

**COLLECTIVE BARGAINING AGREEMENT**

**Between**

**THE GROSSE POINTE CLUB**

**and**

**UNITE HERE! LOCAL 24**

**EFFECTIVE OCTOBER 23, 2013 THROUGH OCTOBER 22, 2016**

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## AGREEMENT

THIS AGREEMENT, is made as of the 23rd day of October, 2013, between the GROSSE POINTE CLUB, also referred to as the "Club," and UNITE HERE! LOCAL 24, also referred to as the "Union."

### ARTICLE 1 RECOGNITION - UNION MEMBERSHIP - EMPLOYEE HIRING

#### **Section 1. Recognition**

- (a) The Club recognizes the Union as the exclusive bargaining representative for the purpose of collective bargaining with respect to rates of pay, hours of work and other conditions of employment for employees in classifications set forth in Schedule "A" attached and made a part of the Agreement, excluding managerial, confidential, seasonal, 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.

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

#### **Section 2. Union Membership**

- (a) To the extent allowed by state and federal law, 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) To the extent allowed by state and federal law, 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 31st calendar day of employment.

**Section 3. Employee Line-Up Referral**

- (a) 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. Banquet work shall be offered to B list employees and qualified regular employees (unless it would result in overtime) before being offered to outside contractors. 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 not 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 agreement 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 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 Club shall deduct for each payroll or at such 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 the negotiation of their overall economic terms of this Collective Bargaining Agreement. The Club will send to the Union electronically on a quarterly basis, a list containing the members in the bargaining unit.

**ARTICLE 3**  
**WORK WEEK - HOURS OF WORK - REPORTING FOR WORK -**  
**DEFINITION OF FULL-TIME, PART-TIME, AND SEASONAL EMPLOYEES**

**Section 5.**

- (a) Full-time, Worker II, and regular part-time employees will be scheduled a minimum of four (4) hours on any work day that they are scheduled.
- (b) The Club will maximize work assignments for full-time employees up to the five (5) day work week. Non-bargaining unit employees and contractors shall supplement, not displace, full-time employees except for training purposes and exigent circumstances, or as otherwise permitted under this Agreement. Health contributions continue at daily or monthly rates, and Pension contributions continue at hourly rates for full-time employees and for Worker II employees after January 1, 2009.
- (c) The Club will not schedule two part-time employees when the work can be done by one full-time employee.

**Section 6.**

The Club shall designate two (2) days in its payroll week so each full-time employee has regular days off. The Club shall not be required to designate the same days off for each full-time employee.

**Section 7.**

The Club shall have the right to change one or both days off for full-time employees and designate other days as the scheduled days off for full-time employees once every thirty (30) days and upon seven (7) days' notice to the employee.

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

**Section 8.**

All employees shall be paid weekly. B List employees shall turn in time cards showing the hours worked at each function.

**Section 9.**

An employee reporting for work shall be paid for that day even if the Club sends the employee home due to shortage of work. This provision shall not apply in case of an emergency caused by fire, flood, riot, civil commotion, or acts of God, or causes beyond the reasonable control of the Club. The Club shall act with reasonable diligence to notify employees to not to report to work in the event of such emergency. An employee

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

**Section 10.**

Only Bargaining Unit and seasonal employees shall regularly perform the work covered by this Agreement, except during relief periods, rush periods, or due to absenteeism, sickness, in cases of emergency, and for training, or as otherwise provided under this Agreement. There will be no restriction on Department Heads or other management employees from performing necessary functions to provide appropriate service to members and guests as the Club maintains the right to schedule appropriately for its volume of business.

The Club will employ one full time Houseperson. It will offer additional housekeeping work at the Clubhouse first to regularly scheduled staff, and then to any Housepersons on layoff, but if regularly scheduled staff and/or laid off Housepersons do not respond to the offer, or refuse to perform the work within the time requested, the Club will be free to have the work performed in any way it deems effective and efficient.

**Section 11.**

- (a) The definition of Full-Time has been revised so that current Full-Time employees retain their status as Full-Time employees for benefit purposes, during the Club's slow season when work schedules are reduced, in accordance with the reduced hours of operation.

A Full-Time Server is defined as one that is regularly scheduled to work 32 or more hours per week. A Full-Time Kitchen or Club employee in any of the other six classifications working year round, is defined as an employee that is regularly scheduled to work a minimum of 24 or more hours per week in the period from the Sunday after Labor Day through the Saturday before Memorial Day, and a minimum of 32 or more hours per week in the period between the Sunday before Memorial Day and the Saturday after Labor Day.

- (b) A part-time employee is one who is scheduled to work less than the number of hours per week required for full-time status.
- (c) A seasonal employee is an employee hired to work from May 1 through October 1. Seasonal employees are not covered by the Collective Bargaining Agreement and are not covered by any terms, conditions, or benefits of this Agreement. Seasonal employees will only be used at the Snack Bar or as a supplement to full-time and part-time employees during the Club's busy season. Regardless of the number of hours worked in a workweek by a seasonal employee, he or she will not become a full-time employee.

**Section 12.**

Part-time employees, during the term of this Agreement, 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.

**Section 13.**

Part-time employees who work twenty (20) days shall not be rejected for future work except for just cause. Any dispute under this Section may be submitted under the Grievance Procedure, Article 13, but if back pay is awarded, it shall be limited to actual work days lost, and in no event more than thirty (30) work days.

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

**Section 14.**

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

**Section 15.**

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

**Section 16.**

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

**Section 17.**

An employee can work in a lower rated job classification, provided the employee is paid his or her regular rate.

**Section 18.**

An employee receiving a higher wage rate, as of April 30, 2003, 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 the Club. New overscale wages, implemented on or after May 1, 2003, are enforceable only if authorized by the Club in writing. The Club will notify the Union in writing of such overscale wages within a reasonable time.

**Section 19.**

Except as provided in Section 18, no extra-contractual benefit, condition, or practice of employment, past or future, is enforceable under this Agreement by the Club or the Union unless committed to writing and signed by the Club and the Union; provided, that any such writing shall not be effective beyond the term of this Agreement.

**Section 20.**

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

**Section 21.**

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 22.**

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 23.**

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

**Section 24.**

A full-time employee will be paid time and one-half (1-1/2) for all hours worked on his or her seventh (7th) day worked within a workweek as long as the full-time employee has worked his or her full schedule during that workweek.

**Section 25.**

Full-time employees may be requested, but shall not be required, to work a designated sixth (6th) or seventh (7th) day within a workweek, or more than eight (8) hours in any one day, and shall endeavor to 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 Worker II employees, part-time employees, or the least senior full-time employees to perform the work.



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

**Section 26.**

Employees will be paid 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 27.**

Employees working New Year's Eve as a sixth (6th) day within a workweek will be paid double (2) time 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 28.**

Employees working on New Year's Eve as a seventh (7th) day within a workweek will be paid double time and one-half (2-1/2) for hours worked between 6:00 p.m. and midnight, and triple (3) time for hours worked after midnight.

**Section 29.**

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

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

**Section 30.**

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

- 1 Year - 1 Week
- 2 - 7 Years -2 Weeks
- 8 - 15 Years -3 Weeks
- 16 - 22 Years - 4 Weeks
- 23 or more years - 5 Weeks

A full-time employee must have been employed for one year and have worked at least two hundred (200) days 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.

An employee discharged, except for proven dishonesty, who has earned, but not been paid for vacation, shall be paid one (1) day's vacation pay for each forty (40) days worked or paid times the number of weeks the employee would otherwise be entitled

pursuant to Section 30(a). An employee discharged for proven dishonesty shall not be entitled to this benefit.

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 Section 30(a) provided an employee who quits must give one week's written notice of intention to quit to be eligible for this benefit.

**Section 31.**

All full-time employees will be required to take all vacation during the Club's shutdown period, unless otherwise approved by the Manager, in accordance with past practice.

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 32.**

Full-time employees shall be paid straight time for the following Holidays if not worked and time and one-half for all hours worked on any of these Holidays:

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

Part-time employees will be paid time and one-half for all hours worked on any of the above listed Holidays. In addition, a full-time or part-time employee will be paid time and one-half for all hours worked on the employee's birthday (but no pay if not working on such day).

**Section 33.**

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

**Section 34.**

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

**Section 35.**

A full-time employee laid off shall be paid for a Holiday if it occurs within ten (10) calendar days of layoff.

**Section 36.**

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

**Section 37.**

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.

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

**Section 38.**

For full-time employees hired before October 22, 2006, the Club will grant paid personal absence days as follows:

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

For full-time employees hired on or after October 23, 2006, the Club will grant paid personal absence days as follows:

- (c) After 1 Year - 1 Day
- (d) After 2 Years - 2 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 39.**

Eligible full-time employees shall give one (1) week's written notice of taking a paid personal absence day, unless prevented by sickness, disability, or emergency in

accordance with past practice. Paid personal absence days shall not be taken consecutively without the permission of the Club.

**Section 40.**

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 when the employee is paid for the workweek within which it is taken.

**Section 41.**

An employee who quits or is laid off, and who has earned, but not been paid for paid personal absence days under Section 38(a) 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 38(b) above, will receive payment for one day for every thirty-three (33) days worked or paid.

An employee who quits or is laid off and who has earned, but not been paid for his or her paid personal absence day under Section 38(c) above, will receive payment for one day for every 200 days worked or paid.

An employee who quits or is laid off and who has earned, but not been paid for his or her paid personal absence days under section 38(d) above, will receive payment for one day for every 100 days worked or paid.

**Section 42.**

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 days.

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

**Section 43. 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 44. 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 45.**

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

**Section 46.**

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 47.**

- (a) The Club recognizes seniority for full-time employees 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. Part-time employees shall have seniority in their classifications.
- (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 48.**

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 49.**

Seniority rights terminate when an employee:

- (a) Quits or retires,
- (b) Is discharged for cause;
- (c) Fails to return to work from an approved leave of absence;
- (d) Is absent for three (3) consecutive scheduled days without notice except when the employee is unable to give notice due to circumstances beyond his or her control, in which case the employee shall give notice as soon as possible, but in any event within ten (10) days;
- (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, other than seasonal employees, 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 50.**

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.

**Section 51.**

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 52. Culinary Plan, 345, Worker II Employees And Full-Time Employee During Their First 90 Days Of Employment**

Effective January 1, 2014, the Club shall contribute \$3.11 per day for each day, or part thereof, worked or paid, for each Worker II employee and for each full-time employee until such full-time employee completes 90 calendar days of employment at which time the full-time employee becomes eligible for contributions listed in Section 53. Contributions will be made to the Hotel Employees and Restaurant Employees International Union Welfare Fund.

Effective January 1, 2015, the contribution above shall be maintained at \$3.11 per day.

Effective January 1, 2016, the contribution above shall be decreased to \$2.48 per day.

Effective January 1, 2009, the Club will only remit welfare contributions to the Fund on behalf of full-time employees or employees classified as Worker II.

**Section 53. Culinary Plan, 345, Full-Time Employees**

Effective January 1, 2014, on the first day of the first full month, and beginning with that full month, following ninety (90) calendar days of employment as a full-time employee, the Club will contribute \$62.11 per month, or part thereof worked or paid, for each full-time employee.

Effective January 1, 2015, the monthly contribution shall be maintained at \$62.11.

Effective January 1, 2016, the monthly contribution shall be decreased to \$49.69.

**Section 54. Health Maintenance. Organizations**

The Club shall continue the existing health insurance plans in effect through May 31, 2014. Effective June 1, 2014, the Club shall not provide health insurance to full-time employees.

**Section 55. Health Insurance Increases/Stipends**

The Club shall continue its existing health insurance contributions through May 31, 2014, only. Effective June 1, 2014, the Club shall pay \$300.00 per month directly to each full-time employee. In addition, on the first pay date following June 1, the Club shall pay a lump sum \$750.00 to each full-time employee. These payments are subject to withholding required by law.

**Section 56. Full-Time Employee, Monthly Culinary 345**

Whether insured under the health insurance plan, or covered as an individual or a dependent upon a comparable plan, the Club will continue the appropriate monthly culinary contribution of \$62.11, or \$49.69, as referred to in Section 53 above.

**Section 57. Dependent Care**

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.

**Section 58. Self-Payment Plan**

The Club will consider establishing 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 59. Layoff, Leave, Quit, or Discharge**

- (a) Upon completion of one (1) year of employment as a full-time employee, and upon work or payment for 200 or more days from date of hire as a full-time employee, the Club will pay for one month following layoff, the monthly contribution due for health insurance coverage for such full-time employee as provided for in Sections 54 or 55 of this Article, and the one (1) month contribution to the culinary plan as provided in Section 53 of this Article. However, the Club may provide contributions, in a non-discriminatory manner, in excess of those required by this part of this Section. Provided further, the Club shall continue coverage year round, including during the Club's annual closed period for any full-time employees who work as full-time employees for ten months or more in a calendar year, so that there will be no gap in the Club-paid coverage provided under this Agreement.
- (b) If a full-time employee is granted a leave of absence pursuant to Section 43 of this Agreement, the Club will contribute the monthly health maintenance organization contribution for such full-time employee as provided in Sections 54 or 55 of this Article, and the monthly culinary contribution as provided in Section 53 of this Article, for not less than three (3) calendar months following the granting of such leave of absence.
- (c) An eligible employee who quits or is discharged will not be entitled to any additional contributions as may be provided in this Section.

**Section 60. Pension Program, Fund 545**

Effective May 1, 2014, the Club will contribute, in addition to the health and welfare contributions provided in this Article, \$1.66 per hour, worked or paid for each full-time or Worker II bargaining unit employee to the UNITE HERE National Fund, pursuant to an indenture of trust establishing such fund.



Effective May 1, 2015, such contribution will increase to \$1.94 per hour, worked or paid.

Effective May 1, 2016, such contribution will increase to \$2.09 per hour, worked or paid.

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

Effective January 1, 2009, contributions will only be made on behalf of full-time employees or employees classified as Worker II.

For part-time employees, except employees classified as Worker II, that are promoted to a full-time employee on or after January 1, 2009, pension contributions will begin on the first day following 90 calendar days of employment as a full-time employee. If a Worker II employee is promoted to full-time employment, he/she will continue to receive contributions without interruption.

#### **Section 61. Funds and Trustees**

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

#### **Section 62. Employee Data.**

The Club agrees to contribute for each employee by this agreement the sums listed below to the Hotel Employees and Restaurant Employees International Union Welfare Fund and to UNITE HERE National Retirement Fund for the purpose of providing health and welfare benefits under the Hotel Employees and Restaurant Employees International Union Welfare Plan, and pension benefits under UNITE HERE National Retirement Fund, or such new merged or consolidated plan as may be adopted by the Trustees. Said contributions shall be made monthly, together with a report of the employee data required by the Trust Fund, on the format prescribed by the Trust Fund, no later than the fifteenth (15<sup>th</sup>) day of the month following the month for which contributions are to be made.

#### **Section 63. 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.

**Section 64.**

Notwithstanding Sections 52, 53 and 60, the Club is not required to make culinary and pension contributions for employees whose principal occupation is student, except that pension contributions per Section 60 are required for all full-time employees, including students, upon completing the earlier of one continuous year of service or attaining 21 years of age.

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

**Section 65.**

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 within 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 66.**

The time limits in Section 65 are material and may be waived only by written agreement in each individual grievance.

**Section 67.**

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 68.**

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 69.**

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

**ARTICLE 14  
MANAGEMENT'S RIGHTS**

**Section 70.**

- (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 a manager, in advance of directing testing, and shall supply the writing to a union steward at the time the employee is directed for testing.

**ARTICLE 15  
MEALS – SHIFT DIFFERENTIAL**

**Section 71.**

The Club shall furnish a meal for an employee if that employee works more than 4 hours in a day and the Club has regular meal service during the time the employee works. The employee will be able to eat his or her meal, on his or her own time, before or after his or her shift is over if the employee is working at least four hours, or at an appropriate time that does not interfere with the efficient operation of the Club during a shift that is longer than 4 hours. The meal provided will consist of a sandwich, salad or cup of soup, and a non-alcoholic beverage. For such meal no charge will be made to the employee, and its cost will not be included on any report for income tax purposes.

**Section 72.**

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 73.**

The Club shall provide sanitary dressing rooms for all employees and shall provide lockers with employees allowed to bring their own locks. No locker inspection shall be held without the employee or the shop steward or designee accompanied by the manager or designee.

**ARTICLE 16  
UNIFORMS**

**Section 74.**

Black pants and black vest shall be considered the regulation server uniform. Black pants, white shirt, and black tie shall be considered the regulation bartender uniform. The Club reserves the right to change uniforms.

**Section 75.**

The Club shall only furnish and launder kitchen uniforms it requires employees to wear. The Club will make aprons and towels available to employees working in the kitchen. The Club will also purchase 3 kitchen jackets in different sizes for use by kitchen employees in serving Club functions.

**ARTICLE 17  
EMPLOYEE/UNION RIGHTS**

**Section 76.**

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

**Section 77.**

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

**Section 78.**

No Union meeting shall take place on the Club premises or on Club time without 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 79.**

The Club agrees that there will be no discrimination against an employee carrying out 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 an absolute minimum.

**Section 80.**

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. Union officers and stewards can also use accrued personal day(s) or vacation day(s) for union business.

**Section 81.**

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 82.**

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

**Section 83.**

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

**ARTICLE 18  
SAVING PROVISION**

**Section 84.**

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 85.**

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 86.**

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  
RENEGOTIATION**

**Section 87.**

This Agreement is subject to renegotiation during its term, at the Union's request, if the Grosse Pointe Club employs more than 45 full-time employees for more than six consecutive months.

**ARTICLE 22  
BONUS BASED ON MEMBERSHIP INCREASES**

**Section 88.**

Non- probationary bargaining unit employees will be eligible for a bonus in each calendar year of this Contract, if the Club reaches specific levels of Resident Active Members in accordance with the following:

**ELIGIBILITY:** All full-time and regular part-time employees with seniority in December of a qualifying year.

**AMOUNT:** \$5,000 to be split between all eligible employees.

**QUALIFYING YEAR:** Any calendar year during this Agreement during which the Club has 149 Resident Active Members or more, for 3 consecutive months.

**PAYMENT:** During the first week of December in any qualifying year.

**ARTICLE 23  
TERM OF AGREEMENT**

**Section 89.**

This Agreement is effective October 23, 2013, and continues through October 22, 2016, 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 October 22, 2016, or any subsequent anniversary date. Upon giving notice, this Agreement shall terminate October 22, 2016, or subsequent anniversary.

UNITE HERE! LOCAL 24

THE GROSSE POINTE CLUB

By: Steven M. Jomowicz

By: C. Prastoni L. Hill  
Chairperson

Dated: 11/9/14

Dated: 11/9/14



**SCHEDULE A  
MINIMUM HOURLY CLASSIFICATION RATES**

	<u>10-23-08</u>
Bartender	\$12.72
Busperson	\$11.85
Cook	\$13.14
Dishwasher	\$11.79
Houseperson	\$11.97
Pantry/Expeditor	\$12.09
Server	\$12.77

Employees hired after October 23, 2006 may be paid at a rate of \$.50 per hour less than the classification rates for the first 90 working days of employment. At the end of such 90 working day period, the employee shall earn at least the minimum rate specified above for his or her classification. Minimum hourly wages shall not change during this Agreement.

**SCHEDULE B**  
**HOLIDAY BONUS; BONUSES FOR PART-TIME EMPLOYEES**

A. Holiday Bonus

The Club will continue its practice of soliciting the membership to provide voluntary donations for the Employee Holiday Bonus.

B. Bonuses for Part-Time Employees

\$300.00 will be paid to a part-time employee who has worked 750 hours in calendar year 2014. This bonus will be paid to qualifying part-time employees during the payroll period after the employee qualifies for the bonus.

\$300.00 will be paid to a part-time employee who has worked 750 hours in calendar year 2015. This bonus will be paid to qualifying part-time employees during the payroll period after the employee qualifies for the bonus.

**SCHEDULE C**  
**THE ESTABLISHMENT OF THE WORKER II CLASSIFICATION**

A new Section will be added identifying current part-time employees who work sufficient hours to be able to benefit from the pension and culinary plans as Worker II. Those employees will continue to have pension and culinary plan contributions made on their behalf by the Club for as long as they are employed by the Club. After January 1, 2009, part-time employees hired by the club will no longer be entitled to have pension or culinary contributions made on their behalf by the Club.