

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

METZ CULINARY MANAGEMENT, INC.

At



UNIVERSITY OF DETROIT -- MERCY  
4001 WEST McNICHOLS ROAD  
DETROIT, MI 48223

And



UNITE HERE, LOCAL 24, AFL-CIO

EFFECTIVE DATES:

FROM: July 1, 2017  
THROUGH: June 30, 2020

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## **AGREEMENT**

This Agreement is by and between UNITE HERE, Local 24, AFL-CIO, (hereinafter referred to as "the Union") and Metz Culinary Management, Inc. at University of Detroit-Mercy, 4001 West McNichols Road, Detroit, MI 48223, (hereinafter referred to as "the Employer" or "the Company"), mutually agrees as follows:

## **ARTICLE 1 - MANAGEMENT RIGHTS**

**Section 1.** The Union recognizes the right of the Employer to operate and manage its business. All rights, functions, prerogatives, and discretions of the management of the Employer, formerly exercised, potentially exercised or otherwise, are vested exclusively with the Employer, except only to the extent that such rights are specifically and explicitly modified by the express provisions of this Agreement.

**Section 2.** Except as modified by this Agreement, the Employer's right to manage its business shall include, but not be limited to, the right to hire, promote, transfer, assign, and direct its work force; to discipline, suspend, or discharge for just cause; to retire or relieve employees from duty because of lack of work or other legitimate reasons; to determine and require standards of performance and to maintain discipline, order and efficiency; to determine operating standards, operational and other policies; to determine methods and procedures; to determine the quantity and type of equipment to be used; to increase or decrease the work force; to determine the number of departments and employees therein, and the work performed by them; to determine processes to be employed in the work place; to determine the number of hours per day or week individuals work and operations that shall be carried on; to establish and change work schedules, hours and assignments; to subcontract as long as it does not result in the layoff or displacement of employees or impede or delay the hiring of a regular bargaining unit employee, except in cases of significant mechanical breakdown, fire, or flood; to discontinue or relocate any portion or all of the operations now or in the future that are carried on at the facility covered by this Agreement; to schedule hours of work, including overtime; to add shifts or terminate existing shifts in accordance with customer need; to determine job content and classifications required; and to make and enforce all reasonable rules relating to work, operations, and safety.

## **ARTICLE 2 - RECOGNITION AND UNION MEMBERSHIP**

**Section 1.** The Company recognizes the Union as the exclusive agency for collective bargaining for all full and regular part-time employees of the Company who are employed by Metz Culinary Management, Inc. at the University of Detroit Mercy-McNichols Campus location and Law School; but excluding all students employed by the Company, casual employees, all office clerical employees, guards and supervisors as defined in the Act. A "casual employee" is one who is scheduled to work on an as needed, non-regular basis that is not more than one (1) shift per week.

**Section 2.** Supervisors and Managers (excluding Executive Chefs) will not do Catering bargaining unit work for a period in excess of one hour, unless an emergency occurs or when bargaining unit employees are not available. The Employer will attempt to contact bargaining unit employees in order of seniority to do this work whenever practicable. The Employer will keep a record of these attempts to be examined by the Union in the event a grievance is filed or a grievance may be filed.

## **ARTICLE 3 - HIRING**

The Union shall be informed of job openings so that they may present applicants for consideration.

## **ARTICLE 4 - HOURS OF WORK - WAGES**

**Section 1.** Employees who work more than eight (8) hours in anyone (1) day, or more than forty (40) hours in anyone (1) week shall be compensated at the rate of time and one-half (1½) their regular rate of pay for any such overtime hours. The normally regularly scheduled straight-time work week shall consist of five (5) days or shifts of work within the employee's seven (7) day work week. Should any employee work on a sixth (6<sup>th</sup>) day within his/her work week, that employee shall be paid time and one-half (1½) for such work. Anyone working on the seventh (7<sup>th</sup>) day shall be paid at the rate of double time. Any employee regularly reporting for work on any regularly scheduled working day, shall be paid in full for his regular shift or four (4) hours, whichever is greater. There shall be no pyramiding of overtime.

Paid time off hours paid to employees as provided for under this Agreement (that is, holidays, sick days, vacation, bereavement) shall not count as hours worked for purposes of determining eligibility for overtime pay as provided for in this Section.

Eight (8) hours of work shall constitute a work day, and five (5) days of work in the established payroll week, shall constitute a work week. This shall not be construed as a guarantee of minimum or maximum hours of work per day or per week or number of days of work per week. The Company will endeavor to maximize work assignments for full-time employees up to the five (5) day work week.

To the extent operationally possible and as determined by the Employer, the Employer is committed to creating as many full time schedules as possible and to maximize the available hours to create as many forty (40) paid hour schedules as possible consistent with its business needs. To the extent that there are employees with schedules less than forty (40) paid hours, the employer will create as many thirty nine and a half (39 1/2) paid hour schedules as possible and so forth in declining order consistent with its business needs until all employees have scheduled hours maximized in seniority order. Such established schedules shall not be deemed a guarantee of hours worked in a work day or work week, or days worked in a work week.

Based on the operational needs of the business, in order to maximize scheduled hours, and after attempts to schedule based on language in the foregoing paragraph have been exhausted, then split shifts will be permitted on a voluntary basis.

In order to maximize weekly hours, employees will be expected, but not required, to accept additional job responsibilities that may fall outside of the traditional duties of their classification; however, if an employee chooses not to accept these additional responsibilities then it will not affect the scheduled hours that are available to them.

In the event of a reduction of business which would necessitate the reduction of hours, the Employer agrees to meet this reduction, wherever possible, through layoff and recall procedures. The Employer further agrees that it will provide the affected employee(s) and the

Union as much advance notice as possible of any change in schedules and estimated duration if known.

If the Union believes that any such schedule change was not made for legitimate business reasons, then it may file a claim subject to the grievance and arbitration procedure herein; provided however, that grievance mediation conducted by a federal mediator from the Federal Mediation and Conciliation Service must be utilized before any demand for arbitration may be filed.

**Section 2.** The payroll week shall be from Sunday through Saturday. If administratively it becomes necessary to change the pay week, the Company will notify the Union as soon as possible. All employees shall be paid bi-weekly by direct deposit or electronic money card, subject to applicable law.

**Section 3.** If new classifications are established, coming within the jurisdiction of the Union's party to this Agreement, negotiations will be entered into for the schedule of wages and other terms and conditions of employment which shall govern said new classifications.

**Section 4.** No employee shall at any time be deprived of any advantage or privilege heretofore enjoyed, nor shall it operate to deprive any employee from receiving a wage higher than the Union scale in consideration of superior knowledge and ability. There shall in no event and at no time be a reduction in wages or deprivation of benefits to any employee covered by this Agreement, except by mutual written agreement between the Company and the Union. Nor shall any settlement or compromise of any claims for back wages, overtime or other benefits provided by this Agreement shall be binding upon any employee or former employee unless such settlement or compromise shall have been approved in writing by the duly authorized representatives of the Union. This Agreement embodies the entirety of the Agreement and no agent or member of the Union is authorized to waive or modify any provision thereof. An employee's wages may not be reduced unless he is transferred to a lower job classification.

**Section 5.** If the work schedule of an employee is changed, the Company shall notify the affected employee within a reasonable amount of time.

**Section 6.** Students will not regularly be scheduled to work more than twenty (20) hours per week.

## **ARTICLE 5(A) - UNION MEMBERSHIP**

**Section 1.** Good standing membership in the Union shall be a condition of employment with the Employer for all bargaining unit employees who have such membership on the date of execution of this Agreement; it shall also be a condition of employment with the Employer for all other bargaining unit employees on and after the thirtieth (30<sup>th</sup>) day following the execution or effective date of this Agreement, or on or after the thirtieth (30<sup>th</sup>) day following the beginning of their employment, whichever is the later. If the foregoing is prohibited by law, then at the corresponding time all employees shall be required as a condition of employment (unless prohibited by law) to pay to the Union a service charge to reimburse it for the cost of negotiating and administering this agreement.

The failure of any employee to become a member of the Union at such required times shall obligate the Employer, upon written notice from the Union to such effect and with proper

documentation, and to the further effect that Union membership was available to such employee on the same terms and conditions generally available to other members, to forthwith discharge such employee. Further, this failure of any employee to maintain his Union membership in good standing as required herein shall, upon written notice to the Company to such effect, obligate the Employer to forthwith discharge such employee.

The Union shall indemnify and save the Employer harmless against any and all claims, demands, suits or other forms of liability that shall arise out of or by reason of action taken by the Employer in compliance with any of the provisions of this Section.

**Section 2.** Good standing membership in the Union for purposes of this Article means such membership in the Union through membership in UNITE HERE.

**Section 3.** In the event that Section 1 may not be lawfully applied, all employees shall be informed by the Employer of the existence of this Agreement. The parties agree that the following Joint Statement shall be read or provided to employees at new employee orientation and posted in the workplace:

"All employees of Metz Culinary Management at University of Detroit--Mercy are covered under a collective bargaining agreement between Metz Culinary Management and UNITE HERE Local 24. Metz Culinary Management is neutral on the subject of employees' decision to join or not join the Union. No employee shall be discriminated against for either joining or not joining the Union. More information and a copy of the Union Contract can be obtained by calling the Union Office at \_\_\_\_\_."

**Section 4.** All new employees shall be entitled to receive an unpaid fifteen (15)-minute orientation provided by the Union at the end of each new hire orientation session.

## **ARTICLE 5(B) - DEDUCTION OF UNION DUES**

**Section 1.** The Employer agrees to deduct monthly from the wages of each employee who so authorizes such deduction, the amount of regular initiation fees and monthly Union dues as certified to the Employer by the Secretary/Treasurer of the Union. Except for the deduction of fees other than dues, the Employer will not deduct more than one month's dues from any single paycheck, or more than two months dues in any single month.

**Section 2.** The Employer shall remit each month to the Union, the amount of deductions made for that particular month including initiation fees, reinstatement fees, membership dues, and arrears, together with a list of employees with their social security numbers, hourly rate of pay, and arrearages per week/month, for whom such deductions have been made, and for those employees for whom no deductions were made a reason why. The list will indicate all official personnel actions that result in a change in status of bargaining unit members, including new hires, terminations, leaves of absence, and layoffs. The remittance shall be forwarded not later than the twenty-fifth (25<sup>th</sup>) of the month following the month in which deductions are made. The Parties agree that the information and dues shall be compiled and transmitted electronically through the Union's FTP site.

**Section 3.** The Union shall hold harmless the Employer from any and all claims that may arise out of the Employer's compliance with this Article.

**Section 4. Voluntary Political Deduction.** The Company shall deduct and transmit to the Treasurer of UNITE HERE TIP Campaign Committee the amount of contribution specified, at a flat dollar amount, for each payroll period or other designated period worked from the wages of those employees who voluntarily authorize such contribution at least seven (7) days prior to the next scheduled pay period, on the form provided for that purpose by the UNITE HERE TIP Campaign Committee. These transmittals shall occur no later than the twenty-fifth (25<sup>th</sup>) day of the following month, and shall be accompanied by a list setting forth as to each contributing employee his or her name, address, occupation, rate of PAC payroll deduction by the payroll or other designated period, and contribution amount. The company shall send these transmittals and this list to: Treasurer, UNITE HERE TIP Campaign Committee, 275 Seventh Avenue, New York, NY 10001.

## **ARTICLE 6 – INSURANCE**

**Section 1. Trust Language:** Effective July 1, 2017, the Employer agrees to contribute for each eligible full-time employee covered by this agreement to UNITE HERE HEALTH ("Fund") for the purpose of providing health and welfare benefits under UNITE HERE HEALTH Food Service Plan ("the Plan"), or such new, merged or consolidated plans as may be adopted by the Trustees. Said contributions shall be submitted monthly, together with a report of the employee data required by the Fund, on the format prescribed by the Fund, no later than the fifteenth (15<sup>th</sup>) day of the month following the month for which contributions are to be made.

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

### **Section 2. General Provisions:**

The Employer shall contribute to the Fund for all eligible employees. An eligible employee is defined as a full-time employee who is enrolled in the Plan and who regularly works thirty (30) hours or more per week during the academic year.

The Employer will begin making contributions to the Fund for eligible employees upon the earlier of:

- a) the first of the month following two (2) months of employment; or
- b) completion of one thousand and twenty (1,020) hours of service.

### **Section 3. Medical Insurance:**

**(a) Employer contributions.** For the period from July 1, 2017 to December 31, 2017, the Employer shall contribute the sums stated below for all eligible employees for medical insurance coverage under the UNITE HERE Health Food Service Plan "C":

<u>Effective Date</u>	<u>Single</u>	<u>Single Plus One</u>	<u>Family</u>
7/1/17	\$658.25	\$1,318.39	\$1,858.51

For the period from January 1, 2018 through the expiration of this Agreement, the Employer shall contribute the sums stated below for all eligible employees for medical insurance coverage under the UNITE HERE Health Food Service Plan II, National PPO, Gold Plan:

<u>Effective Date</u>	<u>Single</u>	<u>Single Plus Spouse</u>	<u>Single Plus Child</u>	<u>Family</u>
1/1/18	\$674.88	\$1,439.34	\$1,125.74	\$1,999.10
1/1/19	Increase in medical premium as determined by Fund			
1/1/20	Increase in medical premium as determined by Fund			

The Employer agrees to contribute the contribution rates necessary, as determined by the Fund, to sustain benefits. The parties agree and understand that, if the appropriate welfare contribution rates are not paid, the Trustees of the Fund may eliminate benefits to otherwise eligible participants and terminate the Employer's participation pursuant to the Fund's Minimum Standards.

**(b) Employee Co-premium:**

Effective July 1, 2017, the Employer will deduct 15% of the cost of the monthly premium for single coverage from employees' paychecks on a bi-weekly basis; and the Employer will deduct 25% of the cost of the monthly premium for single plus spouse, single plus child and family coverage from employees' paychecks on a bi-weekly basis.

The employee share of the premium will be deducted bi-weekly through payroll deduction. The employee's bi-weekly deduction will be calculated based on the total annual amount owed by the employee divided by the number of payroll check dates from September 1<sup>st</sup> to May 31<sup>st</sup> of each year.

Employees laid off during seasonal layoff periods of Christmas break and Spring break will have the employee bi-weekly deductions for those periods deducted from their paychecks after they return to work. Employees laid off for the summer will be required to make arrangements with the Employer prior to the end of the academic year in May as to how they will pay their share of the premium during the summer layoff months. Employees who fail to timely pay their share of the premium during the summer layoff months in accordance with the arrangements they made with the Employer prior to the end of the academic year in May, will have their medical insurance coverage cancelled.



The Employer will submit the entire contribution to the Fund on a monthly basis on behalf of all eligible employees who have paid their portion of the contribution.

**(c) Election, Enrollment and Waiver:**

The parties agree that employees cannot waive coverage in exchange for wages or some other type of benefit.

The parties agree that an employee may only change his or her enrollment election during the Open Enrollment period of each year of the Agreement or such other times as allowed by applicable federal law. An employee who enrolls in coverage will automatically be enrolled in the same level of coverage each subsequent enrollment period, unless he or she elects to change their level of coverage during Open Enrollment.

For any coverage level for which there is an employee co-premium, the Employer is required to remit contributions to the Fund for those employees who enroll in the Fund and agree to remit the required co-premium via payroll deduction. Eligible employees who wish to enroll in the Plan shall do so in accordance with the Fund's policies, including but not limited to, signing an Election Form or enrolling telephonically. The Employer is required to keep a copy of either the telephonic confirmation letter or signed election form, as applicable. Such form shall be retained with the employee's file and made available to the Fund upon request.

**Section 4. Life Insurance, AD&D, Dental, and Short-term Disability Insurance.**

The Employer shall contribute to the Fund for all eligible employees. An eligible employee is defined as a full-time employee who regularly works thirty (30) hours or more per week during the academic year.

The Employer's contributions will begin on the first of the month following two (2) months of employment.

The Employer shall contribute the monthly sums stated below for Life Insurance, AD&D, and Short-term disability Insurance, as well as for single coverage for dental, during the months of September through May for all eligible employees, including those employees who take medical insurance coverage:

**(a) Life Insurance and AD&D benefits**

<u>Effective Date</u>	<u>Rate</u>
7/1/17	\$1.98
1/1/18	\$1.90
1/1/19	\$1.90
1/1/20	TBD

**(b) Dental Insurance - Dental Plan "B" (July 1, 2017 to December 31, 2017)**

<u>Effective Date</u>	<u>Single</u>	<u>Single Plus One</u>	<u>Family</u>
7/1/17	\$25.22	\$48.57	\$88.55

**Dental Insurance - Dental Plan PPO (As of January 1, 2018)**

<u>Effective Date</u>	<u>Single</u>	<u>Single Plus Spouse</u>	<u>Single Plus Child</u>	<u>Family</u>
1/1/18	\$32.30	\$79.70	\$76.96	\$110.73
1/1/19	TBD			
1/1/20	TBD			

If an employee elects participation in single plus spouse, single plus child or family dental coverage, the employee will pay the difference in premium cost between the level of coverage selected and the premium cost for single coverage, through payroll deduction.

**(c) Short Term Disability (STD) Insurance**

<u>Effective Date</u>	<u>Rate</u>
7/1/17	\$10.15
1/1/18	\$13.10
1/1/19	TBD
1/1/20	TBD

Effective 7/1/17 through the expiration of this Agreement, the Employer agrees to contribute the contribution rates necessary, as determined by the Fund, to sustain benefits described in the above Section 4(a), (b) and (c) of this Article 6. The parties agree and understand that, if the appropriate welfare contribution rates are not paid, the Trustees of the Fund may eliminate benefits to otherwise eligible participants and terminate the employer's participation pursuant to the Fund's Minimum Standards.

**Section 5. Mandatory Health Care Meetings:**

The Employer and the Union are jointly committed to maintaining quality and affordable health care for all bargaining unit members. To that end, the parties have agreed to the following proactive training program in order to ensure that covered individuals are made aware of the most effective way to utilize the benefits in an effort to maximize quality and control costs.

- a) The Employer will call a mandatory employee meeting within ninety (90) days of the signing of this agreement or signing a future CBA, or at a later time by mutual agreement with the Union;
- b) Each year thereafter, the Employer shall call a mandatory employee meeting within ninety (90) days of open enrollment, or at a later time by mutual agreement with the Union;
- c) Such meeting shall be no less than thirty (30) minutes, but may be added to the beginning or end of an existing mandatory employee meeting;
- d) Only those employees who are eligible to participate in the UNITE HERE HEALTH Food Service Plan will be required to attend;
- e) Employees attending such meeting will be paid at their normal hourly rate;
- f) The meeting will be run by staff from UNITE HERE HEALTH and/or the Union.
- g) The General Manager and/or local Human Resources Representative will

- attend this meeting in order to better be able to answer any questions they may receive from employees;
- h) The General Manager and/or local Human Resource Representative and Local Union Representative will coordinate to determine if the location needs to have one mandatory meeting or multiple meetings to accommodate differing days off and/or shifts.

## **ARTICLE 7 - PENSION PLAN**

**Section 1.** The Employer agrees to contribute for each employee covered by this Agreement, the sum as stated herein to the National Retirement Fund for the purpose of providing retirement benefits under the National Retirement Fund Adjustable Plan. Said contributions shall be submitted monthly, together with a report of the employee data required by the Trust Fund, on the format described 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 2.** Employer will contribute \$1.00 per straight time hour that is worked by each eligible employee.

**Section 3.** The Company shall make available to all employees the ability to participate in the Employer's 401(k) plan. Such rules of participation shall be subject to that of the 401(k) plan that is offered to the employees by the Company. The present terms of the 401(k) plan provide for a match by the Company of ten percent (10%) of an Employee's contribution, capped at ten percent (10%) of the Employee's salary.

**Section 4.** The Employer and the Union agree to be bound by the Agreement and Declaration of Trust of the Adjustable Rate Plan of the 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 Employer and Union Trustees, together with their successors selected as provided therein, and agree to abide and be bound by all procedures established and actions taken by the Trustees pursuant to said Trust Agreement. Any provision 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.

The Company shall commence contributions after an employee has been employed or reemployed for ninety (90) calendar days.

**Section 5.** The Pension Fund identified in this Article may not assess the Employer additional contributions above and beyond those provided for in this Agreement.

## **ARTICLE 8 - MEALS**

The parties agree that, in the interest of maintaining continuous service to the customers, the employees of the Company shall consume their meals on the premises at such time, and in such manner, as the Company deems necessary for its convenience, and the cost of such meals shall not be included in any report for income tax purposes. The employees agree to accept one (1) such meal for each day worked, and for which no charge shall be made to the employee. Such meals shall not include any pre-packaged or bottled products and shall be eaten on the employee's own time.

## ARTICLE 9 - HOLIDAYS

**Section 1.** Full-time employees who do not work on the holiday shall be compensated for their regularly scheduled hours for the holiday. A full-time employee who is required to work on a holiday shall be compensated at the rate of double time for all hours worked, and in the event the hours worked are less than their regularly scheduled hours, they shall receive double time for the hours that they work and straight time for the remainder of their regularly scheduled hours for that day.

Full-time employees who have already worked forty (40) hours in the week and who are working one (1) of the following holidays shall be paid two and one-half (2½) times their regular rate for hours worked during said holiday:

Paid holidays shall be as follows:

Labor Day	New Year's Eve	Easter
Thanksgiving Day	New Year's Day	Memorial day
Christmas Eve	Martin Luther King Jr.'s Birthday	Independence Day
Christmas Day	Good Friday	

**Section 2.** To qualify for holiday pay, an employee:

- a) Must have completed his probationary period.
- b) Must have worked his last scheduled shift before and his first scheduled shift after the holiday, unless ill as certified by a physician.
- c) Must be on the active payroll in the week in which the holiday falls.

1. Not on a leave of absence.

2. Not on layoff or sick leave, except the case of seniority employees who have been laid off in a reduction of force or put on sick leave during the week prior to which the holiday falls, shall receive pay for such holiday if otherwise eligible. Notwithstanding any past practice to the contrary, the only employees who will be eligible to receive holiday pay for Memorial Day and Independence Day will be those employees who either work the week before and/or the week of those holidays, or who work on those holidays.

- d) In scheduling employees for holiday work, if all employees are not required to work the designated holiday, the Company will request from the top senior employees and demand from the least senior employees. The least senior employees within a classification must work or lose holiday pay.

## ARTICLE 10 - SICK/PERSONAL DAYS

**Section 1.** Effective September 1, 2017, all full-time employees of the bargaining unit who have been employed for at least one (1) year, shall be entitled to five (5) paid sick/personal days each

academic year. Employees will be credited with those five (5) days on September 1<sup>st</sup> of each year.

Full-time employees with at least six (6) months of service but less than one (1) year of service as of September 1<sup>st</sup>, will receive a pro-rated share of the five (5) days to be used for that academic year.

**Section 2.** Sick/personal days shall be paid at the employee's then current hourly rate of pay times the hours they were scheduled to work on the day of the absence. Unused sick/personal days at the end of the academic year will be paid out to employees at one hundred percent (100%) of their value based on the employee's regularly scheduled daily hours times their regular hourly rate of pay. This payout of unused sick/personal days will be placed on employees' last paycheck that they receive prior to the summer layoff. In order to receive the payout of unused sick/personal days, an employee must be on the active payroll at the time of the payout.

This sick/personal days' benefit is only available for employees working during the academic year - that is, there are no sick/personal days earned or available to employees who work during the summer.

If an employee has sick/personal days available, and the employee is off work as a result of illness or taking the day as a personal day, then the employee will receive a paid sick/personal day for that day.

**Section 3.** Sick/personal days may not be carried over from year to year.

**Section 4.** Unused sick/personal days shall not be paid out at termination.

**Section 5.** A doctor's note may be requested by the Employer on the third day of return to work after three consecutive days off sick, or upon returning to work after being off sick on the last scheduled day before, after, or on the holiday scheduled to work, or in instances where there appears to be a pattern of sick absences.

**Section 6.** Employees may use sick days as personal days upon at least one (1) week notice to the Employer. If an employee has a bona fide emergency, then the one (1) week notice will be waived.

The Employer will grant the day as a personal day so long as it does not adversely affect efficient operations. The employee's request for a personal day will not be unreasonably denied. No more than one employee will normally be permitted off on a personal day on any work day.

## **ARTICLE 11 - VACATIONS**

**Section 1.** Commencing July 1, 2017, all regular full-time employees shall be eligible to earn vacation. Vacation shall be determined based on length of service as of their individual anniversary date and becomes vested/earned on June 30<sup>th</sup> of each year.

a) During the first (1<sup>st</sup>) through second (2<sup>nd</sup>) years of service, the employee shall accrue vacation with pay at a rate of .0323 hours of vacation per hour paid up to a maximum

of forty (40) hours. The vacation may be taken in the following vacation year.

b) During the third (3<sup>rd</sup>) through fourteenth (14<sup>th</sup>) years of service, the employee shall accrue vacation with pay at a rate of .0645 hours of vacation per hour paid up to a maximum of eighty (80) hours. The vacation may be taken in the following vacation year.

c) During the fifteenth (15<sup>th</sup>) through nineteenth (19<sup>th</sup>) years of service, the employee shall accrue vacation with pay at a rate of .0968 hours of vacation per hour paid up to a maximum of one hundred twenty (120) hours. The vacation may be taken in the following vacation year.

d) During the twentieth (20<sup>th</sup>) year, and each subsequent year, the employee shall accrue vacation with pay at a rate of .1290 hours of vacation per hour paid up to a maximum of one hundred twenty (120) hours. The vacation may be taken in the following vacation year.

**Section 2.** Vacation pay shall be based on the employee's earned vacation hours and regular hourly rate of pay at the time of their vacation.

**Section 3.** Employees whose employment terminates shall be paid all vacation earned in the prior vacation year not yet taken. Employees whose employment terminates shall also be paid all accrued time once such time has vested on June 30<sup>th</sup> of each year.

**Section 4.** Employees shall be scheduled on vacation according to the preference of employees on a seniority basis and the operating efficiencies of the unit. Employees will not be permitted to receive vacation pay during the school year except under the following circumstances, subject to management approval, and such requests shall not be unreasonably denied:

- Family emergencies.
- Family vacations that have been planned.
- When the operation is in recess.

Vacations must be taken within one (1) year of the employee's anniversary date. Vacation may be taken one (1) day at a time or outside of the regular vacation period, at the discretion of management, and shall not be unreasonably denied.

**Section 5.** Employees shall be permitted to use vacation days in order to be paid when the campus is closed due to inclement weather. Also, Employees laid off during seasonal layoff periods of Christmas break may use accrued time that has not yet vested for all or part of that layoff period.

**Section 6.** On or shortly after June 30<sup>th</sup> the Employer shall provide to the employee a report showing the employee's available vacation days for the next year.

**Section 7.** If employees' available vacation is not reported on the standard pay stub, the Employer shall provide on a quarterly basis a report indicating each employee's available vacation.

**Section 8.** All earned but unused vacation pay will be paid out at the end of the academic

year in May of each year. In those years that an employee becomes eligible for an additional week of vacation, as set forth in Section 1 above, the additional week of vacation will be available to the employee after their anniversary date.

## **ARTICLE 12 -LEAVES OF ABSENCE**

**Section 1.** Leaves of absence without pay for a reasonable period of time, not to exceed sixteen (16) weeks, shall be granted by the Company to non-probationary employees for reasons of the employee's own bona fide illness. Such leaves of absence for bona fide illness shall not affect employees' vacation or seniority rights. For leaves of absence of thirty (30) days or less, the employee will receive vacation credit as if he were actively at work.

**Section 2.** Leaves of absence without pay not to exceed eight (8) weeks may be granted by mutual Agreement between the Company and the employee for other reasons, but under such conditions, the Company shall determine the extent, if any, to which vacation rights shall be affected.

**Section 3.** Any leaves of absence that may be granted may be extended, with the approval of the Company, beyond the time allowed therefore as set forth above.

**Section 4.** An employee who has unused or accrued vacation days at the time of being granted an approved leave of absence may be required to use such unused or accrued vacation time off.

**Section 5.** All leaves of absence and extensions must be in writing, signed by the Company and a copy sent to the Union.

**Section 6.** If an employee is on leave of absence, the Union will not refer such employee for work with another employer.

**Section 7.** The Company will comply with the provisions of Family and Medical Leave Act ("FMLA") and any applicable state law. This Agreement contains provisions that may be more generous, in certain circumstances, than the requirements of the FMLA and/or applicable state law. The more generous contract leave policy would prevail under those circumstances. However, it must be understood that leave time granted under the terms of the contract will be counted towards the FMLA and/or state requirement and that the FMLA and/or state requirement cannot be taken in addition to any leave granted under the terms of the contract. Furthermore, in circumstances where FMLA or state law is more generous than the contract provisions, the FMLA or state requirements will prevail.

## **ARTICLE 13 - PROBATIONARY EMPLOYEES**

All employees newly hired, or rehired after termination of their seniority, shall be considered "probationary" employees until completion of ninety (90) calendar days of employment. During and at the end of the probationary period, the Company may discharge any such employee in its discretion and such discharge shall not be subject to the grievance or arbitration provisions of this Agreement. This will include all current employees.

A thirty (30) day extension of the probationary period may be granted with notice to the Union.

A probationary employee is not eligible for any benefits sets forth in this Agreement but, once the employee achieves permanent status, the employee will be given credit for vacation time accrued during the probation period.

## **ARTICLE 14 - SENIORITY**

**Section 1.** Probationary employees shall not acquire any seniority rights until they have been employed for a period of ninety (90) calendar days.

**Section 2.** The Employer agrees to recognize seniority in specific job classifications within each department and that employees in specific job classifications within each department shall be promoted, demoted, laid off and recalled to work according to their length of service, provided, however, that the employee qualifies for the specific job classification within the department.

**Section 3.** Seniority employees shall have preference of shifts and days off, and shall have choice of vacation periods.

**Section 4.** Seniority rights shall terminate if 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 laid off for a period equal to his seniority or two (2) years, whichever is the lesser period of time.

**Section 5.** Approved leaves of absence shall be considered as time worked in the computation of seniority.

**Section 6.** No call-in employees in job classifications shall be used where seniority employees within the same classification are on layoff except in cases of emergency, or where the Company cannot contact laid off employees in the same job classifications.

**Section 7.** Whenever a vacancy or promotion occurs in a classification covered by this Agreement, excluding those created by leaves of absence or vacation, it shall be known to employees by posting the job on the Bulletin Board for five (5) days during the school year and by mail to the employees last known address during the summer close-down. Employees requesting the position shall be interviewed by the Company. When skill and ability are equal, the senior employee shall have preference over the other employees, applicants or candidates. Metz Culinary Management shall have the final determination of skill and ability.

A transferred or promoted employee shall have probationary status in the new job classification for the first forty-five (45) calendar days. At any time during this probationary period, the Company may return the employee to their former job classification or the employee may elect to return. If the employee is returned to or elects to return to their former classification, there shall be no loss of seniority in the classification they are returning to.



## **ARTICLE 15 - DISCIPLINE AND DISCHARGE/JUST CAUSE**

**Section 1.** The Company agrees that discipline shall be for just cause only. An employee may file a grievance concerning disciplinary action against him/her.

The Company will take any discipline action promptly after learning of the circumstances on which the discipline is based. In general, the Company will endeavor to take any such disciplinary action within ten (10) work days after learning of the circumstances on which the discipline is based, unless there exists a justifiable business reason for a reasonable extension of this period. The Company will give its reasons for such discipline and/or discharge to the employee and the Union Steward within ten (10) calendar days of such disciplinary action.

**Section 2.** The parties recognize the principles and need for a method by which progressive discipline shall be provided. The Company will administer progressive discipline as follows:

- a) First written warning.
- b) Second written warning.
- c) A final warning and disciplinary suspension of up to five scheduled work days.
- d) Suspension pending investigation and decision to discharge.

**Section 3.** The progressive disciplinary steps described in Section 2 will not be applied, and employees will be subject to suspension or summary discharge in cases of serious misconduct, such as gross insubordination; fraud, theft, or misappropriation of company or client funds or property; punching in or out for another employee or any other falsification of records; vandalism; use, possession, sale, distribution, or being under the influence while at work of alcoholic beverages or illegal drugs or other controlled substances; possession of firearms or illegal weapons at the work place or while on duty; engaging in, abetting, or threatening violence, physical harm, or abuse of fellow employees, management, or customers; or other conduct of a similar nature, seriousness, or culpability.

**Section 4.** In any disciplinary proceeding, the Company may not consider and/or utilize any material adverse to the employee that occurred more than twelve (12) months prior to the current disciplinary action, provided no other disciplinary action has been taken against the individual within those twelve (12) months.

**Section 5.** An employee shall be permitted to have a Shop Steward or Union Representative at any meeting with the Company, or its agents, which meeting is for the purpose of investigating alleged misconduct by the employee that might be the basis for, or which may result in, discharge, suspension or other disciplinary action with respect to the employee. If the employee indicates that he/she wishes a steward to be present, and one is not available, the disciplinary meeting shall be temporarily postponed unless it is suspension or suspension with intent to discharge. If it is not a suspension or suspension with intent to discharge, the discipline shall be delayed until the employee's next shift.

**Section 6.** Absence and tardiness issues shall be considered together on a separate track from other disciplinary issues.

## **ARTICLE 16 - RESPECT AND DIGNITY**

The Employer and Union agree that each employee and supervisory representative of the Employer shall be treated with dignity and respect. Verbal abuse, threats, or harassment, including sexual harassment, by employees, managers or supervisors towards each other will

not be tolerated. Discipline shall be handled in a professional manner.

## **ARTICLE 17 - LABOR/MANAGEMENT COMMITTEE**

The Employer and Union agree that there shall be a Labor-Management Committee consisting of no more than three individuals from each party. Committee members shall be designated, in writing, by each party to the other. Meetings will be held at mutually agreeable times and places so as to apprise the other of problems, concerns, and suggestions related to the operations and the work force, all with the aim of promoting better understanding between the parties. Meetings will be held within fifteen (15) days after either party so requests, but not more than one (1) time each month during the academic year. A written agenda shall be established for each meeting. Such meetings shall not be construed as opening the Agreement for negotiations, nor shall any subject matter at the meetings constitute a step in the grievance procedure. Employees shall be paid at their regular hourly rate for time spent at Labor Management Committee meetings.

## **ARTICLE 18 - NON-DISCRIMINATION**

**Section 1.** The Employer and the Union agree that neither of them will discriminate against or harass any of the Employer's employees because of the employee's union activity, race, color, religion, sex, sexual orientation, age, national origin, disability, veteran status or any other personal characteristic that is protected by applicable law. The Employer and the Union also agree that neither of them will retaliate against any of the Employer's employees who complain of discrimination or harassment or who participate in an investigation regarding discrimination or harassment. The Employer and the Union agree that each bargaining unit member is also obligated not to discriminate, harass, or retaliate based on any of the protected characteristics described above against any other employee or anyone with whom the employee has contact on the Employer's and/or client's premises during the course of the employee's workday.

**Section 2. Gender.** The use of pronouns "he" or "she" and the suffixes "men" or "women" shall not be interpreted to refer to members of only one sex, but shall apply to members of either sex.

**Section 3. Americans with Disabilities Act.** This Agreement shall be interpreted to permit the reasonable accommodation of disabled persons as required by state and/or federal law, including the Americans with Disabilities Act (ADA). In the event such conflicting accommodation is permitted only if required to comply with said laws, the parties, at either's request, shall meet to discuss the proposed accommodation. The parties agree that any accommodation made by the Employer with the respect to job duties or any other term or condition of employment shall not in any way become applicable to any other individual, class or group of employees, but shall apply only to the person or persons accommodated in the particular situation. The fact that such person or persons was accommodated, and the manner and method of such accommodation, shall be without precedent and, therefore, may not be used or relied upon by any person for any purpose at any time in the future.

## **ARTICLE 19 - GRIEVANCE PROCEDURE**

**Section 1.** The Union and the Company recognize their mutual responsibility for the prompt and orderly disposition of grievances of employees that arise under this Agreement. To this end the Union, the employees, and the Company agree that the provisions of this Article shall provide the means of settlement of all grievances of employees.

**Section 2.** Stewards appointed or elected by the Union from among the employees of the Company shall be recognized by the Company as representatives of employees in the presentation and settlement of their grievances; but nothing in this Agreement shall deny any employees or group of employees the right to present grievances to the Company, and to have such grievances adjusted, as long as this adjustment is not inconsistent with the provisions of this Agreement and provided the Union has been given the opportunity to be present at such.

**Section 3.** Any difference or dispute arising out of or under this Agreement which an employee of the Union has not been able to adjust informally with his supervisor, may be made the subject of a grievance and shall be presented in the following steps:

Step 1 Between the aggrieved employee and his steward, and the employee's manager or his designee.

Step 2 Between the aggrieved employee and his Union representative and the General Manager or their designees.

Step 3 Between the aggrieved employee and his Union representative, and the District Manager or their designee.

Step 4 If the grievance is not resolved after the procedures in Step 3 have been completed, the parties, by mutual agreement, may refer the matter to nonbinding mediation through the Federal Mediation and Conciliation Service (FMCS). Such referrals shall occur within seven (7) calendar days after the union receives the written response from the District Manager. This process will be conducted under FMCS jurisdiction and guidelines.

**Section 4.** All grievances shall be presented orally in Step 1, but the date of filing shall be recorded on a form provided by the Company. A notation shall also be made on this form as to the disposition of the grievance by the Company, and the date such answer was communicated to the aggrieved employee and his steward. All grievances shall be reduced to writing in Step 2, and subsequent steps on a form provided by the Company signed by the aggrieved employee and his Union representative, and presented to the food service director. The answer of the Company at Step 2 and subsequent steps shall also be in writing, and copies of the grievance and answer distributed to the aggrieved employee and his Union representative.

Section 5. All grievances shall be presented at Step 1 of this grievance procedure within five (5) work days from the date of their occurrence or they shall be considered waived. Unless a grievance is appealed within five (5) work days after the Company's answer in each step, such grievance shall be deemed to have been settled in accordance with such answer, which shall be final and binding on the aggrieved employee or employees and the Union. At each step, the Company shall answer within five (5) work days of receipt of the grievance.

## **ARTICLE 20 - ARBITRATION**

**Section 1.** Any grievance concerning the interpretation, application or alleged breach of any specific provision of this Agreement that has been properly processed through the grievance procedure as set forth in Article 19 and has not been settled at the conclusion thereof may be appealed to arbitration by the Union by serving written notice to the Company within ten (10) calendar days after the Company's answer to Step 3 of the grievance procedure, or the

conclusion of grievance mediation, whichever is applicable.

If the Union fails to serve such notice of its intention to arbitrate within this time period, it shall be deemed to have waived the arbitration, and the grievance shall be considered settled. No individual employee shall have the right to invoke this arbitration procedure.

**Section 2.** If the Union and the Company are unable to agree on the selection of an arbitrator within seven (7) calendar days after the Union's notice of appeal to arbitration, they shall jointly request the American Arbitration Association (AAA) to furnish a list of not less than five (5) arbitrators. Selection shall be made according to the rules of the AAA.

**Section 3.** The jurisdiction and authority of the grievance amid his opinion and award will be confined exclusively to the specific provision or provisions of this Agreement at issue between the Union and the provisions of this Agreement. The arbitrator shall not hear or decide more than one grievance without the mutual consent of the Company and the Union. The award in writing of the arbitrator within his jurisdiction and authority as specified in this Agreement shall be final and binding on the aggrieved employee or employees, and the Union and Company.

**Section 4.** The Union and the Company shall each bear its own expense in these arbitration proceedings, except that they shall share equally the fee and expenses of the arbitrator in the connection with the grievance submitted to him.

## **ARTICLE 21 - NO STRIKE/NO LOCKOUT**

During the term of this Agreement, the Union agrees that it will not engage in, encourage, or approve any strike, slowdown, picketing, boycott, or other interference with the Company's operations. The Company agrees that it will not lockout employees during the term of this Agreement.

## **ARTICLE 22 - UNIFORMS**

**Section 1.** The Company shall furnish all regularly scheduled employees with the required uniforms, which will be replaced one-for-one on an as-needed basis. The employees must wear other clothing and footwear as determined by the Employer.

The Company will reimburse employees for up to twenty-five dollars (\$25.00) per academic year towards the purchase of safety shoes purchased through one of the Company's approved shoe vendors.

**Section 2.** If the Company provides uniforms, then the employees will be required to launder and maintain the uniforms.

**Section 3.** If an employee destroys, damages or loses their uniform, the employee will be responsible for the cost of replacement.

**Section 4.** Employees must wear the uniform as directed by the Employer.

**Section 5.** All uniforms must be returned to the Employer upon termination of employment or the employee will be charged for such uniform.

## **ARTICLE 23 - GENERAL PROVISIONS**

**Section 1.** The Company shall provide lockers for the safekeeping of employees' clothing and work tools in a place which the public shall not have access. The Company shall provide a clean and comfortable dressing room for the employees. Since the Company and the employees are on the property of the University of Detroit Mercy, the obligation of the Company to provide lockers and dressing rooms is subject to such items being present on the property of the University and subject to the University permitting the Company to make such items available to the employees.

**Section 2.** No employee shall be discriminated against for giving information regarding alleged violations of this Agreement to the Union.

**Section 3.** If given two (2) weeks advance notice, the Company will approve all reasonable requests for time off without pay to any employee designated by the Union to serve in any capacity on official Union business. No more than two (2) employees may be off simultaneously for such purpose.

**Section 4.** The Company shall maintain Workers' Compensation Insurance as required by applicable law and shall also comply with the applicable provisions of the Michigan Employment Security Act.

**Section 5.** The Company agrees that the Union shall have the right to select shop stewards in accordance with the provisions of its constitution and by-laws. Such stewards shall be selected from among the employees of the establishment. It is understood that the steward is responsible for doing his job assignment.

**Section 6.** A bulletin board will be provided for the sole use of the Union for posting notices of meetings and other Union activities.

**Section 7.** Properly authorized representatives of the Union shall be permitted to investigate the standing of all employees and to investigate conditions to see that the Agreement is being enforced, provided that no investigation shall unreasonably interrupt the duties of any employee. The Company as well as the Union representative shall conduct themselves in such a manner so as to carry out the intent and spirit of this Section. The Union representative will inform management of his presence at the time of arrival.

**Section 8.** The Company may continue and from time to time may establish or change reasonable rules and regulations as it may deem necessary and proper for the conduct of its business, provided that the same are not inconsistent with any of the provisions of this Agreement.

**Section 9.** Employees working an eight (8) hour shift will be permitted to take a thirty (30) minute break during the course of said eight (8) hours. Employees working a four (4) hour shift will be permitted to take a fifteen (15) minute break. A thirty (30) minute lunch break may be taken but on the employee's own time.

**Section 10.** The Company shall, at each regular pay period, make available to each employee a statement of hours worked, rate of pay, and all social security tax, withholding tax,

and any other deductions made. It shall be the duty of the Company to make and preserve a complete record showing wages paid and hours worked in accordance with Article 4, Sections 1 and 2. The Company shall, upon request, make such records available for inspection by any authorized representative of the Union.

The Employer provides employees with the opportunity to receive their paychecks by direct deposit. Employees are encouraged to sign up for, and receive their paychecks by direct deposit. Effective July 1, 2017, employees who do not receive their paychecks by direct deposit will receive their pay by Aline Card.

As of July 1, 2017, employees will no longer receive their pay by a paper paycheck. Employees will be able to access their paystub information on-line, and the Employer will provide a means so that employees may access this information at work.

**Section 11.** Employees have the opportunity to park their cars in campus parking areas as determined by the University. If the University charges the employee to park their car, then, upon proper documentation to the Employer that the employee has applied for a parking permit, the Employer will pay for the employee's campus parking permit.

## **ARTICLE 24 - SALE OR TRANSFER**

The Agreement shall be binding upon the successors and assigns of the parties hereto and no provisions, terms, or obligations herein contained shall be affected, modified, altered, or changed in any respect whatsoever by the consolidations, merger, sale, transfer or assignments of all or any part of the business of either party hereto, or affected, modified, altered or changed in any respect whatsoever by any change of any kind in the legal status, ownership nor management of either party hereto.

## **ARTICLE 25 - SAVINGS PROVISION**

If any provision of this Agreement shall be, or become, invalid by reason of any applicable Federal or State law, or be held invalid by any court or agency of competent jurisdiction, remaining portions thereof shall not be invalid, but shall continue in full force and effect.

## **ARTICLE 26 - BEREAVEMENT PAY**

In the event of the death, of an active employee's immediate family: mother, father, sister, brother, wife, husband, child, aunt, uncle, grandmother, grandfather, or step child, the employee will be granted a leave of absence with pay from the day of the death and including the day of the funeral. Said leave, in no event however, shall exceed three (3) days. Paid time off shall be granted only to the employees who are actively at work, or scheduled for work, when the death occurs. Employees will be paid for the leave only when such absence due thereto would otherwise result in loss of regular straight-time earnings. In order to receive this benefit, the employee must take the leave and must attend the funeral. Employee must present proof of attending the funeral and that it was a member of immediate family. An employee, upon request, may be granted an additional two (2) days without pay to attend a funeral out of town.

## **ARTICLE 27 - DEFINITIONS**

A full-time employee is one who has completed their probationary period and works at least thirty (30) hours per week. A part-time employee is one who has completed their probationary

period and works less than thirty (30) hours per week.

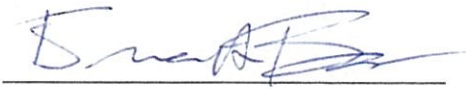
**ARTICLE 28 - DURATION**

This Agreement shall remain in full force and effect from and after July 1, 2017 and shall continue in full force and effect until 11:59 p.m., June 30, 2020.

This Agreement shall automatically be renewed and extended beyond the expiration date of June 30, 2020, and from year to year thereafter, unless either party serves notice on the other party by certified mail not less than sixty (60) days before expiration of the term then in existence.

**SIGNED ON BEHALF OF:**

Metz Culinary Management  
At University of Detroit-Mercy  
4001 West McNichols Road  
Detroit, Michigan 48223

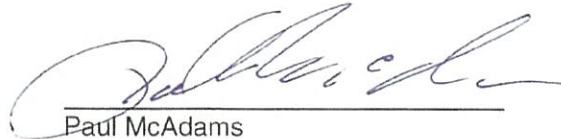


Brian A. Dufalino

10/3/17  
Date

**SIGNED ON BEHALF OF:**

UNITE HERE Local 24, AFL-CIO



Paul McAdams  
Business Representative

2 OCTOBER 2017  
Date

## **APPENDIX "A" - CLASSIFICATIONS AND WAGES**

**Section 1.** Classifications shall be as follows, and employees hired on or after July 1, 2017 will receive the hourly rate of pay for their classification as follows:

<b>Classification</b>	<b><u>Effective 7/1/2017</u></b>	<b><u>Effective 9/1/2017</u></b>
Cook	\$10.90	\$11.25
Baker	\$10.90	\$11.25
Grill/Display Cook	\$10.60	\$10.95
Food Service Worker - Catering	\$11.20	\$11.55
Food Service Worker/Cashier	\$9.80	\$10.15
Food Service Worker	\$9.55	\$10.00
Utility	\$9.55	\$10.00

### **Section 2. Wage Increases effective on September 1, 2018 and on September 1, 2019**

Effective on September 1, 2018 and on September 1, 2019, employees will receive the following:

a) an increase from their current hourly rate of pay to the contract rate of pay per Section 1 of this Appendix "A" (with a minimum increase of \$0.35 on September 1, 2018 and \$0.35 on September 1, 2019);

OR

b) If their then current hourly wage rate is above the contract rate of pay for their classification as set out in Section 1 of this Appendix "A", then said employees will receive a general wage increase on their current hourly rate of pay as follows:

Effective September 1, 2018	\$0.35 per hour
Effective September 1, 2019	\$0.35 per hour

All wage increases will be effective the beginning of the next payroll period following the above dates.

**Section 4.** When an employee occupies a position which regularly combines two (2) or more job classifications, or is temporarily upgraded to a higher job classification, then the employee shall be paid twenty-five cents (\$0.25) per hour above the employee's current rate of pay or the rate of that higher classification, whichever is greater, for all hours worked in the higher classification to the nearest whole hour.

An employee temporarily assigned to work in a lower paid classification shall retain their rate. Such work will be assigned as determined by management.



An employee who bids on and accepts, or bumps into a lower paying job shall be paid the rate corresponding to the job accepted or, if receiving a "red-circled" rate of pay, will have their pay reduced by the difference in the contract of pay between the classification they have been in, and the lower-rated classification that they bid into.

Any employee who receives a promotion to a higher paid classification shall receive twenty-five cents (\$0.25) per hour above the employee's current rate of pay or the rate of that higher classification, whichever is greater.

**Section 5. Cashier Position.**

It is the intent of the classification of Food Service Worker/Cashier to not change the duties of the cashier position. The employee will continue doing the normal duties and will not be given unreasonable duties such as leaving sight of the cash register or management working the register and having employees doing other duties except under emergency situations of operational need. If any unusual situations arise the Union and the Company must agree.

**Section 6. Lead Responsibilities.** When a bargaining unit employee is assigned "Lead" responsibilities, he/she shall receive one dollar (\$1.00) per hour above their current hourly rate for each hour they have "Lead" responsibilities.

**Section 7. Banquets/Catering Events.**

(a) Scheduling for Banquets and Catering events shall be in the following order, in accordance with seniority and provided the employee is qualified to perform the duties:

- Full-time Catering and Banquet employees
- Part-time Catering and Banquet employees
- Other qualified Metz Culinary Management employees within the bargaining unit
- Casual and temporary employees

When banquets are scheduled a notice will be posted before the event for bargaining unit employees to sign up. Bargaining Unit employees will be utilized before outside help is used. The Company will give as much notice as possible when an event is scheduled. The bargaining unit employee will receive the banquet rate or the hourly rate, whichever is greater.

(b) When banquets are scheduled, the functions will be posted one week in advance of the event. If an event is a last minute or "pop up" event, the Company will give as much notice as possible when an event is scheduled.

(c) When bargaining unit employees that are in classifications other than Food Service Worker (Catering and Banquets) work a catering event, they shall receive a premium of \$2.00 an hour over their current rate.

(d) The Employer shall establish a training program as soon as possible following ratification of this Agreement for those in the bargaining unit that are interested in becoming qualified in performing banquet and catering work.

(e) The Employer will make reasonable efforts to staff catering functions according to the following guidelines, except when following such guidelines would interfere with its ability to deliver the level of service it determines is required to provide the appropriate level of service to

the guest:

Type of Function	Base
Plated Function	1:24
Buffet	1:40
Reception with China	1:40
Light Reception	1:125
Box Lunch	1:150
Cash Bar	1:75
Consumption Bar	1:50

### **SIDE LETTER OF AGREEMENT**

Metz Culinary Management at University of Detroit-Mercy (hereinafter referred to as "the Employer" or "the Company") and UNITE HERE Local 24, AFLCIO (hereinafter referred to as "the Union") are parties to a collective bargaining agreement (CBA) that is effective from July 1, 2017 through June 30, 2020. During the negotiations that resulted in the aforementioned collective bargaining agreement, the Employer and the Union agreed to the following:

#### **A. Employees who are regularly scheduled to work during the summer.**

There are five (5) employees who work during the summer between academic years - that is from the end of the academic year in May to the beginning of the next academic year in late August. Those five (5) employees are defined and identified as the three (3) employees who work in either the "Loft" or the Dining Hall, and the two (2) senior Food Service Worker-Catering employees.

Notwithstanding any language to the contrary in any of the applicable Articles of the CBA, the employees who work in the five (5) positions described above during the summer will receive the following so long as they work the entire summer schedule that they have accepted:

- **Sick/Personal Day.** Said employees will, along with all other employees in the bargaining unit, be paid out for any unused sick/personal days in May. In addition, said employees will be credited with two (2) sick/personal days on June 1st, and they may be used between June 1st and August 25<sup>th</sup>. If unused as of August 25<sup>th</sup>, then they will be paid out.
- **Medical Insurance.** If enrolled in the medical insurance plan, then said employees will continue to have required weekly deductions made during the summer. "Catch up" deductions for any weeks when an employee does not work will be taken in the weeks when the employee works.
- **Dental/Life/AD&D/Short-term Disability Insurance.** For said employees, the Employer will make contributions to the Fund for the months of June, July and August.
- **Vacation.** Commencing August 25, 2018, unused vacation will be paid out by August 25th of each year.

#### **B. Layoff Letter at the end of the academic year.**

The layoff letter Employer will provide to employees at the end of the academic year shall state that Metz Culinary Management: i) is open during the summer months; ii) continues to provide dining and catering services to its customers at the University; iii) does have a reduced level of operations; iv) the employee is being laid off effective May \_\_\_\_\_ but that during the course of the summer, based on operating needs, may be recalled to work and is expected to work when scheduled; v) the general employee meeting prior to the beginning of the Fall semester is scheduled for \_\_\_\_\_

#### **SIGNED ON BEHALF OF:**

Metz Culinary Management, Inc.  
At University of Detroit-Mercy  
4001 West McNichols Road  
Detroit, Michigan 48223



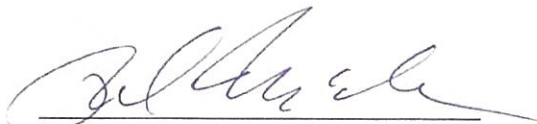
Brian A. Dufaloro

10/3/17

Date

#### **SIGNED ON BEHALF OF:**

UNITE HERE Local 24, AFL-CIO



Paul McAdams  
Business Representative

2 OCTOBER 2017

Date