employee summoned and reporting for jury duty shall be paid an amount equal to the difference between the amount of straight-time wages the employee otherwise would have earned by working on that day and the daily jury duty fee paid by the court, excluding travel allowances or reimbursement of expenses. The Club's obligation to pay an

employee for jury duty is limited to a maximum of thirty (30) days in any year. In order to receive payment, the employee must give the Club prior notice and must furnish evidence that jury duty was performed.

ARTICLE 21
BEREAVEMENT LEAVE – FULL-TIME EMPLOYEES

Section 83.

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

- (b) 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. For tipped or fixed gratuity employees, bereavement pay shall be base daily pay plus one hundred percent (100%) of base daily pay per day of leave.

ARTICLE 22
FAIR TREATMENT

Section 84.

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

**ARTICLE 23
TERM OF AGREEMENT**

Section 85.

This Agreement is effective May 1, 2016, and continues through April 30, 2019 and from year to year thereafter, unless either party serves notice in writing by certified mail on the other party not more than ninety (90) calendar days, nor less than sixty (60) calendar days prior to April 30, 2019, or any subsequent anniversary date. Upon giving notice, this Agreement shall terminate April 30, 2019 or subsequent anniversary.

**ARTICLE 24
RETROACTIVITY/WAGE INCREASES**

Section 86.

The wage increases provided for in the following schedules are:

<u>Classification</u>	<u>5-1-16</u>	<u>5-1-17</u>	<u>5-1-18</u>
SCHEDULE A (4/30/2015 rates)	+0.30	+0.30	+0.40
Cook (\$15.20)	\$15.50	\$15.80	\$16.20
Pantry (\$13.89)	\$14.19	\$14.49	\$15.89
Utility (\$13.77)	\$14.07	\$14.37	\$14.77
SCHEDULE B (4/30/2015 rates)	+0.30	+0.30	+0.40
Bartenders (\$14.57)	\$14.87	\$14.17	\$15.57
SCHEDULE C (4/30/2015 rates)	+0.30	+0.30	+0.40
House Person (\$13.27)	\$13.57	\$13.87	\$14.27
Housekeeper (\$13.94)	\$14.24	\$14.54	\$14.94
Locker Room (\$13.69) (Non-Tipped)	\$13.99	\$14.29	\$14.69
SCHEDULE D (4/30/2015 rates)	+0.15	+0.15	+0.15
Servers /Host F/T(\$4.98)	\$5.13	\$5.28	\$5.43
8 hours			
Servers/Host P/T(\$5.51)	\$5.66	\$5.81	\$5.96
4 hours			
Bussers F/T (\$10.00)	\$10.00	\$10.30	\$10.60
8 hours (exempt from new hire rates)			
Bussers P/T (\$10.00)	\$10.00	\$10.30	\$10.60
4 hours (exempt from new hire rates)			

- All employees whose base rate is below the 5-1-16 base wage rates as shown in the Schedules shall receive an increase to the appropriate 5-1-16 base rate.
- All employees whose base rate is over the base rates as shown in the Schedules as of 5-1-16 shall receive the above increases effective 5-1-16.
- Upon ratification of the Agreement, DGC will pay all eligible employees the above increases in a 100% lump sum payment retroactive for all regular hours worked from 5-1-16. Such payment shall be made within two weeks of the ratification of the Agreement.

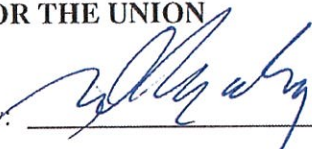
**ARTICLE 25
PART-TIME AND B LIST EMPLOYEE WAGES**

Section 87.

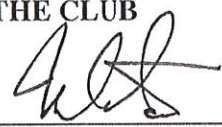
Part-time and B List employees shall be paid the hourly rate set forth on the following applicable wage schedules for his or her classification, and the employees shall be scheduled for a minimum of four (4) hours.

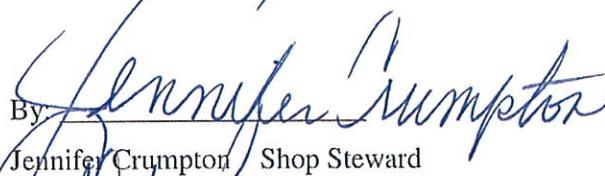
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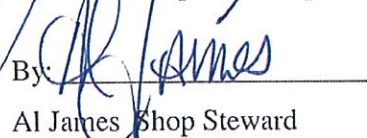
FOR THE UNION

By: 
Paul McAdams
UNITE HERE Local 24

FOR THE CLUB

By: 
Michael Strain
Chief Operating Officer

By: 
Jennifer Crumpton Shop Steward

By: 
Al James Shop Steward

Dated: July 6th, 2016

SCHEDULES and OTHER SPECIFIC WORKING CONDITIONS

**SCHEDULE A
DETROIT GOLF CLUB
KITCHEN EMPLOYEES**

	5/1/2015	5/1/2016	5/1/2017	5/1/2018
	HOURLY	HOURLY	HOURLY	Hourly
Cook	\$15.20	\$15.50	\$15.80	\$16.20
Pantry Person	\$13.89	\$14.19	\$14.49	\$14.89
Utility Worker	\$13.77	\$14.07	\$14.37	\$14.77

Utility Workers includes Silver polishers, Pot washers, Dishwashers, Runners, Garbage Men, Glass washers, Kitchen Persons, Ice Persons, Coffee Makers, Vegetable Preparers, and General Kitchen Cleaning.

OTHER SPECIFIC WORKING CONDITIONS

The parties to this agreement recognize that regardless of classification, all employees will perform the assigned tasks necessary to provide first quality and efficient service.

NEW HIRES

Those employees hired on or after May 1, 2007 shall be paid as follows:

- Upon hire – Eighty percent (80%) percent of their schedule rate
- Upon completion of probation – Eighty-five percent (85%) of their schedule rate
- After one (1) year of employment – Ninety percent (90%) of their schedule rate
- After two (2) years of employment – Ninety-five percent (95%) of their schedule rate
- After three (3) years of employment – One hundred percent (100%) of their schedule rate

**SCHEDULE B
DETROIT GOLF CLUB
BARTENDERS AND BAR PORTERS**

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 20.

	5/1/2015	5/1/2016	5/1/2017	5/1/2018
	HOURLY	HOURLY	HOURLY	Hourly
Bartender	\$14.57	\$14.87	\$15.17	\$15.57

OTHER SPECIFIC WORKING CONDITIONS

The parties to this agreement recognize that regardless of classification, all employees will perform the assigned tasks necessary to provide first quality and efficient service.

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.

Part time employees may be scheduled for less than eight (8) hours pursuant to Section 5(c) and 5(d) only.

NEW HIRES

Those employees hired on or after May 1, 2007 shall be paid as follows:

- Upon hire – Eighty percent (80%) percent of their schedule rate
- Upon completion of probation – Eighty-five percent (85%) of their schedule rate
- After one (1) year of employment – Ninety percent (90%) of their schedule rate
- After two (2) years of employment – Ninety-five percent (95%) of their schedule rate
- After three (3) years of employment – One hundred percent (100%) of their schedule rate

**SCHEDULE C
DETROIT GOLF CLUB
STAFF PERSONNEL**

These classifications do not necessarily apply to people working in the classifications in each individual Club, 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.

	5/1/2015	5/1/2016	5/1/2017	5/1/2018
	HOURLY	HOURLY	HOURLY	Hourly
Housekeeper	\$13.94	\$14.24	\$14.54	\$14.94
Houseperson	\$13.27	\$13.57	\$13.87	\$14.27
Locker Room (Non-Tipped)	\$13.69	\$13.99	\$14.29	\$14.69

OTHER SPECIFIC WORKING CONDITIONS

The parties to this agreement recognize that regardless of classification, all employees will perform the assigned tasks necessary to provide first quality and efficient service.

NEW HIRES

Those employees hired on or after May 1, 2007 shall be paid as follows:

- Upon hire – Eighty percent (80%) percent of their schedule rate
- Upon completion of probation – Eighty-five percent (85%) of their schedule rate
- After one (1) year of employment – Ninety percent (90%) of their schedule rate
- After two (2) years of employment – Ninety-five percent (95%) of their schedule rate
- After three (3) years of employment – One hundred percent (100%) of their schedule rate

**SCHEDULE D
DETROIT GOLF CLUB
WAIT STAFF AND BANQUET PERSONNEL
FIXED SERVICE CHARGE**

	5/1/2015	5/1/2016	5/1/2017	5/1/2018
	HOURLY	HOURLY	HOURLY	Hourly
Servers, Full-Time – 8 Hours	\$4.98	\$4.78	\$4.88	\$4.98
Servers, Part-Time – 4 Hours	\$5.51	\$5.31	\$5.41	\$5.51
Bus Person	\$10.00	\$10.00	\$10.30	\$10.70
Bus Person – 4 Hours or Less	\$10.00	\$10.00	\$10.30	\$10.70

A part-time server working time in addition to his/her scheduled 4 hour shift shall be entitled to the following hourly rate for each additional hour worked:

	<u>5/1/15</u>	<u>5/1/16</u>	<u>5/1/17</u>	<u>5/1/18</u>
	Hourly	Hourly	Hourly	Hourly
Over 4 Hours	\$5.51	\$5.86	\$6.01	\$6.16

In the event the service/gratuity charge to the members of DGC increases from its current percentage as of May 1, 2016, ½ of the increase will go to the tipped classifications and ½ will go to DGC.

A Fixed Service Charge on all Banquet (20%) and A La Carte Service (18%) will be distributed as follows:

<u>A la Carte</u> (18%)	<u>Banquet</u> (20%)
- 15.0% to Servers	- 15.0% to Servers
- 0.5% to Bussers	- 0.5% to Bussers
- 0.5% to Bartenders	- 0.5% to Bartenders
- 2.0% to DGC to be used at DGC discretion	- 4.0% to DGC to be used at DGC discretion

If no Bus Help is on the Club premises or not required to perform any normal busing duties connected with food service, the 1/2% gratuity will revert to the servers.

Any additional gratuity given in excess of the Club's service charge shall go directly to the service staff.

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

SCHEDULE D (Continued)
DETROIT GOLF CLUB

The service charge distribution will be pooled by hours worked for a la carte and banquet combined for each day, excluding the upstairs grill. The upstairs grill service charge will be pooled separately per day.

The Club is not prohibited from increasing the service charge above the 18% or 20%, provided that the above minimum distributions are not reduced. If the Club increases the service charge above 18% or 20%, it may, but will not be required to, distribute all or part of the increase to bargaining unit employees.

OTHER SPECIFIC WORKING CONDITIONS

The parties to this agreement recognize that regardless of classification, all employees will perform the assigned tasks necessary to provide first quality and efficient service.

Dining room employees shall be permitted to work split shifts.

Dining room employees who work split shifts shall receive \$2.00 per day additional.

The maximum work day in case of a split shift for 8 hour employees shall be eight (8) hours of actual work within eleven (11) hours, provided, however, that dining room employees working split shifts shall not work more than two (2) consecutive meals.

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

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

A newly hired server assigned to "shadow" an experienced server for training purposes will not participate in the gratuity pool and will be paid \$10.00 per hour effective 5-1-16 and \$10.30 per hour effective 5-1-17 and \$10.70 per hour effective 5-1-18. A newly hired server may be in this "shadow" training status for up to two weeks. After the training period is over, the server shall revert to the applicable wage rate as noted above in Schedule D.

**SCHEDULE E
DETROIT GOLF CLUB**

WORKER II

<u>Name</u>	<u>Classification</u>	<u>Seniority Date</u>
Michelle Parham	Housekeeping	10/02/15
Veronica Candanoza	Housekeeping	04/18/16

Employees listed above are designated as Worker II and are eligible to receive Health Insurance and Ancillary benefits and Overtime only as provided in Article 5.

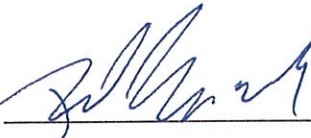
Effective May 1, 2008 the Club will no longer submit welfare contributions or pension contributions (Article 13, Sections 50 (c) and 59 (b)) for employees classified as part-time or seasonal employees except those employees classified as Worker II above.

Employees listed above are to be considered the next eligible worker for promotion to Full-Time status when membership levels expand as outlined in side letter; or when an existing Full -Time employee within their respective classification separate from the Detroit Golf Club.

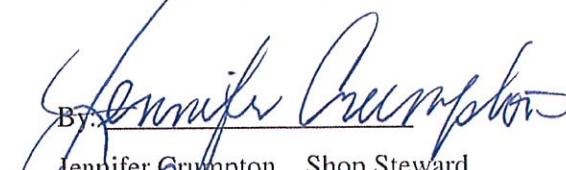
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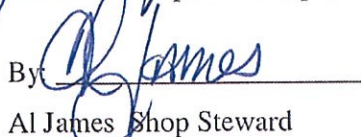
FOR THE UNION

FOR THE CLUB

By: 
Paul McAdams
UNITE HERE Local 24

By: 
Michael Strain
Chief Operating Officer

By: 
Jennifer Crumpton Shop Steward

By: 
Al James Shop Steward

Dated: July 6th, 2016

APPENDIX A

BRAND-NAME PRESCRIPTION
REIMBURSEMENT CLAIM FORM

1. The employee signing this form is making claim for reimbursement of the amount of \$10 of the total of \$40 paid by the employee for a brand-name prescription. In making this claim for reimbursement, the employee understands that he/she must request that his/her medical care provider prescribe a generic medication. However, if the medical care provider makes a determination that a generic medication is not appropriate or suitable for the employee and that a brand-name medication must be prescribed, and designates on the prescription form either "DAW" or "Dispense as Written," then this reimbursement claim may be submitted.
 2. Claims are to be submitted at the end of each quarter which consists of the following months: *First Quarter*: January, February, and March; *Second Quarter*: April, May and June; *Third Quarter*: July, August and September; and *Fourth Quarter*: October, November and December.
 3. In submitting a claim, the employee must provide billing documentation that shows that the \$40 brand-name prescription co-pay has been paid by the employee. The Club reserves the right to request that the employee provide other substantiating documentation regarding the need for the prescribing of a brand-name medication.
-

Acknowledgement

I, as an employee of the Club, hereby submit a claim for brand-name prescription reimbursement. In so doing, I state that this claim accurately reflects the bill(s) for brand-name prescriptions I paid in the amount of \$40 per prescription. I further acknowledge that I requested of my medical care provider a generic medication, but that my medical care provider made a medical determination that a brand-name medication must be prescribed.

I state that this claim is accurate and I acknowledge that the Club has the right to verify the claim I have made.

Employee Name

Date: _____

Staple documentation to substantiate claim to this form and make and keep a photocopy of the form and the substantiating documentation for your personal records.


**DETROIT GOLF CLUB / UNITEHERE! Local 24
2016 CONTRACT NEGOTIATIONS**

Letter of Understanding

Eddie Sebesta


This Letter of Understanding is to confirm the agreement reached in the 2016 negotiations with UNITEHERE! Local 24 that the Detroit Golf Club agrees to reimburse full-time employee Eddie Sebesta for all medical and prescription drug expenses (including supplemental health/prescription insurance coverage) to a maximum annual amount of \$4,500.00. This \$4,500.00 maximum includes the annual \$1,200 opt-out option. Proof of coverage and receipts of payment must be submitted.

This Letter of Understanding shall expire upon Mr. Sebesta's retirement or termination of employment as a full-time employee of the Detroit Golf Club or the termination of the Agreement on April 30, 2019 or unless otherwise mutually agreed to between the parties.



Paul McAdams
Union

7/6/16
Date



Michael Strain
Detroit Golf Club

7/6/16
Date

**DETROIT GOLF CLUB / UNITEHERE! Local 24
2016 CONTRACT NEGOTIATIONS**


Letter of Understanding

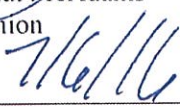
This Letter of Understanding is to confirm the agreement reached in the 2016 negotiations with UNITEHERE! Local 24 that the Detroit Golf Club agrees to amend :

ARTICLE 3
Section 5(d)

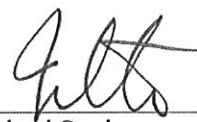
Employees shall be paid for all hours worked. If the Club sends an employee, who was scheduled to work eight (8) hours, home early due to a shortage of work, the Club shall pay the employee for six (6) hours of work or the actual hours worked, whichever is greater. **Except in the "shoulder months" of February, March, November and December, where those scheduled for (8) hours may be released early and paid for a minimum of (4) hours.** This provision shall not apply in case of an emergency caused by power failure, fire, flood, riot, civil commotion, or acts of God affecting any part of the Club's property. An employee reporting for work during an emergency shall be paid for all hours actually worked and not less than one-half the employee's regular rate of pay for the day. The Club shall make the effort to have a bargaining unit employee present when the manager or his designee attempts to call off employees due to an emergency. However, in the event no bargaining unit employee is available to witness the call, the manager or his designee shall make the calls to inform employees


This Letter of Understanding shall expire upon termination of the Agreement on April 30, 2019 or unless otherwise mutually agreed to between the parties.



Paul McAdams
Union


Date



Michael Strain
Detroit Golf Club


Date

**DETROIT GOLF CLUB / UNITEHERE! Local 24
2012 CONTRACT NEGOTIATIONS**

Letter of Understanding

Lucy Stitzman

This Letter of Understanding is to confirm the agreement reached in the 2016 negotiations with UNITEHERE! Local 24 that the Detroit Golf Club agrees to reimburse full-time employee Lucy Stitzman for all medical and prescription drug expenses (including supplemental health/prescription insurance coverage) to a maximum annual amount of \$4,500.00. This \$4,500.00 maximum includes the annual \$1,200 opt-out option. Proof of coverage and receipts of payment must be submitted.

This Letter of Understanding shall expire upon Ms. Stitzman's retirement or termination of employment as a full-time employee of the Detroit Golf Club or the termination of the Agreement on April 30, 2019 or unless otherwise mutually agreed to between the parties.



Paul McAdams
Union

7/16/16

Date



Michael Strain
Detroit Golf Club

7/16/16

Date

DETROIT GOLF CLUB / UNITEHERE! Local 24 2016 CONTRACT NEGOTIATIONS

Letter of Understanding

Vacation / Personal Days / Staffing Levels

This Letter of Understanding is to confirm the agreement reached in the 2016 negotiations with UNITEHERE! Local 24 that the Detroit Golf Club and the Union agree that beginning May 1, 2012, employees shall have their vacation eligibility capped at three (3) weeks per year according to the following schedule:

Vacation

<u>Length of Seniority</u> (as of 5-1-XX)	<u>Vacation Time off</u>
1 year of employment	One (1) week / 40 hours
2 - 7 Years	Two (2) weeks / 80 hours
8 or more years	Three (3) weeks / 120 hours

DGC and the Union agree to "Grandfather" those employees with 25 years or more of service as of 5-1-12 with 5 weeks of vacation, in 2013 with 4 weeks of vacation and then in 2014 and beyond with 3 weeks of vacation. DGC and the Union agree to "Grandfather" those employees with 16 years or more of service as of 5-1-12 with 4 weeks of vacation, and then in 2013 and beyond with 3 weeks of vacation. All other full-time employees to be capped at the schedule listed above.

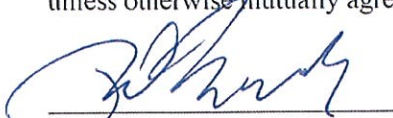
Personal Days

In addition, effective 5-1-12, DGC and the Union agree that Paid Personal Time shall be limited to a total of five (5) days per year.

Staffing Levels

It is understood and agreed to between the parties that in order to accommodate the above Vacation and Personal Days "Cap and Phase-down" schedule above, DGC agrees to increase its full-time staffing levels within the Local 24 bargaining unit by two (2) employees. It is understood that the selection of personnel regarding this increase in full-time staff will be at the discretion of DGC as determined by their business needs. Such employees are eligible for benefits as outlined by the terms and conditions of the collective bargaining agreement. In addition, two employees (Kalvin Cochran, +TBD) will be placed on the Worker H list as outlined in Schedule "E".

This Letter of Understanding shall expire upon the termination of the Agreement on April 30, 2019 or unless otherwise mutually agreed to between the parties.



Paul McAdams
Union
7/6/16

Date



Michael Strain
Detroit Golf Club
7/6/16

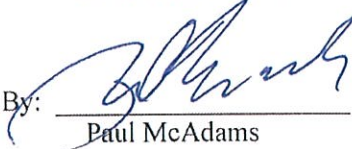
Date

Full-Time Employee list as of 5-1-16

(Agreed to maintain a minimum number of 22 FT slots from predecessor agreement)

1. Ed Sebesta	08/05/60	Bar
2. Lucy Stitzman	12/05/86	Server
3. Al James	04/16/93	Bar
4. Jenny Crumpton	03/22/95	Server
5. Henri Young	06/15/96	Utility
6. Sean Bragg	06/02/01	Utility
7. McArthur Hall	04/24/04	Houseman
8. Darrell Tolbert	06/06/09	Utility
9. Stephanie Gee	04/03/10	Housekeeping
10. Joe Nixon	04/01/16	Kitchen
11. Bryan Kellems	05/31/14	Kitchen
12. Adam Dorazio	04/16/14	Kitchen
13. Ameir Woods	06/06/14	Kitchen
14. Jason Srock	05/03/16	Kitchen
15. Michael Schabel	11/12/15	Kitchen
16. Thomas Smith	05/21/12	Server
17. Dwone Box	09/01/05	Bartender
18. Lamar Hunter	04/01/16	Housekeeping
19. Calvin Cochran	07/01/10	Kitchen
20. DeAngelo Mitchell	06/01/16	Server
21. Emmanuel Upshaw	04/01/16	Server
22. TBD		Housekeeping

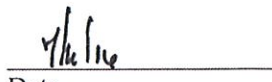
FOR THE UNION

By: 
Paul McAdams


Date

FOR THE CLUB

By: 
Michael Strain


Date

**DETROIT GOLF CLUB / UNITEHERE! Local 24
2016 CONTRACT NEGOTIATIONS**

Letter of Understanding


DGC Full-Time Employee Staffing Levels

This Letter of Understanding is to confirm the agreement reached in the 2016 negotiations with UNITEHERE! Local 24 that the Detroit Golf Club agrees to increase its full-time employee staffing levels by three (3) additional employees from the level at May 1, 2016, if the Club's membership levels meet or exceed 575 Golfing Members as of December 31st of any contract year. If membership meets or exceeds 600 Golfing Members as of December 31st of any contract year, the Club will increase its full-time employee staffing levels by five (5) employees from the level at May 1, 2016. If membership meets or exceeds 625 Golfing Members as of December 30 of any contract year, the Club will increase its full-time employee staffing levels by six (6) employees from the level at May 1, 2016. Should the Club's membership levels measured at December 31st of any given year below the thresholds outlined above, the Club will reduce its full-time staffing levels accordingly for the forthcoming year.

This Letter of Understanding shall expire upon the termination of the Agreement on April 30, 2019 or unless otherwise mutually agreed to between the parties.

FOR THE UNION

FOR THE CLUB

By:  7/6/16
Paul McAdams
UNITE HERE Local 24

By:  7/6/16
Michael Strain
Chief Operating Officer D.G.C.

**DETROIT GOLF CLUB / UNITEHERE! Local 24
2016 CONTRACT NEGOTIATIONS**

Letter of Understanding

Health Insurance

This Letter of Understanding is to confirm the agreement reached in the 2016 negotiations with UNITEHERE! Local 24 that the Detroit Golf Club agrees that beginning August 1, 2012, DGC will pay \$350 per month per employee for the cost of Health Insurance. Beginning with the new plan year in 2013 and every year thereafter, DGC will increase its contribution by seven percent (7%).

2012 DGC contribution = \$350.00

2013 DGC contribution = \$374.50

2014 DGC contribution = \$400.71

2015 DGC contribution = \$428.75

2016 DGC contributions = \$458.76

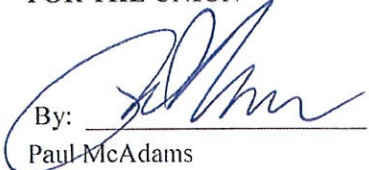
2017 DGC contributions = \$490.87

2018 DGC contributions = \$525.23

In addition, it has also been mutually agreed to that if an employee works during the Club shut down period, for each day worked, that employee shall receive credit of 12.5% toward the cost of that monthly COBRA premium. To receive credit, such employee must demonstrate that they have elected COBRA and show proof of payment.

This Letter of Understanding shall expire upon the termination of the Agreement on April 30, 2019 or unless otherwise mutually agreed to between the parties.

FOR THE UNION

By: 
Paul McAdams
UNITE HERE Local 24

FOR THE CLUB

By: 
Michael Strain
Chief Operating Officer D.G.C.

**DETROIT GOLF CLUB / UNITEHERE! Local 24
2016 CONTRACT NEGOTIATIONS**

Letter of Understanding

This Letter of Understanding is to confirm the agreement reached in the 2016 negotiations with UNITEHERE! Local 24 that the Detroit Golf Club agrees that there will at no time be more than two (2) salaried Sous Chefs performing culinary bargaining unit work at area at any time.

FOR THE UNION

By: 

Paul McAdams

UNITE HERE Local 24

FOR THE CLUB

By: 

Michael Strain

Chief Operating Officer D.G.C.