

# **COLLECTIVE BARGAINING AGREEMENT**

For The Years

**October 1, 2022 through September 30, 2025**

By And Between

**The Duquesne Club,  
A Pennsylvania Corporation**

and

**Communications Workers of  
America, AFL-CIO, CLC**

*(Corrected)*

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## **AGREEMENT**

This Agreement is made and entered into as of the first day of October 2022, for a three-year period ending September 30, 2025, by and between the Duquesne Club, a Pennsylvania corporation, of the City of Pittsburgh, Allegheny County, Pennsylvania (hereinafter, the “Club”) and the Communications Workers of America (hereinafter the “Union”).

### **ONE – Intent and Purpose**

It is the intent and purpose of the parties hereto that this Agreement shall ensure a continued cooperative and mutually beneficial relationship between the Club and the Union, and that it shall set forth the complete understanding of the parties regarding compensation, benefits, hours and other working conditions which shall govern the parties hereto. The parties agree that this Agreement will be administered in an environment of mutual dignity and respect.

The parties agree that no employee will be discriminated against in his/ her employment or union membership on account of race, color, sex, age, religion, national origin, political affiliation, sexual preference, or disability.

### **TWO – Employees Covered**

- (a) If, upon completing one hundred eighty (180) days, a new hire averages thirty-two (32) hours per week of work, he/she will be considered a regular employee at the conclusion of the one hundred eighty (180) days and will become eligible for all Club benefits outlined in the Agreement (except pension which hinges on the one thousand (1,000) hours in a calendar year as further defined below). As an exception to the above, if, upon completing one hundred twenty (120) days, a new waitstaff hire averages twenty-seven (27) to thirty-two (32) hours per week of work, he/she will be considered a regular employee at the conclusion of the one hundred twenty (120) days and will become eligible for all Club benefits outlined in the Agreement (except pension and 401(k) plans, which hinge on one thousand (1,000) hours in a calendar year) if both of the following conditions have been met: (1) the waitstaff has successfully completed all required training programs; and (2) the waitstaff has maintained a satisfactory attendance record and has not been tardy for work. Each calendar year thereafter, the employee shall be covered by the provisions of (b) below.
- (b)(1) In order to be considered a regular employee, employees must fall into one of the following categories:
  - (a) Employees considered “regular” as of 09/30/89 will be required to have at least 1225 hours in a calendar year in order to maintain regular status in the following calendar year.
  - (b) All other employees shall be required to have at least 1664 hours in a calendar year in order to be considered a regular employee in the following calendar year.

This provision shall be effective with calendar year 2007 to determine status in calendar year 2008.

- (b)(2) For purposes of this paragraph, the “required number of hours” shall include hours worked, vacation, holiday pay and paid sick leave hours, and hours spent by Union officials when they would otherwise have been scheduled to work in grievance meetings with the Club, in arbitration hearings with the Club, in collective bargaining negotiation meetings attended between the Union and the Club and/or a maximum of 20 hours for 3 people for collective bargaining preparation, for each contract renewal year, and in Union-sponsored training sessions (but not more than 24 hours per calendar year of such training, except for one Union official per year who can attend 40 hours of such training), and, for one Union official, performing duties as an officer of Local 13500 (up to three (3) hours per week) to qualify for Club benefits in the subsequent calendar year. If the Union pays employees for time spent in direct negotiations with the Club, the Club will consider such hours as worked for overtime purposes. To obtain an hours credit for the stated Union activities, a receipt of attendance must be submitted to the supervisor and approved by the Club within one week of the hours incurred. Union stewards who do not return to work after attending monthly stewards meetings will receive two (2) unpaid hours of benefit credit upon presenting a receipt of attendance to the payroll office, up to a maximum of twenty-four (24) hours per year. Those with fewer than the required number of hours and those grandfathered at 12/31/98 who are credited with less than the required number of hours will not be eligible for Club benefits, including vacation pay (with the exception of those provisions of Article Ten (c)), holiday pay, sick pay, medical, vision, dental, life and disability insurance.
- (b)(3) In the forty-five (45) calendar days prior to fulfilling the hours requirement for regular status, the employee will be notified and must submit to a drug screening test. Employees will be given seven (7) calendar days’ notice of the test. If the test shows the presence of illegal drugs, employment is terminated. Provided, however, this subparagraph will not apply to employees who have part-time status on October 1, 2014.
- (b)(4) Grand fathered employees who lose their regular status shall remain grandfathered in any future year.
- (c)(1) Regular employees who request a reduction of their regular work schedule to one that would provide fewer than their applicable required hours (fewer than 23.56 hours per week for grandfathered employees or fewer than 32 hours per week for all other regular employees) will lose their designation as regular employees on the first day of the month following implementation of the employee-initiated schedule change. This paragraph shall not be applicable to hours reductions necessary as a result of a medical problem which is evidenced by a physician’s written directive (which must be provided to the Club). The Club reserves the right, where warranted, to have the employee examined by a physician of the Club’s choosing at the Club’s expense.
- (c)(2) Regular employees who lose regular status due to their own serious medical condition, subject to certification and validation as set forth in Article Eight(b)(5), may have 50% of

their part-time status period credited to their existing, full-time anniversary date if: i.) the employee earns sufficient credit in either the first, second, or third year after losing full-time status to regain full-time status, and ii.) the employee maintains part-time status at all times prior to regaining full-time status. Provided, however, the year in which the employee works sufficient hours to regain full-time status will be credited at 100%.

- (c)(3) Regular employees who lose time due to an on-the-job injury that has been certified as a legitimate injury accepted by the Club's workers' compensation carrier, which injury commences after 10/1/98, or due to a life-threatening illness (such as a heart attack or cancer) which illness commences after 10/1/98, shall be subject to the following:
  - (a) if, due to a qualifying absence, the employee does not meet the required hours to maintain regular status, then the employee who has five (5) years of regular service as of the commencement of the leave shall be deemed to retain employment status during the first calendar year for which he/she would have been otherwise disqualified;
  - (b) upon return to work, the employee will receive vacation and sick days pro-rated for actual hours worked in the previous calendar year;
  - (c) the Club cannot guarantee that a position will be available when the employee is able to return to work but such employee would take the next available position for which he/she is qualified;
  - (d) during the employee's absence, he/she will receive one month of medical insurance, life insurance and long-term disability insurance (employee will still be required to make timely payments for his/her portion of any premiums) for each year of regular service, but not less than four (4) nor more than twelve (12) months; and
  - (e) the Club reserves the right, where warranted, to have the employee examined by a physician of the Club's choosing at the Club's expense.
- (d) Regular employees who do not qualify under (c)(3) who lose time due to an injury or health condition that qualifies as an FMLA event and prevents them from working the required number of hours shall be credited with benefit hours over 1664 earned in the previous year up to a maximum of 260 hours towards their hours worked. This time away from work must be due to the employee's own injury or health condition. Hours for the purpose of this paragraph shall be 1664 for all regular employees. This shall be done on a year-to-year basis. Employees will be required to start each year over to accumulate benefit hours.
- (e) The terms of this Agreement shall not apply to the executive staff of the Club nor to those positions identified in Exhibit A attached hereto.

- (f) No new job classifications will be created without notice to the Union. Where such new job classifications are created, the Club and the Union shall negotiate in an effort to set the wage rate.
- (g) Supervisors shall not perform bargaining unit work if such work results in layoff of a regular employee. The Club is prohibited from reducing an employee's schedule to have the work performed by a supervisor. If the employee leaves due to an emergency, illness or is deemed unfit for duty, a supervisor shall be permitted to finish out a shift if no other bargaining unit employee already working can cover the shift.

### **THREE – Union Recognition**

The Club recognizes, and during the term of this Agreement shall continue to recognize and shall deal with the Union as the sole and exclusive agency and representative for the purpose of collective bargaining regarding all matters having to do with wages, hours and all conditions of employment affecting the employees covered hereby. The Club shall not make nor enter into any agreement with any individual employee or group of employees which will in any way conflict with or supersede the terms hereof. The Club shall not discriminate, interfere with, restrain or coerce any employee because of membership or activity in the Union.

### **FOUR – Management Prerogatives**

- (a) The management of the Club, the operation of the Club in all of its phases, and the direction of the working forces, including (but not limited to) the right to hire, schedule hours to be worked, promote, demote, transfer, layoff, discipline, suspend or discharge employees for proper cause or violation of Club Rules (see Code of Conduct) and the right to relieve employees from duty because of lack of work or other legitimate reasons, is vested and shall remain exclusively in the Club; subject, however, to the provisions hereof and subject to the further provisions that the rights herein reserved to the Club shall not be exercised for the purposes of discrimination.
- (b) Neither the Union nor any of its members shall attempt to interfere with, restrain or coerce the Club in the exercise of its rights and prerogatives hereinbefore referred to, and all employees shall put forth their best efforts in performing their work and shall render a full day's work.
- (c) Without prejudice to, and independent of, any requirement of Union membership as a condition of employment, any person hired after the effective date of this Agreement shall be on probation and subject to dismissal at the sole discretion of the Club and without cause, for the period defined in Article Two(a).

### **FIVE – Union Prerogatives**

- (a) All present employees who are members of the Union in good standing as of the effective date of this Agreement, and all employees who may hereafter become members of the

Union, shall, as a condition of continued employment, remain members of the Union in good standing for the duration of this Agreement.

- (b) All regular employees hired on or after the effective date of this Agreement shall become members of the Union within thirty (30) days after completing their probationary period and shall remain members in good standing for the duration of this Agreement.
- (c) All present regular employees, excluding those identified in Exhibit A and those not presently members of the Union by personal choice, shall become members of the Union within thirty (30) days of the effective date of this Agreement and shall remain members in good standing for the duration of this Agreement.
- (d) The Club, for each employee within the unit represented by the Union who submits an individually-signed authorization, will deduct from the pay of such employee and transmit to the Union such periodic dues and initiation fees as are uniformly required by the Union as a condition of acquiring or retaining membership therein which shall hereafter become due and payable.
- (e) The Club will be notified in writing of the names of the Union representatives (Club employees serving in official Union capacities) in a timely manner. The representatives shall be permitted to perform the duties assigned to them by the Union without interference or discrimination by the Club; provided, however, that such representatives may not interrupt employment duties without express permission from the employee's supervisor. The Club will compensate representatives for time spent in meetings at which the representatives' attendance is requested by the Club
- (f) All authorized Union representatives shall have access to Club premises to ascertain whether conditions of this Agreement are being observed. Access for this purpose will be permitted only where advance permission has been granted by management. Union representatives with such access shall not interfere with the Club's business or employees performing their employment duties. All Union representatives shall announce their arrival to the Club manager or designee and shall, while on Club premises, observe Club rules.
- (g) The Union agrees to indemnify the Club for all actions it takes in compliance with dues check-off and other requirements of this Article. This indemnification shall cover all damages of any kind whatsoever.

## **SIX – Seniority**

- (a) Club seniority is defined as the length of an employee's service with the Club, and Club seniority rights for all new hires shall begin and accrue as follows: For new hires who achieve regular status at the completion of their probation period, seniority rights shall begin and accrue from the date of employment. For new hires who do not achieve regular status at the completion of their probation period, seniority rights shall begin and accrue from the first day of the year worked in which regular status was achieved.



Departmental seniority is defined as the length of an employee's service in his/her department. Employees may hold seniority in two departments. Attached as Exhibit B is the list of departments.

- (b) An employee shall lose all seniority rights for any of the following reasons: voluntary quit; discharge for cause (unless remedied by an arbitrator); retirement; failure to return to work upon expiration of an approved leave of absence; layoff in excess of two (2) years; absence for two (2) consecutive days without notifying supervisor (unless it is physically impossible for the employee to contact his/her supervisor); failure to return to work within seven (7) calendar days of delivery of a notice by certified mail of recall from layoff. If there is a refusal or failure to sign for or accept such certified mail, the seven (7) calendar days shall apply to the date of first attempted delivery.
- (c) Within thirty (30) days from the date hereof the Club shall provide the Union with an official seniority list covering all employees in the bargaining unit, and once every three (3) months thereafter the Club shall provide a statement of such changes in personnel as may be pertinent and necessary to keep the official seniority list up to date. The Club shall notify the Union of any employee leaving or being added to the payroll within thirty (30) calendar days.
- (d) Employees having greatest departmental seniority shall have first right, when openings exist, to better paying jobs or preferred shift assignments within their department providing they have the qualifications, ability and fitness to do the work. In assigning breakfast staff to banquets during the dinner period, the Club will take into consideration the anticipated duration of the banquet and the employee's regular schedule. The Club shall determine an employee's qualifications, ability and fitness, providing such determination shall not be discriminatory and subject to any employee's right to bring a grievance as hereinafter provided. Ability shall be determining factor in the filling of all vacancies. When two or more persons of equal abilities apply for a vacancy, departmental seniority, followed by Club seniority, shall be the determining factor.
- (e)(1) No employee shall be promoted or transferred to a position in the Club not covered by the terms hereof without his/her consent. Any employee so promoted or transferred shall retain all seniority for a period of twenty-five (25) calendar days from the date of transfer or promotion, but should he/she retain the new position, after a period of twenty-five (25) calendar days, he/she shall lose all seniority and all other rights under the terms hereof.
- (e)(2) Any employee who voluntarily moves from one department to another within the bargaining unit shall retain his/her departmental seniority for a period of twenty-five (25) calendar days from the date of transfer, but should he/she retain the new position, after a period of twenty-five (25) calendar days, he/she shall lose his/her previous departmental seniority. Any Club-initiated moves from one department to another will result in the employee retaining their previous departmental seniority.
- (f) The Club will staff a position with a temporary employee for no longer than thirty (30) days.

- (g)(1) Notification of a vacancy will be posted on the bulletin board designated for this purpose at the Employee Entrance of the Club within three (3) calendar days of notification to the Director of Human Resources that a regular job vacancy for a position covered by the Agreement exists. Details regarding the vacant position will be posted, including the job description (which includes qualifications), where the application should be filed, and the application deadline date. This notification shall remain open for employee bids for at least ten (10) calendar days.
- (g)(2) Employees with departmental seniority will have first opportunity to apply for vacancies within their department. If employees within the department fail to apply, employees with Club seniority will have first opportunity to apply for vacancies before the Club seeks outside applicants. The Club will seek outside applicants if no suitable internal applications have been received by the posted application deadline date. If the position is one with minimum qualifications only, an internal applicant will be considered suitable if he/she meets all the minimum qualifications and is not disqualified. If the position is one with minimum and preferred qualifications, an internal applicant will be considered suitable if he/she meets all the minimum and preferred qualifications and is not disqualified.
- (g)(3) To be considered a candidate for a vacancy, an applicant must possess the minimum level of qualifications set forth in the job description. Ability to satisfy the minimum level of qualifications shall be determined through interviewing, reference checking and objective written and/or verbal testing and practical skills application.
- (g)(4) The Director of Human Resources and the Department Supervisor will review the results of the above screening process and will select the candidate who demonstrates the greatest ability to perform the duties set forth in the job description. In the event two or more candidates are determined to have equal ability, the qualified candidate with the greatest departmental seniority will be selected. In the event two or more candidates are determined to have equal ability, but where no qualified candidate is identified within the department in which the vacancy exists, the qualified candidate with the greatest Club seniority will be selected.
- (g)(5) Candidates shall be disqualified from consideration for vacancies for the following reasons:
- (a) the candidate is found to lack the minimum level of qualifications set forth in the job description for the position;
  - (b) the application was not submitted by the due date indicated on the job posting;
  - (c) the candidate has an unacceptable disciplinary record for the past twelve (12) months;

- (d) the candidate is determined to be physically unfit to perform the duties associated with the position, such determination to be made only after consultation with the candidate; or
  - (e) the candidate has willfully made false statements or has practiced or attempted to practice deception in the application and screening process.
- (g)(6) Employees disqualified shall receive a written notice containing the reason(s) for being disqualified.
- (g)(7) An employee disqualified for any job has the right, if he/she believes the testing, selection or qualification process was unjust or invalid to the position, to grieve the bypass; provided, however, that the substantive selection criteria are not subject to grievance. The Club will not change the selection criteria for the purpose of disqualifying any particular candidate.
- (h) Layoffs will be in reverse order, and recall in order of Club seniority, except in the Kitchen where ability shall be determining factor; provided, however, that where abilities are equal, seniority shall prevail. In the event of a layoff, the Departmental Representative Executive Board Member and five (5) chairpersons shall be laid off last in their departments. The Union will provide annual written notification of the Executive Board Member and the Chairpersons.
- (i) The Club will provide to the Union at the beginning of the year a list of employees with seniority dates, hours of work, earnings and wage rates. When an employee's rate changes during the year, the Club will provide notice to the Union.

## **SEVEN – Wage Rates**

- (a) The entry wage table, attached as Exhibit C, sets forth the wage rates for employees in the positions listed. Current employees who earn more than these wages shall continue to earn their higher rate. Such employees will receive an annual increase equal to the annual increase for their position. (See Exhibit D for wage increase table.)
- (b) Work performed by an employee in excess of forty (40) hours in a week shall be considered overtime, and compensation shall be paid at one and one-half (1-1/2) times the regular hourly rate. Holidays, vacations, and sick days, unless actually worked, shall not be considered as hours worked in determining overtime pay due an employee.
- (c) The work week shall begin at 12:01 am on Monday and shall end at midnight on Sunday. Employees shall punch in no more than fourteen (14) minutes before the start of their shift and shall punch out no more than fourteen (14) minutes after the completion of their shift. Employees are not permitted to perform any work-related duties required him/her to work one (1) to fourteen (14) minutes beyond his/her scheduled quit time, that employee should punch out on the next quarter hour to ensure he/she is paid for the extra time worked. If an employee's duties require him/her to work one (1) to fourteen (14)

minutes beyond his/her scheduled quit time, that employee should punch out on the next quarter hour to ensure he/she is paid for the extra time worked. Employees who have not punched in are not permitted to perform any work-related duties.

- (d) Once schedules are posted, employees will not be required to take compensatory time in order to avoid payment of overtime in a week. The Club will be permitted to solicit volunteers to take compensatory time in order to minimize overtime costs.
- (e) Pay day shall be Friday of every other week. If pay day falls on a holiday, pay day shall be the day preceding the holiday.
- (f) Dinner banquet and dinner á la carte waitstaff shall be guaranteed a minimum of four and one-half (4-1/2) hours of pay. All hours for dinner banquet waitstaff over the guarantee shall be paid at the dinner á la carte rate plus \$1.25. Banquet waitstaff who serve four (4) or more covers in addition to a table (a table for purposes of this paragraph shall be defined as 10 covers) shall receive \$4.00 premium pay per hour and shall punch in using the premium pay departmental code established for that service. Banquet waitstaff who serve hors d'oeuvres shall not receive additional compensation.
- (g) Gratuities specified by a member or guest beyond the prescribed banquet service charge on private dining lunch and dinner functions shall be distributed evenly among the banquet captains and banquet waitstaff who work the function unless specified instruction request distribution of the extra gratuity is provided by the member or guest.
- (h) The following positions shall receive premium pay per hour for the time spent performing banquet service functions:

<b>Position</b>	<b>Banquet Service Function</b>	<b>Premium Pay Per Hour</b>
Room attendant	Powder room/clean-up	\$2.00
House person	Dance floor set-up	\$7.00
Cook	Ice carving preparation	\$10.00
Cook	Meat/poultry carving on buffet	\$5.00

Employees performing the above banquet service functions shall punch in using the premium pay departmental code established for that service and shall transfer back to their standard departmental code when performance of the service is complete.

- (i)(1) Employees working catered functions or in-house Sunday parties shall be paid their standard dinner hourly rate plus the following catering premium pay per hour:

<b>Position/Service Function</b>	<b>Catered Function/In-House Sunday Party Premium Pay Per Hour</b>
Banquet captain*	\$0.75
Busperson working event (not loading)	\$5.50
Busperson loading/unloading truck	\$3.00

<b>Position/Service Function</b>	<b>Catered Function/In-House Sunday Party Premium Pay Per Hour</b>
Busperson setting up day before event	\$3.00
Cook (including packing)	\$5.50
Kitchen pantry worker	\$5.50
Check room attendant	\$5.50

\*The Club may designate a banquet captain as the catering captain. He or she shall receive a \$0.75 premium for all hours worked.

- (i)(2) Employees working catered functions or in-house Sunday parties shall punch in using the catering premium pay departmental code established for the position or service.
- (i)(3) No additional amount beyond the above premium pay per hour shall be paid to employees driving Club vehicles, banquet captains setting up or loading trucks, waitstaff serving hors d'oeuvres, linen packers, or pot washers. An employee who transports employees in his/her own vehicle to a catered function with approval of a supervisor shall be reimbursed for mileage to and from the catering site in relation to the clubhouse at the standard mileage rate established by the Internal Revenue Code plus \$0.15 per mile.
- (i)(4) Where catered functions off-premises last longer than four (4) hours, employees will be provided a meal at the Club before the function. For catered functions off-premises that exceed six (6) hours, employees will be provided a meal for consumption at the event.
- (j) Private dining breakfast functions and all a la carte dining shall remain subject to member or guest designated gratuities. No change shall be made to the current system of distributing such gratuities.
- (k) Gratuities resulting from beverages served in the Library Lounge at dinner will be split equally among the staff who are working in the Library Lounge on any given night.
- (l) For purposes of this Agreement, banquet captains, lunch and dinner banquet waitstaff, buspersons, runners, lift waitstaff and the service bartender shall be considered non-tipped employees.
- (m) Employees who, prior to October 1, 1992, "regularly" worked additional hours in job categories other than their primary job category and who received a higher than entry level wage for work done in the other job category, will continue to receive the higher wage, including the appropriate wage rate increases, when performing work in the other job categories which they had "regularly" worked prior to October 1, 1992.
- (n) Employees who earn a rate higher than the entry wage rate for their job category shall have recognized as a "premium rate" the difference between their actual hourly wage rate and the entry wage rate for their job category. During the period of this contract, an employee's "premium rate" shall be transferred with the employee should the employee change job categories.

Example: Employee X is a Bellperson, earning \$7.00 per hour. The employee's "premium rate" is (\$7.00 per hour - \$5.75 per hour=) \$1.25 per hour. Should that employee become a Bellcaptain, the employee's hourly rate including "premium rate", shall be (\$6.25 per hour + \$1.25 per hour=) \$7.50 per hour.

## **EIGHT – Leave of Absence**

- (a) Military: All employees conscripted into any of the Armed Forces of the United State, or a member of a reserve component of the Armed Forces of the United States or the National Guard, shall be granted leave of absence. Upon conscription an employee shall receive vacation pay, if entitled thereto, and a bonus of one (1) month's pay at his/her regular hourly rate. A member of a reserve component of the Armed Forces of the United States or the National Guard shall be granted vacation pay if requested. An employee on military leave of absence for active duty for military service or military training duty, and who has re-employment rights under the law, and who makes application for reinstatement within the period provided in the law, will receive upon reinstatement, full service credit for the period of absence of military service or training duty.
- (b) Family and Medical Leave:
- (b)(1) To qualify for Family and Medical Leave, the employee must be a regular employee who has worked for the Club for at least twelve (12) months. The employee shall be eligible for up to a total of twelve (12) workweeks of leave during a rolling twelve (12)-month period for one or more of the following reasons:
- for the birth or placement of a child for adoption or foster care;
  - to care for an immediate family member (spouse, child or parent) with a serious health condition; or,
  - to take medical leave when the employee is unable to work because of a serious health condition.
- (b)(2) Spouses employed by the Club are jointly entitled to a combined total of twelve (12) workweeks of Family and Medical Leave for the birth or placement of a child for adoption or foster care, and to care for a parent (but not a parent-in-law) who has a serious health condition. Intermittent leave shall be granted whenever it is medically necessary to care for a seriously ill family member, or because the employee is seriously ill and unable to work.
- (b)(3) An employee taking Family and Medical Leave shall be required to use all available paid leave (i.e., sick pay, if appropriate, and vacation pay) to cover as much of the otherwise unpaid Family and Medical Leave as possible; provided, however, where an employee is utilizing Family and Medical Leave due to his/her own serious health condition or to care for an immediate family member with a serious health condition, the employee may reserve 5 days of paid vacation to take at another time.

- (b)(4) During Family and Medical Leave, the Club shall be obligated to provide continued benefits coverage to the employee under the same terms such coverage is provided to other regular employees. Benefits shall be terminated in instances where the employee has not returned to work by the earlier of the date designed by the physician or at the conclusion of the twelve (12) workweeks period. Employees on Family and Medical Leave shall be required to satisfy the hours requirements of Article Two(b) to qualify for benefits the calendar year following their leave. Employees on leave shall not be entitled to holiday pay.
- (b)(5) Employees seeking to use Family and Medical Leave shall be required to provide:
- 30-day advance notice of the need to take Family and Medical Leave when the need is foreseeable;
  - medical certification supporting the need for leave due to serious health condition affecting the employee or an immediate family member;
  - second or third medical opinions and periodic recertification, if required by the Club, at the Club's expense; and
  - a "fitness for duty" certification to return to work if the leave was due to a serious health condition.
- (b)(6) Definitions of serious health conditions and health care providers shall be as defined in the Family and Medical Leave Act.
- (b)(7) Workers' compensation injury absences shall count toward the twelve (12) workweeks of eligible Family and Medical Leave (i.e., the employee cannot be off twelve (12) workweeks with a workers' compensation injury and then request another twelve (12) workweeks of leave for a different qualifying absence).
- (c) Non-military and non-Family and Medical leaves of absence: Upon cause shown, an employee shall be granted leave of absence for a period of not more than thirty (30) days. Said leave may be extended at the sole discretion of the Club. Employees on said leave shall pay the full premium associated with health, life, disability, dental and vision insurance for the duration of their leave. In the event an employee has exhausted Family and Medical Leave entitlement due to his/her own serious health condition, the employee may apply for a leave under this paragraph (c) for up to fourteen (14) additional workweeks if supported by acceptable medical certification.
- (d) During leaves of absence, seniority rights shall continue, but, except as otherwise provided herein, no employee shall be paid or receive any other benefits hereunder, nor shall he/she engage in gainful employment.
- (e) Funerals: All regular employees who otherwise qualify shall be entitled to a three (3) day leave of absence with pay in the event of the death of an immediate member of his/her

family. For purposes of this Agreement, an immediate family member shall include the employee's spouse, children, step children, grandchildren, parents, step parents, brothers or sisters, parents-in-law and grandparents. In the event of the death of a relative or close friend living in the same household as the employee or of a more distant relative, the Club may grant the employee one to three days of unpaid leave, depending on the location of the funeral and acceptable supporting documentation.

- (f) If the duration of the leave is not established in advance, employees shall report their status to their supervisor every two weeks. Failure to make a biweekly status report shall result in the mailing of a notice by certified mail giving employees ten (10) calendar days from delivery to respond with their status. If there is a refusal or failure to sign for or accept such certified mail, the ten (10) calendar days shall apply to the date of first attempted delivery. Failure to respond will result in termination of employment at the conclusion of the ten (10) calendar day period.
- (g) Union representatives may request unpaid leave to attend to Union business. The Club, based on its staffing needs, retains discretion to grant or deny such requests. Requests must be accompanied by a D-2 form and submitted prior to the posting of the work schedule for the week in which the meeting is to be held. The Club will try its best to accommodate the request.
- (h) When changes in federal, state or local laws affect leaves under this Article, the Club will implement those changes during the term of this Agreement as required by law.

#### **NINE – Holidays**

- (a) The following days shall be considered holidays for regular employees who otherwise qualify and shall be paid at one (1) times the regular daily rate:

New Year's Day	Thanksgiving Day
Memorial Day	Christmas Day
Independence Day	Personal Holiday
Labor Day	
- (b) Work performed on a holiday listed above shall be paid for at one and one-half (1-1/2) the regular hourly rate for hours worked plus the holiday pay for regular employees who otherwise qualify.
- (c)(1) All regular employees who work New Year's Day will have the option of taking one unpaid day off during the corresponding period including December 26th through January 31st. Requests for days off will be subject to the same rules and procedures as vacation requests.
- (c)(2) All regular employees who work Mother's Day will have the option of taking one unpaid day off during the period including July 1st through August 31st of the same year.



Requests for days off will be subject to the same rules and procedures as vacation requests.

- (c)(3) All regular employees shall have the option to take one unpaid day per year provided that two (2) weeks' notice is given, and the requested date is approved by the Club and does not conflict with the staffing needs of the department.
- (d) A regular employee who works on Easter Sunday shall receive double time and one-half (2-1/2) the regular hourly rate for hours worked.
- (e) In order to receive holiday pay, an employee must have worked his/her scheduled workdays immediately before and after the holiday; provided, however, that any employee who misses these days due to illness will be paid for the holiday if he/she produces a legitimate medical doctor's excuse for such day(s).

**TEN – Vacations**

- (a) The vacation schedule for regular employees who otherwise qualify will be as follows:

Six months of employment by March 1	7 days
Nine months of employment by March 1	12 days
Five Years of employment by March 1	15 days
Ten years of employment by March 1	17 days
Fifteen years of employment by March 1	20 days
Twenty years of employment by March 1	25 days
Twenty-five years of employment by March 1	30 days
- (b) When a holiday falls during vacation, the holiday will not be recognized as a vacation day.
- (c) If a regular employee fails to maintain regular status per the requirements of Article Two(b), the employee shall be eligible for seven (7) vacation days the year immediately following loss of regular status.
- (d) Vacation pay for tipped employees shall be calculated at one and seven-tenths (1.7) times base pay.
- (e) If an employee becomes ill prior to the start of his/her scheduled vacation, and misses vacation because of illness, the employee will be allowed to reschedule vacation upon satisfactory proof of illness sufficiently severe to warrant missing the vacation. This provision does not result in additional paid vacation days.
- (f) The date for fully vesting in the prior year's accrued vacation shall be March 1 of each year of the contract.

- (g) Vacation days not used by December 31 shall be forfeited without compensation, except that up to three (3) days of vacation not used by the employee may be carried over into the next year, but must be used by March 31 of that year or be forfeited without compensation.
- (h) Employees whose only steady assignment is lift waitstaff, a la carte lunch waitstaff, a la carte lunch captain, or runner and who otherwise qualify for vacation under Article Two(b) will receive vacation pay on the basis of their total average straight time hours per day (calculated from the previous calendar year) at the rate of their steady assignment. Any employee who has worked 2080 hours in preceding calendar year will be paid on the basis of 8 hours per pay for vacation
- (i) The Club shall have the right to schedule vacations consistent with the requirements of the operations. Where feasible, employee preference will be taken into account in Club seniority order. With the exception of Blackout Dates posted before an employee's requested vacation has been approved, an employee who is on vacation for a full week will not be scheduled for work on the Saturday immediately following the week of vacation. If called and offered work on that Saturday, the employee has the right to decline the work.

#### **ELEVEN – Health and Welfare**

- (a) All regular employees who otherwise qualify shall receive up to five (5) days per calendar year at two-thirds (2/3) their regular day's wages payable beginning the first day of return to work following absence of fewer than fourteen (14) days due to accident arising out of the course of employment. Such absences must be certified in accordance with provisions of the workers' compensation plan.
- (b)(1) All regular employees who otherwise qualify shall receive up to five (5) paid sick days per calendar year, for absences on scheduled work days. New employees who have completed their probation period will receive a pro-rated number of sick days for the remainder of the calendar year based on the date regular status is achieved. Regular employees hospitalized as an in-patient in an acute care hospital shall receive sick pay at their full regular day's wages for a maximum of thirty (30) hospitalized days per calendar year and full pay for a period of up to five (5) days following release from the hospital to the extent the five (5) sick days above remain unused.
- (b)(2) Management shall have the right to demand presentation of a certificate from a physician duly licensed to practice medicine in the United States for both sick and hospitalized absences in the event the absence lasts three (3) days or more or in the event the Club has reason to suspect abuse of sick leave.
- (b)(3) Employees calling off from work shall follow a uniform call-off procedure established for the Club.

- (b)(4) Sick pay for tipped employees shall be calculated at one and one-half (1-1/2) times base pay.
- (b)(5) Sick days received but not used in 2022 may be accumulated, but the maximum number of such days that may be accumulated is forty-five (45) days, or be paid out at seventy-five percent (75%) of base wage rate; provided, however, that tipped employees shall receive seventy-five percent of one and one-half (1-1/2) times their base wage rate. Subject to the foregoing, existing sick day banks will be frozen as of December 31, 2022. In each calendar year after December 31, 2022, each employee shall have the choice at the end of the calendar year of accumulating unused sick days from the previous calendar year to a maximum of seven (7) days or being paid for unused sick days at fifty percent (50%) of the employee's base rate; provided, however, that tipped employees shall receive fifty percent (50%) of one and one-half (1-1/2) times their base wage rate. Days accumulated shall only be used for absences due to sickness on scheduled work days and shall be paid at seventy-five percent (75%) of the employee's current base wage rate.
- (c) Employees who are absent due to sickness and who have exhausted authorized sick pay shall be required to use eligible vacation days for such absences, subject to Article Eight(b). Once eligible vacation and Article Eight(b) leave have been exhausted, employees will be subject to progressive discipline for each day of absence from work; provided, however, that no discipline will be issued for any day of absence for which the employee presents a certificate within 4 calendar days from a physician duly licensed to practice medicine in the United States.
- (d)(1) The Club will provide medical insurance coverage to all eligible regular employees. Effective October 1, 2014, the coverage will be a preferred provider organization (PPO) plan that includes a \$1,250 deductible per individual and a \$2,500 deductible per other than individual subscriber. The deductibles will increase by \$250 per individual and \$500 per other than individual on January 1, 2022, and only if the renewal premium rate increases by 7% or more.
- (d)(2) Upon renewal of the plan each year during the term of the Collective Bargaining Agreement, the Club may select a different medical insurer and/ or a different medical plan with substantially equivalent benefit levels.
- (d)(3) In the event that legislation, regulation or court rulings require changes to the Plan in order to be in compliance, the Club has the right to make such necessary changes with the goal of overall equivalence to employees in costs and benefits. The Club shall make the Union aware of any rulings and changes prior to implementation.
- (e)(1) Employee contributions will be increased only if the premiums increase by more than the percentage set forth below and then only for 50% of the amount of the increase in excess of the percentages below:

<b>Plan Year Beginning in:</b>	<b>Percentage</b>
2024	2.5%
2025	2.5%

(e)(2) If there is a reduction in health care plan premiums from the prior year, the monthly employee contribution at that time will be reduced by an amount equivalent to 50% of the reduction that is in excess of the percentage set forth in Article 11(e)(1). The Club shall notify the District CWA office and the Local Union of any changes to the health care policy, which would include the cost of the plan, annually when it is received by the Club.

(e)(3) In no event shall an employee's monthly contribution increase by more than the amounts set forth below:

**Plan term beginning January 1, 2024:**

\$30 per individual and \$60 per other than individual

**Plan Term beginning January 1, 2025:**

\$35 per individual and \$70 per other individual

(e)(4) Office visit co-pay amounts, excluding prescription drugs, can be increased by no more than \$5 for a maximum of one time and only in the final year of the contract. The prescription drug benefit will include a mandatory generic and a closed formulary.

(e)(5) Employee medical insurance contributions will remain on a pre-tax basis.

(e)(6) Eligible regular employees will have the option to make a pre-tax payroll contribution to a health flexible spending account (FSA) plan up to \$25 per pay for individual and \$50 per pay for other than individual subscriber, and will increase at 50% of deductible amounts. Cost to administer the FSA plan, including an account debit card, will be paid by the Club.

(e)(7) For active employees, the first 50% of the \$1,250 deductible per individual or the \$2,500 deductible per other than individual subscriber, and 50% of subsequent deductible amounts, shall be paid by the Club using a health reimbursement account (HRA) plan. Costs to administer the HRA plan will be paid by the Club.

(f)(1) Regular employees who retire and receive pension benefits, or are enrolled in the 401(k) plan as described in Article 13(d) for 15 or more years, shall, upon reaching age 65, have coverage under a Medicare supplement plan, if available. The Club will pay the first \$30 of the premium. The Club and the retiree will share equally the premium cost above \$30; provided, however, that the Club will not pay more than \$100. If a regular employee retires or moves outside of counties that participate in the supplement plan, there will be no reimbursement from the Club in lieu of coverage.

- (f)(2) Regular employees who are retired and receiving pension benefits as of December 31, 2006 will be eligible to participate in the medical plan on the same terms as employees until they reach the age of 65.
- (f)(3) Regular employees who are not retired but who are eligible to retire and receive pension benefits on December 31, 2006 will upon retirement be eligible to participate in the medical plan on the same terms as employees until they reach the age of 65.
- (f)(4) Regular employees enrolled in the 401(k) plan but not participating in the pension plan and regular employees enrolled in the pension plan but who do not qualify under paragraph (3) may elect upon retirement to participate in the medical plan as follows:
- if between the ages of 60 to 64, inclusive, they will pay 50% of the premium cost of the then current medical plan, or
  - if between the ages of 55 to 59, inclusive, they will pay 100% of the premium cost of the then current medical plan.
- (g) The spouses of Duquesne Club retirees shall not be entitled to any benefits, medical or other, except for the surviving spouse benefits provided for under the existing pension plan.
- (h) The Club shall maintain the current level of eye care insurance for regular employees who otherwise qualify. No changes in coverage shall be made during the term of this Agreement without the prior agreement of the Union.
- (i) The Club shall maintain the current level of dental insurance for regular employees who otherwise qualify. No changes in coverage shall be made during the term of this Agreement without the prior agreement of the Union.
- (j) Employees may elect to waive participation in the Club's health care plan if they are covered by another person's health care plan. With proof of such coverage and upon request, the Club will drop an employee from the Club's plan and will pay the employee \$100 per month for the time the employee remains off the Club's plan. Employees so dropped may be reinstated to the Club's plan only if they lose coverage involuntarily under the other person's plan. Such reinstatement can occur at the beginning of any month, provided that the Club is notified no later than the fifteenth (15th) day of the prior month.
- (k) The Club will provide an opportunity for employees upon retirement to purchase additional life insurance on a self-pay basis subject to the rules, regulations and eligibility requirements of the carrier.

## **TWELVE – Disability and Life Insurance**

- (a) Effective January 1, 2023, the Club shall provide all regular employees who qualify with short-term disability coverage in accordance with the terms of the then-applicable plan. Such coverage will provide a benefit of sixty percent (60%) of earnings up to two thousand three hundred and nine dollars (\$2309.00) in weekly benefits for up to twenty-five (25) weeks after a seven-day elimination or waiting period. Employees hired on or after January 1, 2023, shall not be eligible for coverage until after six months of employment.
- (b) The Club shall provide all regular employees who otherwise qualify with long-term disability coverage in accordance with the terms of the current plan.
- (c) The Club shall provide all regular employees who otherwise qualify with life insurance coverage in accordance with the terms of the current plan.
- (d) The Club shall provide, upon the retirement of each regular employee who otherwise qualifies, life insurance coverage in accordance with the terms of the plan as it exists on September 30, 2010.

## **THIRTEEN – Pension**

- (a) Pension Plan. For employees who are eligible to participate as of December 31, 2006, the Club and the Union agree that the Club shall continue to maintain and fund the Pension Plan for Employees of Duquesne Club (“Plan”). No other current or former employees may participate in the Plan. The benefit formula increased on April 1, 1995 from 1.10% to 1.15%. The Club agrees that no changes will be made to the defined benefits, accrued benefits and formula, eligibility, participation, vesting, and consideration of service and participation under the current Plan. However, if during the term of this Agreement, the Plan’s actuary advises the Club that, based on demographic testing, the current Plan will likely fail to satisfy Internal Revenue Code tax qualification requirements for minimal participation, coverage, or nondiscrimination, then the Club will provide to the Union a copy of the actuary’s advice. Before action is taken to avoid non-compliance, the Club will meet with, discuss with, and work together with the Union toward a solution that will involve: i) evaluation of alternative steps that might be taken; and ii) how substantial equivalence in benefits can be assured. Any modifications will be limited to this Article Thirteen.
- (b) A member of the Union may be designated by the Union to be a non- voting observer at meetings of the Club’s Retirement Committee.
- (c) 401(k) Plan. For employees who are eligible to participate in the Duquesne Club 401(k) Plan as of December 31, 2006, continued participation will be in accordance with the following formula subject to the terms of the Plan. Bargaining unit employees may contribute up to 100% of their gross annual compensation. For any or all of the first 5%

of the employee's contribution, the Duquesne Club will contribute 30% of the dollar amount of the employee's contribution.

- (d) 401(k) Plan. For employees who are not eligible to participate in the Duquesne Club 401(k) Plan as of December 31, 2006, their participation upon eligibility will be in accordance with the following formula subject to the terms of the Plan.

Employees < 6 years' service will receive 2.0% of pay fixed contribution and 75% match on first 4% of base pay contributed;

Employees 6 to 10 years' service will receive 2.5% of pay fixed contribution and 75% match on first 4% of base pay contributed;

Employees 11 to 15 years' service will receive 3.0% of pay fixed contribution and 75% match on first 4% of base pay contributed; or

Employees >15 years' service will receive 3.5% of pay fixed contribution and 75% match on first 4% of base pay contributed.

Effective January 1, 2023, the waiting period to participate in the Duquesne Club 401(k) Plan will be six months in which the employee must work 500 hours.

#### **FOURTEEN – Discipline and Discharge**

- (a) The progressive discipline policy allows for variation of disciplinary action depending on the nature and gravity of the offense. The disciplinary action may range from counseling/discussion or written warning for a minor violation, to a final written warning/suspension (one day) or suspension (3 to 5 days) for a serious or repeated violation. A major violation or repeated violation which was not corrected by previous disciplinary action may result in a disciplinary discharge.
- (b) Definitions:
- (b)(1) Violation: A violation is defined as any behavior by an employee that conflicts with Club Rules as defined in the Code of Conduct, Club policy, employment standards, or accepted conduct.
- (b)(2) Counseling/Discussion: Counseling/discussion is defined as a forum in which a supervisor advises an employee that his/her behavior or an incident is a violation. This discussion shall be conducted with an employee before any other type of discipline is administered to make certain the employee clearly understands that the behavior or incident was an infraction which violated one of the above stated policies.

The purpose of counseling/discussion is to provide an opportunity for an employee to correct his/her behavior and prevent continued violations which would result in a more

serious form of discipline, or to discuss with the Club a factor that contributed to the violation and seek employee assistance if needed.

- (b)(3) **Written Warning:** A written warning is defined as a written notice presented by the supervisor to an employee following a violation. This form of discipline is used when a minor violation has been repeated or in the case of a more serious violation.

The purpose of the written warning is to enable an employee to understand the seriousness of the violation and provide the opportunity for an employee to correct behavior which could result in a final written warning, suspension or disciplinary discharge.

- (b)(4) **Final Written Warning/Suspension (one day):** A final written warning is defined as a written notice presented by the supervisor to an employee following a serious or repeated violation. At the Club's discretion, a one-day suspension may be imposed in lieu of a final written warning. Either form of discipline is used to notify an employee that the next violation will result in suspension (3 to 5 days).

The purpose of the final written warning is to enable an employee to understand the seriousness of the violation and provide the opportunity for an employee to correct behavior which could result in suspension.

- (b)(5) **Suspension (3 to 5 days):** Suspension is defined as the act of placing an employee on disciplinary time off without pay following a serious or repeated violation. The supervisor presents a written notice to an employee which identifies the period of suspension. This form of discipline is used to notify an employee that the next violation will result in disciplinary discharge. This suspension may range from three to five days in length.

The purpose of the suspension is to enable an employee to understand the seriousness of the violation, provide the opportunity for an employee to reflect upon the action(s) which caused the suspension, and correct behavior which could result in disciplinary discharge.

- (b)(6) **Disciplinary discharge:** Disciplinary discharge is defined as the act of permanently removing an employee from the payroll in response to a major violation, or repeated violations which were not corrected by previous disciplinary action(s).

- (c) **Progression of Discipline:** Discipline shall be issued as soon as possible following management's knowledge of a violation but in no case more than seven (7) calendar days after the violation on which the discipline is based.

The progression of discipline for minor violations shall be as follows:

1. Counseling/discussion
2. Written warning
3. Final written warning or one day suspension



4. Suspension (3 to 5 days)
5. Disciplinary discharge

Disciplinary action relating to lateness for work of more than seven (7) minutes or failure to punch in shall follow the above progression. Lateness for work of seven (7) minutes or less shall not be subject to progressive discipline.

Major violations, such as theft of Club property or consumption of alcohol on Club premises, may, at the employer's discretion, result in suspension (3 to 5 days) or disciplinary discharge for the first offense.

(d) Administration:

- (d)(1) Counseling/discussion or a written warning shall be administered by the supervisor to an employee promptly following a violation. Witnesses to discipline at this stage are not required.
- (d)(2) A final written warning, suspension or disciplinary discharge shall be administered by the supervisor to an employee in the presence of the Director of Human Resources, or another member of the executive staff in his/her absence, and a Union chairperson.
- (d)(3) In order to warrant an increased level of discipline, an incident need not be the same as the incident which gave rise to the previous level of discipline.

(e) Employee Acknowledgment:

- (e)(1) An employee shall have the opportunity to enter remarks regarding the violation and/or note any commitment to make corrections.
- (e)(2) An employee's signature on a disciplinary action form shall certify that an employee has been informed of the violation and the consequences of continued violations. An employee's signature does not necessarily indicate total agreement or concurrence.
- (e)(3) Should an employee refuse to sign the disciplinary action form, the supervisor shall have the Union chairperson, the Director of Human Resources or another supervisor witness the refusal to sign.
- (e)(4) An eligible employee who disagrees with the disciplinary action and desires to file a grievance shall follow the provisions of Article Fifteen of the Collective Bargaining Agreement (Grievances and Arbitration).

(f) Record Keeping:

- (f)(1) Counseling/discussion may be documented in a personnel file, reflecting that an incident or behavior was discussed with an employee. If any reference is made to Employee Assistance Program, such reference may be noted.

- (f)(2) A written warning, final written warning, suspension or disciplinary discharge is documented on an "Employee Warning Record" form, which is available in the office of the Director of Human Resources. This form becomes part of the employee's personnel file.
- (f)(3) The employee shall receive a copy of Employee Warning Records. (f)(4) A Union chairperson shall receive a copy of Employee Warning Records relating to any discipline starting at the counseling level, including final written warning, suspension, or disciplinary discharge.
- (g) Disciplinary action will be administered on a rolling calendar. Once an employee has gone twelve (12) months from his/her first disciplinary action, it will roll off the employee's record, and each and every subsequent disciplinary action will roll off after a twelve (12) month time frame. This rolling administration shall make remaining disciplinary actions reflect a reduction each and every time a previous action is rolled off.

#### **FIFTEEN – Grievances and Arbitration**

- (a) In order to assure prompt settlement of grievances as close to the source as possible, it is mutually agreed that the following steps shall be followed strictly in the order listed and that no step shall be used until all previous steps have been exhausted, unless by mutual agreement between the parties, it is felt that skipping a step would be most expeditious to the process. A settlement reached between the Club and the Union in any step of this procedure shall terminate the grievance and shall be binding on both parties.
- (b) Step One: The Union will encourage the settlement of a complaint or grievance at the lowest possible level. Therefore, employees are encouraged to discuss an incident with their immediate supervisor prior to filing a grievance. If such discussion does not resolve a problem, an employee may file a grievance. The grievance must be filed within seven (7) calendar days of the incident of which the employee complains. Step One of the grievance process shall consist of a meeting conducted within seven (7) calendar days of the filing of the grievance attended by the employee's immediate supervisor, another management representative, a Union chairperson and a Union steward, in an attempt to resolve the problem. Within seven (7) calendar days of the Step One meeting, the Club shall respond in writing to the Union with its reply.
- (c) Step Two: The Union may appeal the Club's Step One response by filing a written appeal with the Director of Human Resources within seven (7) calendar days of receipt of the Club's Step One response. The appeal shall contain the reason for the appeal. Step Two shall consist of a meeting conducted within seven (7) calendar days of receipt of the appeal attended by the Director of Human Resources, another management representative, a Union chairperson, a Local 13500 Officer and/or a CWA Staff Representative. The Club will prepare a written response and forward it to a Union chairperson within seven (7) calendar days of the Step Two meeting.

- (d) Step Three: If dissatisfied with the Step Two response, the Union may request the grievance be arbitrated by filing a written appeal to arbitration with the Director of Human Resources within fourteen (14) calendar days of the Club's Step Two response.
- (e) Grievance meetings will be scheduled at times to minimize interference with work schedules. When a Union representative loses working time, he/ she will be compensated at his/her regular hourly rate of pay.
- (f) The parties may, by written agreement, extend the time limits for response identified in the above steps. However, should the parties not agree to the extension of time limits set forth above, or should the Club, employee, or Union fail to respond within the time limits set forth, the party required to respond within the time limit shall be deemed to have conceded to the opposing party.
- (g) If the arbitration process is to be used, the arbitrator shall be selected mutually by the parties. If the parties cannot agree upon the selection of an arbitrator, then the selection of such arbitrator shall be referred to the Federal Mediation and Conciliation Service. The arbitrator shall have jurisdiction and authority only to interpret, apply, or determine compliance with the provisions of the Agreement insofar as shall be necessary to the determination of the grievance appealed to arbitration. The arbitrator shall not have jurisdiction or authority to add to, detract from, or alter in any way the provisions of this Agreement.
- (h) The parties hereto agree to abide by and accept the decision of the arbitrator. The expense of the arbitrator shall be borne equally by the Club and the Union.
- (i) Adequate means having been established to determine all disputes and discharge cases, it is hereby agreed that the Union or any of the employees covered by this Agreement shall not engage in any strikes, work stoppage, or slow down and that the Club shall not lock out any of the employees during the term of this Agreement.

#### **SIXTEEN – Miscellaneous**

- (a) Health and Safety. The Club shall maintain all work sites and Club facilities, including but not limited to stairways used by employees, in such a manner to protect the health and safety of all employees. This includes, but is not limited to, observance of all city, county, state and federal regulations pertaining to health and safety. The Union shall encourage employees, including one union representative or steward, to serve on the Club's Safety Committee. These employees shall attend scheduled safety meetings and inspections of the clubhouse. Employees serving on the Safety Committee will be compensated for time spent attending scheduled meetings and walk-throughs. These employees shall also report unsafe conditions of which they become aware to management.
- (b) Jury Duty. Regular employees who are ordered to report for jury duty shall receive the difference between any jury duty compensation received and their regular daily base

earnings for a maximum of thirty (30) days of jury service on scheduled work days. Regular employees will be granted time off without pay for jury duty days in excess of thirty (30). Any employee subpoenaed as a witness shall be granted time off the job without pay for the period required by the subpoena.

- (c) Uniforms. The Club will provide uniforms to all employees who are required to wear a designated uniform. Uniforms provided include: slacks, skirts, blazers/jackets, tuxedos, tuxedo shirts, captain and office blouses, non-white shirts, cummerbunds, neckties, dresses, collars, cuffs, chef coats, chef hats, chef neckerchiefs, aprons, and name tags. The Club will provide for the cleaning of these uniform items. The Club does not provide or clean white non-tuxedo shirts, belts, shoes or hosiery. All employees shall receive up to a \$75.00 annual shoe reimbursement based on receipts. Kitchen personnel will be required to select a shoe that conforms to general guidelines. Except on paid time and specific employment related assignment, employees shall not wear uniforms displaying the Club name or logo off Club premises. Employees shall otherwise not take uniforms off Club premises except where specific permission is granted by a supervisor.
- (d) The Club will maintain job descriptions which will contain minimum, and possibly preferred, qualifications, as well as duties of the job. These job descriptions will be used, inter alia, to determine an employee's eligibility for the position. Qualifications will include at least: type of education, type and amount of previous work experience, kind of skills, knowledge and abilities, licenses and certifications, physical demands, special circumstances, and other desirable qualifications. Drafts of newly created or revised job descriptions will be provided to the Union for a thirty (30) day period in order to give the Union an opportunity to provide input. The Club remains exclusively responsible for the contents of job descriptions, including qualifications, and may make such revisions from time to time as the Club determines should be made.
- (e) The Club will maintain a bulletin board for exclusive use of the Union. Location of the Union bulletin board will be determined jointly by the Club and the Union.
- (f) Whenever an employee works out of class for a minimum of an entire day's shift, the employee will be paid a rate that is the higher of the original class or new class as specified in the wage table of this Agreement. This applies only for class changes that are entirely within the bargaining unit, provided, however, that where a department which has only one bargaining unit employee is without the supervisor for at least one week, the bargaining unit employee will be paid a \$1.00 per hour premium.
- (g) At or about the time Christmas bonuses are distributed, the Club will provide to the Union data showing the total amount distributed to the bargaining unit, the amounts received by each member of the bargaining unit, and the formula used by the Club to determine distributions to the bargaining unit. It is understood that neither the total amount, the individual amounts, nor the formula is guaranteed from year to year.
- (h) Smoking Policy – Employees on schedule work time may not visit the designated smoking areas for smoking during the hours of 11:00 a.m. to 2:00 p.m. and 5:30 p.m. to

9:00 p.m., unless permission is granted by a manager, or designee. Provided, however, that, if any ordinance or other law is enacted regarding workplace smoking applicable to the Club, this provision will be null and void. The Club will investigate the feasibility of a co-ed smoking room and, at its discretion, may construct such a room which will then be the sole location for employee smoking inside the Club. If the Club elects to ban smoking by members, then employees shall be prohibited from smoking in the Club.

#### **SEVENTEEN – Severability**

In the event any of the terms or provisions of this Agreement shall be or become invalid or unenforceable by reason of any federal or state law, directive, order, rule or regulation, now existing or hereinafter enacted or issued, or any decision of a court of last resort, such invalidity or unenforceability shall not affect or impair any other term or provision thereof.

#### **EIGHTEEN – Statement of Employee’s Service**

Should an employee resign or be laid off, the Club shall issue upon request, a statement as to length of service and position(s) held by said employee.

#### **NINETEEN – Employee Dining**

The Club will provide a dining area for all eligible employees.

#### **TWENTY – Banquet Captain Schedule**

- (a) The Club will schedule all banquet captains by day for the following week’s lunch and dinner work and will post the schedule in the Reservation Office no later than 2 p.m. Friday. All hours shall be assigned by seniority, (with the exception of the Catering Captain) with the most senior person receiving 40 hours then proceeding down the seniority list assigning 40 hours to as many employees as there are hours available. The least senior employees will receive the least number of hours if there are not enough hours to accommodate all employees.
- (b) The banquet captain schedule will not identify assignments by banquet, but rather by day and shift. Assignments to specific banquets will be made on a daily basis and will be posted in the Reservation Office.
- (c) No banquet captain will be scheduled for overtime until all banquet captains have been scheduled for forty (40) hours in a week. In the event a banquet captain has been scheduled less than forty (40) hours in a week and the next shift would result in no more than three (3) anticipated hours of overtime, that banquet captain will be scheduled before a more senior banquet captain already scheduled for forty (40) hours except for the Catering Captain. If a call is placed to schedule a banquet captain who is not scheduled that day due to lack of business and they cannot be reached, the next eligible banquet captain can immediately be called. If no banquet captain can be contacted, a regular waitstaff, followed by part-time waitstaff, can be called provided, however, that in urgent

circumstances, a qualified employee who is immediately available may be selected for the opening by seniority when all other relevant factors are equal.

### **TWENTY-ONE – Employee Assistance Program**

Beginning no later than January 1, 1996, the Club will implement an Employee Assistance Program. Areas of counseling available to regular employees through the Employee Assistance Program include:

#### **Marital Stress**

Drug/alcohol abuse  
Stress management  
Legal difficulties  
Smoking cessation

#### **Family Problems**

Emotional problems  
Work/career issues  
Eating disorders

#### **Financial Concerns**

Co-dependency  
Depression  
Gambling

### **TWENTY-TWO – Termination**

This Agreement shall become effective October 1, 2022, and shall remain in effect until midnight on September 30, 2025, and thereafter from year to year, unless either party shall notify the other party in writing more than sixty (60) days prior to September 30, 2025, or sixty (60) days prior in any subsequent year, of an intent to terminate or modify the terms of this Agreement.

### **TWENTY-THREE – General Scheduling**

- (a) Schedules for the following week shall be posted by 2:00 p.m. on Friday of the preceding week.
- (b) The Club will make every effort to post schedules as early as possible for holiday work.
- (c) Volunteers for specific positions (e.g. a la carte captain, waitstaff, busperson, specific kitchen positions, etc.) shall be solicited to work first for any holiday work (for the purposes of this article, holidays are considered those listed in Article Nine and Mother's Day), with the exception of New Year's Day. In the event that a sufficient number of individuals do not volunteer to work, additional employees will be scheduled in inverse order of seniority.
- (d) Any other articles in this agreement that concern scheduling of specific groups would take precedence over the above mentioned.
- (e) Effective January 1999, a new scheduling system will be implemented on a trial basis for waitstaff.
- (f) The Club will use its best efforts to provide the most notice of schedule changes feasible under the circumstances of each situation.

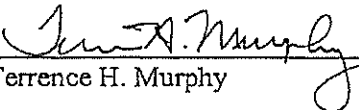
- (g) Employees can be notified by text with their permission. Except when changes are necessary due to unexpected call-offs, absences or event modifications, schedulers shall not call or text employees before 7:00 AM or after 10:30 PM.

**TWENTY-FOUR – Drug & Alcohol Testing**

Effective February 1, 2007, employees involved in an accident resulting in a worker's compensation injury or upon return to work from the workers' compensation injury shall be subject to a drug and/or alcohol test. In the event of a positive result for illegal, non-prescription drugs, or controlled substances, the employee will be discharged from employment. In the event of a positive result for alcohol, a prescribed drug without prescription, or abuse of prescription medication, the employee will be required to utilize EAP and comply with the recommended treatment program prior to return to work. Following successful completion of the recommended treatment program, or return to work during the treatment program, employees will be subject to retesting at the time of return to work and/or within 2 weeks after completing EAP. Employees who do not comply with the recommended treatment program or who test positively upon re-test shall be discharged from employment. Drug and alcohol sampling and testing shall be conducted by independent, certified medical testing facilities in accordance with SAMSHA cutoff limits with the collection of a split sample at the Club's expense. A positive test regarding alcohol shall use the same standard that Pennsylvania law provides for a DUI.

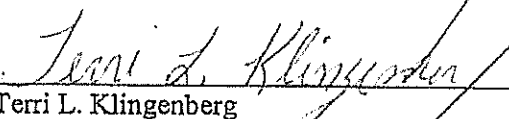
IN WITNESS WHEREOF, the parties hereto have executed this Agreement on this 24 day of March 2023.

ATTEST:


  
Terrence H. Murphy


THE DUQUESNE CLUB

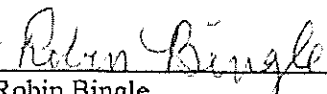
  
Frank Nestler

  
Terri L. Klingenberg

COMMUNICATIONS WORKERS OF AMERICA, AFL-CIO, CLC

  
John D. Petrini

  
Cindy Neumeier

  
Robin Bingle

## EXHIBIT A – Positions to which Terms of Agreement do not apply

Accounting department (includes night auditor) - Responsible for accessing confidential data and processing financial transactions for the Club.

Timekeepers - Responsible for enforcing security policies of the Club and disciplining employees for violations.

Health & Fitness Center - Functions as independent revenue center, performing own ordering and scheduling. Has little interaction with rest of Club and other employees.

Printer - Functions as independent cost center.

Barber Shop - Functions as independent revenue center.

Second-line supervisor positions -- Supervise the work of others and make decisions regarding hiring, disciplining, discharging, etc.

Director of Banquets and Catering  
Catering Manager  
Scheduling Supervisor  
AM/PM Service Supervisor  
Dish Pantry Steward  
Assistant Dish Pantry Steward  
Executive Sous Chef  
Sous Chef  
Pastry Chef  
Assistant Pastry Chef  
Purchasing Manager  
Receiving Clerk (Assistant to Purchasing Manager)  
Busboy Supervisor  
Director of Dining Room Services  
Assistant Director of Dining Room Services  
Library Room Captain  
Front Office Manager  
Assistant to Chief Engineer  
Laundry Supervisor  
Assistant to Director of Housekeeping  
Night Cleaning Supervisor  
Assistant Director of Clubhouse Services  
Night Manager  
Computer Systems Administrator

Newly created positions will be discussed with the Union with the objective of agreeing as to whether the position will be in the bargaining unit. Agreements so reached will be set forth in a letter.



## EXHIBIT B – Department Table

Busperson/wrecking crew  
Banquet captains  
Banquet waitstaff/Lunch group  
Steward (formerly “kitchen maintenance”) and dish pantry  
Cooks, pastry and kitchen pantry  
Receiving  
A la carte and lift waitstaff Duquesne Room Bartenders  
Food checkers  
Front office and switchboard  
Stationary engineers  
Repairs and maintenance (painter, preventative maintenance mechanic and carpenter)  
Laundry Housekeeping Valet/Tailor  
General clubhouse services

The listing of a department is not a guarantee that sufficient hours will be worked by employees within that department to achieve regular status.

## EXHIBIT C – Entry Wage Table

### Entry Rates for Job Classifications

Probationary employees will be paid \$0.25 less than the entry rates, except that stationary engineers during the probationary period will be paid \$1.00 less. A la carte waitstaff, banquet waitstaff, Duquesne Room waitstaff and lunch group waitstaff positions are exempt from the \$0.25 probationary reduction. Upon passing out of the probationary period, employees will receive the rates listed below.

Position	10/01/22	10/01/23	10/01/24
A la carte Captain			
Breakfast	\$14.25	\$14.57	\$14.90
Lunch	\$12.16	\$12.43	\$12.71
Dinner	\$12.16	\$12.43	\$12.71
A la care waitstaff & Duquesne Room waitstaff			
Breakfast (includes banquet)	\$12.11	\$12.38	\$12.66
Lunch	\$10.31	\$10.54	\$10.78
Dinner	\$10.18	\$10.41	\$10.64
Library Lounge server	\$10.18	\$10.41	\$10.64
H&FC	\$11.00	\$11.25	\$11.50
Training			
Banquet captain	\$23.88	\$24.66	\$25.40
Banquet waitstaff			
Lunch	\$15.96	\$16.48	\$16.97
Dinner	\$22.90	\$23.64	\$24.35
Bartender	\$13.07	\$13.36	\$13.66
Banquet bartender			
Lunch	\$16.72	\$17.26	\$17.78
Dinner	\$18.80	\$19.41	\$19.99
Service bartender	\$17.65	\$18.22	\$18.77
Busperson	\$17.13	\$17.73	\$18.31
Food Runner	\$13.95	\$14.44	\$14.91
Lift waitstaff	\$16.71	\$17.29	\$17.85
Food checker	\$18.90	\$19.56	\$20.20
General and administrative			
Bellcaptain	\$18.12	\$18.75	\$19.36
Bellperson	\$17.23	\$17.83	\$18.41
Bridge attendant	\$17.23	\$17.83	\$18.41
Check room attendant	\$16.61	\$17.19	\$17.75
Porter	\$17.13	\$17.73	\$18.31
Valet/doorperson	\$17.49	\$18.10	\$18.69
Housekeeping			
Room attendant	\$16.87	\$17.46	\$18.03
Room attendant, 4 p.m. – midnight	\$17.13	\$17.73	\$18.31
House attendant	\$17.23	\$17.83	\$18.41
Linen room attendant	\$16.87	\$17.46	\$18.03
Night cleaner	\$17.13	\$17.73	\$18.31

Position	10/01/22	10/01/23	10/01/24
Laundry worker	\$16.87	\$17.46	\$18.03
Laundry maintenance mechanic	\$17.23	\$17.83	\$18.41
Valet/tailor	\$19.18	\$19.85	\$20.50

## EXHIBIT C – Entry Wage Table

### Entry Rates for Job Classifications

Probationary employees will be paid \$0.25 less than the entry rates, except that stationary engineers during the probationary period will be paid \$1.00 less. A la carte waitstaff, banquet waitstaff, Duquesne Room waitstaff and lunch group waitstaff positions are exempt from the \$0.25 probationary reduction. Upon passing out of the probationary period, employees will receive the rates listed below.

Position	10/01/22	10/01/23	10/01/24
Cooks/pastry/kitchen pantry (old position title)			
Steward 2 (Employee dining room attendant)	\$17.81	\$18.43	\$19.03
Cook 2 (Employee dining room cook)	\$19.81	\$20.50	\$21.17
Cook 3 (Entremetier/beg/fry)*	\$19.06	\$19.73	\$20.37
Garde Manager 2 & 3 (Garde Manager)*	\$18.90	\$19.56	\$20.20
Garde Manager 1 (Garde manager supervisor)*	\$19.39	\$20.07	\$20.72
Garde Manager 1 & 2 (H&FC cook)	\$18.90	\$19.56	\$20.20
Butcher 2 (Meat/fish butcher)	\$19.29	\$19.97	\$20.62
Butcher 1 (Meat/fish butcher supervisor)	\$19.81	\$20.50	\$21.17
Cook 4 (Butcher's assistant)	\$18.01	\$18.64	\$19.25
Pastry cook 1*	\$20.06	\$20.76	\$21.43
Pastry cook 2*	\$19.55	\$20.23	\$20.89
Pastry cook 3*	\$18.77	\$19.43	\$20.06
Pastry cook 4 (Extern)	\$17.65	\$18.27	\$18.86
Cook 1 (Roast cook)*	\$20.06	\$20.76	\$21.43
Salad 1 (Salad pantry supervisor)*	\$18.90	\$19.56	\$20.20
Salad 2 (Sauté cook)*	\$18.38	\$19.02	\$19.64
Cook 2 (Sauté cook)*	\$19.81	\$20.50	\$21.17
Cook 1 (Senior saucier)*	\$20.06	\$20.76	\$21.43
Cook 1 (Soup cook)	\$20.06	\$20.76	\$21.43
Cook 1 (Bulk Food Production)	\$20.45	\$21.17	\$21.86
Veg/Prep 1 (Vegetable pantry supervisor)	\$18.90	\$19.56	\$20.20
Veg/Prep 2 (Vegetable pantry worker)	\$18.38	\$19.02	\$19.64
Extern	\$17.65	\$18.27	\$18.86
Steward			
Steward 1 (Cook's helper)	\$17.13	\$17.73	\$18.31
Steward 2 (Pastry utility worker)	\$16.87	\$17.46	\$18.03
Steward 1 (Pot washer)	\$17.12	\$17.73	\$18.31
Steward 1 (Kitchen cleaner)	\$17.13	\$17.73	\$18.31
Dish pantry			
Dish pantry worker	\$16.87	\$17.46	\$18.03
Dish pantry worker, 10 p.m. – 6 a.m.	\$17.13	\$17.73	\$18.31
Carpenter	\$25.02	\$25.83	\$26.60
Front office attendant	\$18.01	\$18.64	\$19.25
Switchboard	\$17.75	\$18.37	\$18.97
Painter	\$24.79	\$25.60	\$26.37
Stationary engineer	\$31.79	\$32.82	\$33.80

<b>Position</b>	<b>10/01/22</b>	<b>10/01/23</b>	<b>10/01/24</b>
Stationary engineer, midnight – 8:00 a.m.	\$32.26	\$33.31	\$34.31
Preventative maintenance mechanic	\$23.16	\$23.91	\$24.63

### EXHIBIT D – Wage Increase Table

Employees as of October 1, 2018 shall receive increases in their base wage rate as follows:

Classification	10/1/22	10/1/23	10/1/24
Tipped Employees*	2.25%	2.25%	2.25%
Non-Tipped Employees	4.25%	3.50%	3.25%
Service Charge Employees	3.75	3.25	3.00
Stationary Engineer Employees**	3.75%	3.25%	3.00%

\* Tipped employees for the purpose of this wage table are a la carte captains, a la carte waitstaff, breakfast banquet waitstaff, Duquesne Room waitstaff, and non-service bartender.

\*\* Stationary Engineer in the above table includes the carpenter and painter. Also, the carpenter and painter will receive an additional \$1.00 increase per hour in base wage rate on October 1, 2022 before the specified percentage increase above.

All stationary engineers will receive an overnight shift differential of \$0.45 per hour.

### EXHIBIT E – Agreement Covering Part-Time Employees

#### ARTICLE ONE

- A. Part-time employees will become members of the Union if they meet the following requirements:
- 1) During the first six months of employment, non-waitstaff employees must work an average of 18 hours per week and waitstaff must work an average of 15 hours per week, or
  - 2) If an employee, including students, works at least 936 hours in a calendar year, then he/she shall be considered part-time during the following calendar year. The only exception to this is that full-time students who are in the Runner position shall have the option to sign out of the Union as they cannot work the posted schedule that part-time employees are required to work (due to class schedules).
  - 3) Part-time employees who request a reduction of their work schedule to one that provides for fewer than 18 hours per week for non-waitstaff or fewer than 15 hours per week for waitstaff, will lose their designation as a part-time employee on the first day of the month following the implementation of the employee-initiated schedule change. Part-time employees who limit their availability shall drop to the extra list. They may revoke this decision within 30 days and return to the part-time list.

- B. Part-time employees shall not include student externs who are in an apprentice program sponsored by a trade school; provided, however, that if the student extern is hired by the Club after the end of his/her extern ship, then the individual will be credited with his/her extern ship hours to determine his/her employment status as part-time (or regular) employee.
- C. All part-time employees shall be covered the same as regular full-time employees under Articles Five (a), (b), and (c), Fourteen and Fifteen of the current agreement.
- D. Part-time employees will be paid at the rates on Exhibit C of the Collective Bargaining Agreement for regular status employees, less \$0.35. Current part-time employees who earn more than these rates shall continue to earn their higher rate. All part-time employees will receive an annual increase equal to the annual increase for their position classification on Exhibit D, of the Collective Bargaining Agreement.

## ARTICLE TWO

- A. Lunch and Dinner. Once all eligible waitstaff on the regular banquet turn list have been scheduled by day, the remainder of waitstaff required will be scheduled from the part-time turn list.
- B. Dinner and lunch shall be assigned from separate rotation lists. Upon ratification of this agreement, the list shall start with the most senior person and go down in order of seniority and recycle as needed.
  - 1) Employees will be scheduled based on a rotating list. The employee can decline work for four scheduled shifts per week. In the event that the schedule cannot be covered due to the number of employees who have declined work, the employees with the least seniority who have declined work will be scheduled to work first. If all available employees have been scheduled and the Club's needs have not been filled, employees signing "no" will be required to work.
 

Refusal to work will result in being charged with a late call off, as noted. In the event the number of covers exceeds 450, all part-time employees will be required to work.
  - 2) Vacation needs will be granted as set forth in the collective bargaining agreement. Employees who work the minimum required or more hours during the preceding calendar year, excluding those employees considered regular, who work the minimum required hours during the preceding calendar year and are eligible for vacation as in Article Ten, shall be eligible for paid vacation days. The payment, handling and timing (March 1) of vacation days for part-time employees will be consistent with Article Ten of the agreement. If a part-time employee wishes to take unpaid time off, he or she must make this request as early as possible (preferably at least 10 days in advance) and must take one week at a time. The Club will grant the request if, in the Club's sole judgment, operations permit. For

purposes of this paragraph, the minimum required hours for a calendar year to qualify for vacation in 1999 and subsequent years shall be as follows:

700 Hours	1 day
800 Hours	2 days
900 Hours	3 days
1,000 Hours	4 days
1,100 Hours	5 days

All above categories will receive a total of two personal holidays. Employees shall be paid vacation and holiday as follows:

Waitstaff will be paid 4 hours pay -- 2 hours at one and one-half times the lunch ala carte rate, and 2 hours at one and one-half times the dinner ala carte rate;

Lift is calculated at 3 hours pay at the hourly lift rate;

For other employees, rate is calculated at 4 hours at their hourly rate.

When possible requests for unpaid time off should be placed 10 days in advance, and subject to the needs of the club.

- 3) One space will be reserved on the lunch and dinner work list for waitstaff in training between June 1 and August 15, to allow the new employee to learn the system and accrue part-time/full-time status. Two spaces will be reserved for wait staff in training from August 16 to May 30.
- 4) Part-time employee assignments to replace stations:
  - (a) When station replacements are assigned from the rotation list, only employees designated as qualified station replacements will receive these assignments. Training will be offered to employees desiring to be station replacements. Station replacements will be assigned for the entire week, when necessary. If it becomes necessary to skip employees on the rotation list to fill stations, the rotation will begin the following with the first employee who was skipped. If an employee has a station replacement assignment and is scheduled out of rotation, the employee will be skipped in the normal rotation. If an employee works a station at least 3 days during the week, he/ she will be skipped only one time for the entire week in the lunch schedule rotation.
- 5) Employees qualified to work as replacement staff in the Duquesne Room will be designated as such on the rotation list, and will follow the same procedure as noted in 4 (a).
- 6) The scheduling procedure for waitstaff will occur as follows:



- (a) On Thursday, the employee lists will be posted so that employees may request up to four shifts off for the following week.
  - (b) The projection list will be posted by Thursday at 5:00 p.m. for the following week. Employees should indicate by Saturday at 7:00 p.m. which shifts they are available to work. An employee who does not sign the list, calls off or makes themselves unavailable after the schedule has been posted is a late call off. It is the employee's responsibility to check the posted lunch and dinner schedules.
- C. The employee is permitted five late call offs per year. A late call off includes any employee calling off or removing themselves from the schedule after being scheduled to work. Employees who exceed the permissible number of late call offs shall be subject to the progressive discipline policy.

Progressive discipline for employees in this violation results in:

  - A one-day suspension for the 6<sup>th</sup> late call off
  - A return to the extra list for the 7<sup>th</sup> late call off
- D. An employee who calls off within two hours of their shift (one hour for employees who start at 5:30 AM or 6:00 AM) will be considered a late call off and will be subject to the progressive discipline procedure. Employees who do not call off and do not report to work will be considered a late call off and will be subject to the same discipline as regular employees.
- E. If additional waitstaff are needed after the schedule has been posted, a call will be placed to each unscheduled employee remaining on the rotation list. If an employee is unavailable or declines to work at this point, this will not be counted as one of the requests not to be scheduled. If it becomes necessary to skip an employee on the rotation list, the rotation will begin the following day with the employee who has skipped.
- F. If scheduling needs are not met using this procedure, calls will be placed to employees on the extra list.
- G. The Club shall reserve the right not to schedule a part-time employee if the employee will be entitled to overtime pay.
- H. Any part-time employee who works a station, works as a captain at lunch, or a replacement busperson during the lunch shift will go to the top of the rotation list, unless the employee declines by so notifying his/her supervisor, for scheduling of the dinner shift for that evening.

- I. Out parties. When part-time workers are required to work breakfast or lunch catered parties, a separate rotation list shall be used to assign work. This list will only include qualified employees who desire to work these catered functions. Upon ratification of the agreement, the list shall start with the most senior person, go down in seniority and recycle as needed.
- J. There shall be a seniority list of part-time workers posted with the other schedules.
- K. If no full time employee bids on a full time station opening, part time employees shall have the opportunity to bid on the full time station opening.

### **ARTICLE THREE**

All time worked on a holiday shall be paid at the time and one-half rate. These holidays are consistent with the holidays listed in Article Nine of the existing contract, with the exception of the personal holiday.

### **ARTICLE FOUR**

All part-time workers shall receive one paid personal day. Waitstaff will be paid 4 hours pay -- 2 hours at one and one-half times the lunch ala carte rate and 2 hours at one and one-half times the dinner ala carte rate. Lift is calculated at 3 hours at hourly lift rate. For other employees, rate is calculated at 4 hours at their hourly rate.

## **EXHIBIT F – Memorandum of Agreements**

### **ARTICLE ONE – Banquet Waitstaff Scheduling**

- A. Full Time Lunch Only Staff
  - 1) Employees who are full time and work only a lunch position shall be considered a separate department.
  - 2) Waitstaff will indicate by 7:00 p.m. on Saturday the number of nights they are available. The minimum number that may be indicated is three. This is not a guarantee of work. Waitstaff may not sign “No” for Saturday nights or evenings that have Club sponsored events.
  - 3) If all staff have been exhausted, they are required to work even if they have worked their number of available nights. All regular waitstaff will be required to work Club sponsored events.
  - 4) Employees who are part of this group but work breakfast occasionally will be considered “Breakfast” staff for that day only and be subject to scheduling according to (b)(4).

- 5) Employees who want to be included in this group of employees may do so, in writing, between August 15 and September 1 to the Director of Human Resources. The number of individuals permitted to make this change would be subject to the Club's needs at that time but would be no more than three people in any given year (a maximum of one from each waitstaff group defined in (b)(1),(2) and(4) below). The change of department will be effective on September 15. This change cannot be made at any other time.

**B. Scheduling of all Full Time Waitstaff**

- 1) Regular banquet waitstaff (lunch bunch) will be scheduled first.
- 2) Waitstaff in the Pine Room who are not scheduled to work in that room will be scheduled for banquet work unless they indicate "No" on the posted list by Saturday at 7:00 p.m.
- 3) Waitstaff in the Duquesne Room who are not scheduled to work in that room will be scheduled for banquet work after (1) unless they have indicated "No" on the posted list by Saturday at 7:00 p.m. Duquesne Room staff will be scheduled only if this is their 5th night or less.
- 4) Breakfast staff or staff who are working breakfast that day will be scheduled after (1), (2) and (3).
- 5) Waitstaff will be informed of their assignment to specific banquets on the day of the banquet itself. This assignment will be made based on the needs of each function. Waitstaff will not be permitted to choose their own assignments.
- 6) In the event a function cancels or significantly decreases in covers, the number of waitstaff scheduled for the day will be reduced, starting with the last waitstaff scheduled. Those waitstaff eliminated will be the first waitstaff scheduled the following day.
- 7) The Club shall reserve the right not to schedule waitstaff in a shift that would result in 3 hours or more of overtime.
- 8) Any system of scheduling waitstaff to work banquets may be subject to change based on member requests for a particular waitstaff to work their function. Management will make every effort to accommodate a member request if the waitstaff is scheduled to work in their ala carte dinner station. This accommodation will be limited to twice per week. If no one is adversely affected it can be more. Waitstaff so scheduled will be skipped in the next rotation.

**ARTICLE TWO – Duquesne Room and Pine Room Waitstaff Scheduling**

- A. Daily banquets will be posted by 1:30 p.m.

- B. Adding Staff (due to call offs, increase in business, etc.)
- 1) Go to the most eligible senior person first and ask down the eligible seniority list (if 5th night).
  - 2) If employee declines work in Duquesne or Pine Room, he/she is not eligible to work a banquet unless the list exhausts itself.
  - 3) If all unscheduled staff decline dining room work, the least senior eligible staff will be added to that day's schedule.
  - 4) This is offered on a rotating seniority basis, in reverse (because of 5th night).
- C. Decreasing Staff (due to lack of business)
- 1) If staffing needs to be decreased in Duquesne or Pine Room due to lack of business, banquet work is offered (when available) on a seniority basis. The senior employee on the list will be given the option of going to a banquet or remaining in the room until the part list is exhausted.
  - 2) If banquet work is not available, the option to go home will be offered on a seniority basis.
  - 3) If an employee works an unscheduled night on the banquet turn list, this qualifies as their 6th night worked, and they will not be scheduled for additional banquet work. (This applies to Pine Room staff.)
  - 4) Item #2 and #3 are offered on a daily rotating seniority basis.
  - 5) Trainees in the Duquesne Room will not be the first up to be sent home due to lack of business. This should be done on a seniority basis. The trainee will be defined as an employee who has worked under 650 hours. If the employee is not scheduled to work in the Duquesne or Pine Room, he/she will take the normal position on the list for that evening, provided he/she will not work more than 5 nights in the Duquesne Room or 6 nights in the Pine Room.
- D. This method of scheduling excludes the Pine Room Dinner Captain.
- E. Employees will only need to sign the dinner posted list on unscheduled nights.
- F. The Duquesne and Pine Room waitstaff shall have the opportunity to request a set night off. If, due to an increase in business, a call off, or previously scheduled vacation, the employee with the "scheduled night off" will be required to work. An employee can make themselves available for banquet work, on a scheduled night off. This does not apply to the First Floor Bar Waitstaff.

- 1) The Duquesne and Pine Room staff will have the opportunity of choosing a set night off of work between Monday and Thursday. This option does not apply when the room is regularly open 4 nights or less per week. The selection will be done in order of seniority.
- 2) After the set night has been selected, you cannot change or switch nights. Employees will have the opportunity to change their set night off on February 1 and August 1 each year. This will be done by seniority.
- 3) If an employee would like to make themselves available for work in the Duquesne or Pine Room on their set night off, they may do so by putting a "A" available on the posted banquet waitstaff list.

**ARTICLE THREE – Kitchen Rotation Lists for Catered Functions and Sunday In-House Parties**

- A. The Duquesne Club reserves the right to schedule based on business requirements and the needs of members. Kitchen management reserves the right to appoint employees to the following three lists based on management's assessment. Kitchen management reserves the right to move cooks from one list to another list based on positive and negative performance.
- B. Defined:
  - 1) List A: "Lead" cooks who possess the ability and desire to successfully cater an event alone or with an assistant or as an assistant to a sous chef for larger events or higher profile events. The A list will be limited to a maximum of 5 names, and a minimum of 3 names. This may fluctuate due to business and/or number of employees.
  - 2) List B: Cooks who possess the ability to successfully assist a sous chef or "lead cook" on list A.
  - 3) List C: Cooks who voluntarily do not wish to work catered functions or Sunday in-house parties or who are physically incapable or who lack overall experience. This will include all new hires and part time employees with 6 months or less employment.
  - 4) List C cooks will be scheduled to work parties when necessary, only after List A and B have been exhausted (usually large catered private parties).
- C. Determining the List
  - 1) A List cooks will be determined by the following order of criteria:

- a. The A List candidate must have the ability and desire to successfully cater a function alone or with an assistant(s) under his/her supervision
  - b. Once the A List is determined by ability, the list will then be organized by seniority.
- D. Forfeiture of Turn on the A List:
- 1) A cook on the A List will forfeit his/her turn for the following reasons:
    - a. When he/she is required to perform the duties of their station/ position. The next available cook on the A list will get the party. b. A member's request for a cook will cause the forfeiture of the cook originally in line for that event. The requested cook will then drop to the bottom of the list and the original cook will get the next event.
    - b. Management reserves the right to schedule a B List cook before an A List cook when either a sous chef of A List cook is scheduled to work the event as the "lead supervisor".
    - c. A List and B List cooks will be scheduled to work a catered function and Sunday in-house parties (as is currently). However, if a catered function or party is booked after the schedule is posted, the A List and B List cooks have the right to decline.
- E. Miscellaneous:
- 1) Cooks cannot trade positions on the list.
  - 2) Inclusion on the list is voluntary but does not prevent a cook from being scheduled for catered events and Sunday in-house parties when necessary.
  - 3) This is a trial basis. Union and Management agree to discuss any problems that may arise.

**ARTICLE FOUR – Fit for Duty (Effective January 2, 2007)**

- A. In order to work in the capacity of both banquet server and private suite server, an employees must be deemed fit for duty. Fit for duty is defined here as
  - 1) The ability to take the steps with a tray.
  - 2) The ability to carry a tray (average 25 pounds or up 8 meals) from the kitchen to any of the Club's banquet rooms.

- B. Any food server who cannot meet the fit for duty definition shall be provided reasonable accommodations, if any exist, to perform the essential functions and will be assigned work within the restrictions.
- C. Management will request that all food servers who have presented physician's notes to their supervisor have these notes updated quarterly or more often, if cause exists as to their current ability to perform their job. The employee will be provided a work capacity evaluation form to be completed by the employee's physician, which must be provided to the Club with 2 weeks.
- D. The Club reserves the right at its discretion to send the employee to another physician to be evaluated, at the Club's expense. In the event there is a difference of opinion, the employee will be sent to a third Independent Medical Examination (IME) as a tie breaker.

**ARTICLE FIVE – Other Agreements**

- A. Recruiting existing staff or banquet bars:
  - 1) If an employee has interest in work banquet bars, he/she may sign up to do so twice a year. The list will be limited to 5 existing employees. The employee must work in their home department first if they are needed there. Rates established for this position is banquet bartender training rate.
- B. Keep waitstaff scheduling on a trial basis.
- C. Table and Half Work Assignments
  - 1) Employees working the function, will have first opportunity, by seniority to work table and half table.
- D. Waitstaff should not be charged vacation for extra tours.
  - 1) If waitstaff sign up to work a third meal and then indicate they cannot work, they will no longer be charged vacation for this, but will be skipped a turn their next time up.
- E. The following items will be handled on a case-by-case basis:
  - 1) In a case where an employee is covering a majority of responsibilities of another job for a co-worker due to vacation, illness or injury, management will review the situation for adding additional money to that employee's hourly rate to compensate him/her for the additional work.
  - 2) In a situation where the Club denies an employee already scheduled vacation due to business, and as a result of this the employee is not able to take all of their

vacation by the end of the year, management will permit a carry over to the following March. Those days must then be used by March 31.

- 3) If full/part time staff are sent home (except due to illness, unfit for duty) and the remainder of their shift is fulfilled by management staff, the union will call this to the attention of the Human Resources in a timely manner, and the situation will be discussed and every effort will be made to resolve the hours cut.
- 4) If eight or more employees want to opt out of the Club's medical insurance plan and retain coverage under their spouse's plan, management will consider increasing the current reimbursement amount (\$100) to the employee.
- 5) If a Pine or Duquesne Room dinner shift waitstaff calls off on a night they were eligible to work a banquet due to lack of ala carte business, this will be considered their turn and the next waitstaff will be up to work.
- 6) For the Pine and Duquesne Room dinner shift, a late arrival will result in that waitstaff filling the late station.
- 7) The guarantee of four and one-half (4 ½) hours for dinner banquet and ala carte waitstaff will not apply for employees that are 30 minutes or more late after their scheduled start time.
- 8) The "free Saturday" Rule: Business permitting, one employee each from Pine, Duquesne and Lunch Bunch will have the opportunity to be off on a Saturday. These free Saturdays will go by seniority and will rotate. If you are up to be off, you cannot sight "No" for work on Friday. An employee can pass on the free Saturday, if they desire. The free Saturday is not guaranteed. If business comes in at the last minute, the employee may have to work. If an employee calls off on Saturday, they will be skipped for free Saturday. Management must have flexibility in determining if they can offer a free Saturday. If business comes in, the option to be off is cancelled.

Note: This rule is currently not in practice and management is not required to restart this practice.

- F. Management agrees to a trial period of scheduling employees in the night cleaning crew and night room attendant classification, a ½ hour meal period.