

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

FOREST LAKE COUNTRY CLUB



AND

UNITEHERE! Local 24



APRIL 1, 2019 – JANUARY 31, 2022

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AGREEMENT

THIS AGREEMENT, made as of the 1st day of April 1, 2019 through January 31, 2022, between Forest Lake Country Club hereinafter referred to as "the Club" and UNITE HERE, Local 24, AFL-CIO referred to as the "Union."

ARTICLE 1 – RECOGNITION - UNION MEMBERSHIP - EMPLOYEE HIRING

Section 1. Recognition

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

Section 2. Union Membership

The Employer shall honor and effectuate the payroll deduction authorization card attached to the Collective Bargaining Agreement, and incorporated herein by reference, for each employee who signs said card, for such period as each authorization is in effect. The Employer shall deduct for each payroll or at such other intervals/times otherwise designated by the Union the amount authorized by the employee and promptly transmit such amount to the Union. The parties acknowledge that the cost of establishing and administering payroll deduction has been taken into account by the parties in their negotiations of the overall economic terms of this Collective Bargaining Agreement.

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

No provisions of this article shall prohibit employees from electing to become members of the Union prior to the 31st calendar day of employment.

Any employee who fails to tender dues, including initiation or reinstatement fees, in accordance with the provisions of subsection (a) of this section shall be subject to discharge, upon written notice to the club.

**ARTICLE 2 –
CHECK-OFF OF UNION DUES**

Section 1.

The Club shall deduct from the pay of each employee membership dues, including initiation and reinstatement fees, in sums that may be established by the Union in accordance with its Constitution and By-Laws. No deduction shall be made unless the employee has signed an authorization card irrevocable for one year or the termination of this Agreement, whichever first occurs. The employee may revoke this written authorization, by written notice to the Club and the Union, at any time during a period of ten days prior to the described expiration period. If no notice is given, the authorization shall be automatically renewed for successive periods of one year, or contract expiration, with the same privilege of revocation at the end of each period. All deductions shall be made from the employee's first paycheck each month and then from each successive paycheck during the month until the employee's billed obligation is paid in full. The Club shall, by the tenth (10th) day of each month, forward a check to the Union of amounts checked off together with a statement on forms supplied by the Union, setting forth the names, addresses, job classifications, and social security numbers of the employees. The Union shall indemnify and hold the Club harmless against any and all liability which may arise by reason of the Club's compliance with the terms of Section 3.

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

Section 1.

- a. Eight (8) hours of work shall constitute a work day and five (5) days shall constitute a work week for full-time employees, as hereafter defined.
- b. To accommodate reduced work availability, prior to Memorial Day and through Labor Day , the Club may schedule eight (8) hour full-time employees for up to two (2) shifts of less than eight (8) hours, but not less than four (4) hours, during a work week, at hourly rates, scheduled by seniority. Eight (8) hour part-time employees may be scheduled not less than four (4) hour shifts at any time, at hourly rates. The Club will maximize work assignments for full-time employees up to the five (5) day work week. Part-time employees will be used to supplement, not to displace full-time employees. No two (2) eight (8) hour employees will be scheduled on shifts of less than eight (8) hours to cover eight (8) hours of available work on one (1) day. Monday golf outings shall be offered to full-time servers based on seniority provided those servers maintain open work schedules. This Section does not affect the employer's right to staff at its discretion.
- c. The Club may schedule full-time employees for shifts of less than eight (8) hours, but not less than four (4) hours, on the employees' sixth and seventh days, excluding those that fall on holidays, during the period between Memorial Day and through Labor Day. The Club will not schedule two

four (4) hour employees when the work can be done by one eight (8) hour employee. Employees scheduled under this Section will also receive the applicable sixth (6th) and seventh (7th) day premium.

Section 2.

The Club shall designate one day in its payroll week as the sixth (6th) day and one day as the seventh (7th) day for each full-time employee. A Club shall not be required to designate the same days off for each full-time employee.

Section 3.

A Club shall have the right to change one or both days off for full-time employees and designate other days as the scheduled days off for full-time employees once every thirty days and upon seven days' notice to the employee, provided that schedule changes shall not be made to circumvent overtime or to deny full-time employees the opportunity to work golf outings and other functions on days the Club is ordinarily closed.

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

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

Section 4.

All Employees shall be paid weekly. All gratuities due full-time and part-time employees shall be paid in the next regular weekly payroll. A copy of the voucher will be attached to the next regular weekly payroll checks showing gratuities earned per day.

Section 5.

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

Section 6.

Only bargaining unit employees shall perform the work covered by this Agreement, except during relief periods, absenteeism, sickness, rush periods and in cases of emergency.

Section 7.

- a. A full-time employee is one who is scheduled to work four (4) or more days per week.
- b. A part-time employee is one who is scheduled to work less than four (4) days per week or who is paid at the extra rate for the number of days, or hours, actually worked.
- c. To maintain health insurance as is described in Article 12, Section 55, for the period from Labor Day to Memorial Day, employees must average 32 hours per week during the season from Memorial Day through Labor Day provided there is available work.
- d. A seasonal employee is an employee hired to work from May 1 through September 15. Seasonal employees are not covered by the collective bargaining agreement and are not covered by any terms, conditions, or benefits of this agreement. Seasonal employees will not be used to supplement, not be used to displace full-time employees.

Section 8.

Part-time employees working sixteen (16) of twenty (20) consecutive weeks of four (4) or more days of seven and one-half (7 1/2) or more hours a day will become full-time employees at the discretion of the Manager only. The Club shall not deny a part-time employee available work to circumvent this section. If the Union believes that an employee was erroneously denied the status of a full-time employee, it may schedule a meeting with the General Manager to discuss the situation.

Section 9.

Part-time employees who work twenty (20) days in a rolling three-month period shall not be rejected for further work except for just cause. Any dispute under this Section may be submitted under the grievance procedure, Article 14, but if back pay is awarded, it shall be limited to actual work days lost, and in no event more than thirty (30) work days.

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

Section 1.

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

Section 2.

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

Section 3.

An employee who works more than sixty (60) minutes during a shift in a higher rated job classification shall be paid at the higher rate for all hours worked in that classification.

Section 4.

An employee can work in a lower rated job classification, provided the employee is paid the higher rate, full staffing is not required, and the work is within the same department.

Section 5.

An employee receiving a higher wage rate within the same job classification than the rate in this contract shall have that differential maintained as long as the employee occupies the same job classification at the Club. If an employee has been receiving a rate in excess of the classification rate because of increased duties or responsibilities and such duties or responsibilities are given up or removed, the Club has the right to reduce the employee's rate to the classification rate.

Section 6.

Except as provided in Section 19, no extra-contractual benefit, condition, or practice of employment, past or future, is enforceable under this Agreement by the Club or the Union unless committed to writing and signed by the employing Club and the Union, provided, that any such writing shall not be effective beyond the term of this Agreement.

Section 7.

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

Section 8.

Work schedules for full-time and part-time employees shall be posted weekly in advance of the work week. Once schedules are posted, schedules shall not be altered to circumvent the payment of overtime; provided work schedules may be altered if Club activities or events are cancelled or reduced by ten percent (10%) or more with notice given at least forty-eight (48) hours or more before the scheduled activity or event.

Section 9.

Employees may make wage assignments to any credit union designated by the Union, for purposes such as Roth IRA accounts or other purposes as arranged with the credit union by the employee.

**ARTICLE 5 –
OVERTIME PROVISIONS**

Section 1.

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

Section 2.

No overtime for sixth and seventh day, unless it is over forty (40) hours in a work week. It will then be paid at a rate of time and one-half (1-1/2) for all hours worked in excess of forty (40) hours in a work week.

A full-time employee absent from work during a work week except for an approved vacation or with permission of the Club must make up lost straight time before receiving premium pay.

Section 3.

Full-time employees may be requested, but shall not be required, to work a designated sixth (6th) or seventh (7th) day, or more than eight (8) hours in any one day, where scheduling is practical. The Club shall make this request by seniority, and if an insufficient number of full-time employees volunteer, the Club shall have the right to require the least senior full-time employees to perform the work.

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

Section 1.

Employees will be paid time and one-half (1½) for hours worked on New Year's Eve between 6:00 p.m. and midnight, and double (2) time for hours worked after midnight.

Section 2.

Employees working New Year's Eve as a sixth (6th) day will be paid double (2) time for hours worked between 6:00 p.m. and midnight, and double time and one-half (2½) for hours worked after midnight.

Section 3.

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

Section 4.

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

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

Section 1.

a. The Club shall grant vacations with pay as follows:

- 1 Year = 1 Week
- 2 - 9 Years = 2 Weeks
- 10 - 15 Years = 3 Weeks
- 16 or More Years = 4 Weeks

Any employee currently receiving five (5) weeks will continue to receive such benefit. A full-time employee must have been employed for one year and have worked at least two hundred (200) days before becoming eligible for vacation pay. A day paid is considered a day worked.

- b. Vacation pay is computed on forty (40) hours at current straight time hourly rate for each week of vacation to which the employee is entitled. For tipped or fixed gratuity employees, vacation pay shall be base weekly pay plus one hundred percent (100%) of base weekly pay. Accrual of vacation days is based on days worked, not by calendar days and normally employees eligible for vacation start accruing vacation time upon returning to work in the Spring.
- c. An employee discharged, except for proven dishonesty, who has earned, but not been paid for vacation, shall be paid one (1) days' vacation pay for each forty (40) days worked or paid times the number of weeks the employee would otherwise be entitled pursuant to subsection (a). An employee discharged for proven dishonesty shall not be entitled to this benefit.
- d. An employee who quits, or is laid off, who has earned but not been paid for vacation, shall be paid one (1) days' vacation pay for each forty (40) days worked or paid times the number of weeks the employee would otherwise be entitled pursuant to subsection (a) provided an employee who quits must give two (2) week's written notice of intention to quit to be eligible for this benefit unless a shorter time is agreed to by the manager.

Section 2.

a. Employees granted to take vacations during operational periods shall receive vacation pay at the time vacation is taken. All unused vacation shall be taken with pay when the club closes. Employees permitted to take vacation during operational periods shall take vacation in accordance with seniority. The club shall not unreasonably deny permission to take a vacation, provided that

the Club may restrict vacations during peak operational periods. employees who may take medical leaves of absence, or who are permitted to take personal leaves of absence, in operational periods, will elect at that time to take unpaid leave or consider it vacation time and receive vacation pay. Otherwise, vacation monies will be paid at the close of the Club.

- b. Employees may carry one (1) or two (2) vacation days into the following calendar year. Accrued but unused vacation at the end of a calendar year will be paid in a lump sum as soon as practical after January 15. For purposes of unemployment compensation, this lump sum payment will be treated as received by the employee in a single week.

ARTICLE 8 – HOLIDAYS

Section 1.

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

Thanksgiving Day	Christmas Day
Memorial Day	December 26th
Independence Day	New Year's Day
Labor Day	Employee's Birthday

Section 2.

If a full-time employee works a sixth (6th) or seventh (7th) day in a work week and that day falls on a designated holiday, the employee shall be paid 2 ½ times the straight time hourly rate for all hours worked.

Section 3.

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

Section 4.

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

Section 5.

A full-time employee laid off shall be paid for a holiday if it occurs within fifteen (15) calendar days of layoff, provided that an eligible full-time employee whose birthday falls anytime during a layoff

related to the Club's annual closed period shall receive payment for the birthday holiday at the time of layoff.

Section 6.

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

Section 7.

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

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

Section 1.

The Club will grant paid personal absence days as follows:

- 1 Year - 3 Days
- 2 or More Years - 6 days

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

Section 2.

Employees shall give two (2) week's written notice of taking a paid personal absence day, unless prevented by sickness, disability or emergency. Paid personal absence days shall not be taken consecutively without the permission of the club.

Section 3.

If a full-time employee does not use the personal absence days, the Club shall pay the employee for any unused days when the Club closes or add the unused days to the vacation period, at the employee's option. A paid personal absence day taken shall be paid in the work week taken. For tipped or fixed gratuity employees, personal absence pay shall be base daily pay plus one hundred percent (100%) of base daily pay.

Section 4.

An employee who quits or is laid off, and who has earned but not been paid for paid personal absence days under Section 42 (a) above, will receive payment for one (1) paid personal absence day for every sixty-six (66) days worked or paid. An employee who quits or is laid off, and who has earned but not been paid for paid personal absence days under Section 42 (b) will receive payment for one day for every thirty-three days worked or paid.

Section 5.

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

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

Section 1. Medical

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

Section 2. Personal

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

Section 3.

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

Section 4.

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

ARTICLE 11 – SENIORITY - FULL-TIME EMPLOYEES

Section 1.

- a. The Club recognizes seniority in specific job classifications and employees shall, whenever reasonably possible, be promoted, demoted, laid off and recalled to work according to length of service, provided the employee qualifies for the job classification.
- b. The Union recognizes the right of the Club to arrange its work schedules, to designate days off and to fix hours worked by employees. The Club will, whenever reasonably possible, follow seniority rights in arranging its schedules, in designating days off and hours to be worked by employees, but the Club shall not be restricted in carrying on its operations in an efficient manner or in complying with specific requests of members or guests for special assignments.
- c. An employee transferred or promoted to a new job classification shall retain and accumulate seniority in the old classification as of the date of the transfer. The employee shall earn seniority in the new classification from the date of transfer. For purposes of determining the employee's rights in the event of layoff, seniority in the new classification shall be calculated from the date of transfer to the date of layoff. Seniority in the old classification shall be from the date of entry into the old classification to the date of layoff. Employees transferred to a non-bargaining unit position lose all seniority rights after one (1) year.
- d. Seniority, for purposes of vacations, leaves of absence and paid personal absence days shall be from the employee's last date of hire.

Section 2.

New employees are probationary employees and shall not acquire seniority until they have been employed as a full-time employee for more than sixty (60) calendar days. Such probationary period may be extended for an additional thirty (30) calendar days, provided written notice to the employee and Union is given prior to the end of the original period. Upon completion of this probationary period, seniority shall be the date of hire as a full-time employee.

Section 3.

- a. Seniority rights terminate when an employee:
- b. Quits or retires;
- c. Is discharged for cause;
- d. Fails to return to work from an approved leave of absence;

- e. Is absent for three (3) consecutive scheduled days without notice except when the employee is unable to give notice due to circumstances beyond control, in which case the employee shall give notice as soon as possible, but in any event within ten (10) days;
- f. Is laid off for a period equal to seniority or one year from the date of layoff, whichever is the lesser period of time. Employees in a department of the Club working less than the full operating year shall maintain seniority from year to year equal to the number of consecutive years employed, provided they work at least sixty (60) days in each year unless laid off. Notwithstanding the foregoing, in the event the Club closes in whole or part for remodeling, renovation, repairs or similar purposes, seniority shall continue during the closed period, and the closed period shall not be considered as part of any layoff period for purposes of seniority expiration.

Section 4.

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

Section 5.

A part time employee, who has worked at least ninety (90) days and is qualified, shall have preference for a full-time position.

**ARTICLE 12 –
HEALTH - WELFARE – PENSION**

Section 1. Culinary Plan 345, Daily and Weekly Contributions

Effective January 1, 2019, the Club shall contribute two dollars and forty-eight cents (\$2.48) per day for each day, or part thereof, worked or paid, for each full-time bargaining unit employee from and after such employee's first date of employment. Contributions will be made to the UNITE HERE Health Fund.

Effective January 1, 2020, the contribution above shall be two dollars and twenty-four cents (\$2.24) per day.

Effective January 1, 2021, the contribution above shall be two dollars and twenty-four cents (\$2.24) per day.

Effective 1/1/22 the contribution above TBD.

Section 2. Culinary Plan, 345, Full-Time Employees, Monthly Contributions

Effective January 1, 2019, the Club will contribute forty-nine dollars and sixty-nine cents (\$49.69) per month of part thereof worked or paid, for each full-time employee.

Effective January 1, 2020, the monthly contribution shall be forty-four dollars and seventy-two cents (\$44.72).

Effective January 1, 2021, the monthly contribution shall be forty-four dollars and seventy-two cents (\$44.72).

Effective January 1, 2022, the monthly contribution TBD.

Effective May 1, 2009, the Club will remit only welfare contributions on behalf of full-time employees and employees classified as Worker II.

Section 3. Health Maintenance Organizations

Effective February 1, 2015, in addition to the contributions set forth in Section 54 above, all full-time employees within 90 calendar days of continuous employment, provided: such full time employee is not covered as an individual or a dependent on a comparable plan fully paid for by another employer; the Club will pay the monthly premium or part thereof for Total Health Plan, Option II, Basic \$3,000 deductible, as designated in writing by such full-time employee.

Section 4. Health Maintenance Organizations Increases

Effective April 1, 2019, the Employee will make a contribution to a maximum of ten percent (10%) of the monthly premium paid by the Club in effect April 1, 2019.

Effective April 1, 2020, the Employee will make a contribution to a maximum of ten percent (10%) of the monthly premium paid by the Club in effect April 1, 2020.

Effective April 1, 2021, the Employee will make a contribution to a maximum of ten percent (10%) of the monthly premium paid by the Club in effect April 1, 2021.

Section 5. Full-Time Employee Opt-Out

An eligible employee may elect to waive hospitalization insurance (Total Health Plan) and receive eighty dollars (\$80.00) in lieu of such protection. Proof of alternative insurance will be required to receive payment in lieu of coverage.

Section 6. Dependent Care

a. Should any full-time employee desire to cover as a dependent any person other than such employee, such full-time employee must do so at such full-time employee's individual expense.

- b. Full-time and part-time employees who are not eligible for employer paid HMO coverage in conformity with Section 58 may enroll, if eligible, at the employee's expense, paid through payroll deduction.

Section 7. Lay-off, Leave, Quit, or Discharge

- a. Upon completion of one (1) year of employment as a full-time employee, and upon work or payment for 200 or more days from date of hire as a full-time employee, the Club will pay for one month following layoff, the monthly contribution due for health maintenance organization coverage for such full-time employee as provided for in Sections 57 or 58 of this Article, and the one (1) month contribution to the culinary plan as provided in Section 56 of this Article. However, the Club may provide contributions, in a non-discriminatory manner, in excess of those required by this part of this Section.
- b. If a full-time employee is granted a leave of absence pursuant to Article 10 of this Agreement, the Club will contribute the monthly health maintenance organization contribution for such full-time employee as provided in Sections 55 or 56 of this Article, and the monthly Culinary contribution as provided in Section 54 of this Article, for not less than three (3) calendar months following the granting of such leave of absence; provided personal leaves shall be covered for only thirty (30) days.
- c. An eligible employee who quits or is discharged will not be entitled to any additional contributions as may be provided in this Section.

Section 8. Pension Program, Fund 545

Contributions to the pension program administrated by the UNITEHERE National Retirement Fund will terminate with the last paycheck received by employees in 2014. Beginning with the first paycheck received by employees in 2015, all full-time employees and employees classified as Worker II will be credited with a pre-tax, one dollar (\$1.00) per hour contribution to a 401(k) Plan.

Section 9. Funds and Trustee

The parties agree that the culinary contributions described in this Article shall be submitted monthly, along with a report of the Employer data required by the Fund(s), no later than the fifteenth (15th) day of the month following the month for which the contributions are to be made. The parties agree, that except for the provisions of Section 66 below, they are to be bound by the Agreement (s) and Declaration (s) of Trust of the Fund(s), as may from time to time be amended, and they do hereby irrevocably designate as their respective representatives on the Board of Trustees such Trustees named in said Agreement(s) and Declaration(s) of trust as Employer and Union Trustees respectively, together with their successors selected as provided therein, and agree to abide and be bound by all procedures and rules established and actions taken by the Trustees pursuant to said Trust Agreement(s). Any provision in this Agreement that is inconsistent with Agreement and Declaration of Trust, or the Plan of Benefits, Rules of Procedures established by the Trustees, shall be null and void.

Section 10. Employee Data

The contributions provided in Sections 55, 56, 57, 59 and 61 shall be paid monthly, together with a report of employee data prescribed by the Trust Funds no later than the fifteenth (15th) day of the month following the month for which they are to be made. Said employee data shall include name, address, social security number, sex, date of birth, date of hire, days or weeks of employment, length of employment and such other information as the Trustees may determine necessary in order to comply with the record keeping requirements of ERISA and/or to properly provide welfare and pension benefits to participants.

Section 11. National Health Insurance

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

Section 12.

Notwithstanding Sections 53 and 61, the Club is not required to make culinary and pension contributions for employees who are students, pension contributions per Section 60 are required upon students [starting the earlier of completing one continuous year of employment or attaining twenty-one (21) years of age.]

ARTICLE 13 – GRIEVANCE PROCEDURE - NO STRIKE - NO LOCKOUT

Section 1.

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

Step 1. Between the aggrieved employee, the steward, and the Clubs designated representative.

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

Step 3. If the grievance has not been satisfactorily settled during Step 1 or Step 2, within fifteen (15) working days following the alleged occurrence being grieved, the grieving party must reduce the

grievance to writing specifying the provisions of the collective bargaining agreement involved. Step 3 must be initiated by delivering the written grievance to the Club, not more than fifteen (15) working days after the employee becomes aware of the occurrence or such grievance shall be deemed to be without merit and barred from further consideration. Within fifteen (15) working days following the delivery of the written grievance, the Club shall deliver a written response to the Union and the Employee. Back pay liability other than wages shall be limited to fifteen (15) days from the date of the grievance. Wages shall be limited to thirty (30) days from the date of the grievance.

Step 4. If a grievance is not resolved pursuant to the grievance procedure set forth in Section 64, Step 3, either party may submit the grievance to nonbinding mediation within fourteen (14) calendar days of the Employer's Step 3 answer.

Mediation shall be scheduled as soon as reasonably possible, provided, however, that either party may refuse to proceed with mediation upon giving written Notice of Refusal to Proceed within fourteen (14) calendar days of the other party's submission to mediation. In the event of Notice of Refusal to Proceed, the grievance may be submitted to arbitration as provided in Section 1, within thirty (30) calendar days of the receipt of the Notice of Refusal to Proceed.

Step 5. If a grievance is not resolved pursuant to the grievance procedure set forth in Section 64, Step 4 above, either party may submit the grievance to arbitration within thirty (30) calendar days of the decision of the Employer under Section 64, above, or the Receipt of the Notice of Refusal to proceed with Mediation under Section 64, Step 4, above, or the conclusion of Mediation under Section 64, Step 4 above.

Section 2.

The time limits in Section 64 are material and may be waived only by written agreement in each individual grievance.

Section 3.

The arbitrator shall have no power to alter, amend, change, add or subtract from any of the terms of this Agreement, but shall determine only whether or not there has been a violation of this Agreement.

Section 4.

The Union and the Club recognize the service nature of the Club business, and the benefit to both the employees and the Club in rendering continuous and hospitable service to its members and their guests. Therefore, the Union agrees that it will not call, engage in, participate in, or sanction any strike, slow-downs, stoppage of work, or picketing or any other interference with the conduct of the Club's business, for any reason whatsoever.

Section 5.

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

**ARTICLE 14 –
MANAGEMENT'S RIGHTS**

Section 1.

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

**ARTICLE 15 –
MEALS - SHIFT DIFFERENTIAL - LOCKER ROOM**

Section 1.

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

Section 2.

The Club shall provide sanitary dressing rooms for all employees and shall provide lockers with locks, the first to be furnished free of charge for full time employees. No locker inspection shall be held without the employee or the shop steward or designee accompanied by the manager or designee. All other employees shall have a designated area for their personal belongings.

**ARTICLE 16 –
UNIFORMS**

Section 1.

Uniforms to be worn by service staff, bussers and bartenders are at the discretion of the Club. The Club will provide two (2) shirts each fiscal year (November 1 – October 31) to all service staff.

Section 2.

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

**ARTICLE 17 –
EMPLOYEE / UNION RIGHTS**

Section 1.

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

Section 2.

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

Section 3.

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

Section 4.

The Club agrees that there will be no discrimination against an employee carrying out the duties of shop steward. The Union agrees that a shop steward's duties are the presentation of grievances for members working at the Club. Such activity may be conducted during working hours if necessary, but shop stewards will not interfere with the operation of the Club's business. Work time spent in such activities by stewards will be held to the absolute minimum.

Section 5.

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

Section 6.

Duly elected delegates to Union conventions or assemblies shall be excused from work, without pay, for the purpose of attending such convention or assembly without any loss of rights or privileges, upon not less than thirty (30) days advance notification for such convention. Time off for local conventions

shall not exceed seven (7) calendar days and time off for International conventions shall not exceed fifteen (15) calendar days.

Section 7.

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

Section 8.

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

**ARTICLE 18 –
SAVING PROVISION**

Section 1.

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

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

Section 1.

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

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

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

Section 1.

A full-time employee must have been employed for one year and have worked at least two hundred (200) days before becoming eligible for bereavement leave. A day paid is considered a day worked. If a full-time employee's father, mother, sister, brother, son, daughter, current spouse, grandparent, legal guardian, or child or parent of current spouse dies, a bereavement leave of not more than three (3) consecutive regularly scheduled work days with pay shall be granted for purposes of attending the funeral. In the event the funeral is two hundred (200) miles or more from the Club a steady employee attending the funeral shall be granted five (5) consecutive regularly scheduled work days with pay for purposes of attending the funeral. For tipped or fixed gratuity employees, bereavement pay shall be base daily pay plus one hundred percent (100%) of base daily pay per day of leave.

**ARTICLE 21 –
LABOR-MANAGEMENT CO-OPERATION**

Section 1.

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

We mutually recognize that:

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

**ARTICLE 22 –
SALE OR TRANSFER LANGUAGE**


Section 1.

In the event that the Employer sells or assigns its business or in the event that there is a change in the form of ownership, the Employer shall give the Union reasonable advance notice thereof in writing.

**ARTICLE 23 –
TERM OF AGREEMENT**

This Agreement is effective April 1, 2019, and continues through January 31, 2022 and from year to year thereafter, unless either party serves notice in writing by certified mail on the other party not more than ninety (90) calendar days, nor less than sixty (60) calendar days prior to January 31, 2022 or any subsequent anniversary date. Upon giving notice, this Agreement shall terminate January 31, 2022 or subsequent anniversary.

Forest Lake Country Club



Tares Strychar
General Manager

8.30.19

Date

UNITEHERE! Local 24



Charlesetta Wilson
Union Representative

8/30/19

Date

**SCHEDULE A –
KITCHEN EMPLOYEES**

	4/1/19 Daily	4/1/20 Daily
Sous Chef	\$128.52	\$131.32
Night Chef	\$128.02	\$130.82
Second Cook	\$128.02	\$130.82
Other Cooks & Butchers	\$124.52	\$252.54
Kitchen Steward	\$121.02	\$123.82
Storeroom	\$117.52	\$120.32
Head Pantry	\$118.77	\$121.57
Pantry Person	\$117.52	\$120.32
Half-Way House	\$128.52	\$131.32
Utility Worker	\$128.02	\$130.82

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

Newly hired employees may be hired at 85% of the rate in effect at the time of hire and must be employed a minimum of nine (9) months before receiving an annual March 1st increase.

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

Head Bartender - Wage or salary rates to be negotiated individually, with verification to be submitted to the Union. In other respects, this Agreement applies, except as modified by Section 20.

	4/1/19 Daily	4/1/20 Daily
Bartender	\$103.32	\$105.32
Bartender, Part-Time	\$105.35	\$107.35

OTHER SPECIFIC WORKING CONDITIONS

In the event tips or gratuity are added to bar checks by members or their guests at the time of service and are billed to the member or guest when only bartenders are involved in service, said tip or gratuity shall be given to the bartender, but this shall not apply to service charges subsequently added by the Club, which charges shall not be construed as a tip or gratuity in accordance with the terms of this provision.

Schedule B employees may be scheduled for less than eight (8) hours pursuant to Section 4 (b) and 4 (c) only.

Newly hired employees may be hired at 85% of the rate in effect at the time of hire and must be employed a minimum of nine (9) months before receiving an annual March 1st increase.

**SCHEDULE C –
STAFF PERSONNEL**

	4/1/19 Daily	4/1/20 Daily
Housekeeper	\$119.52	\$122.32
Houseperson	\$118.52	\$121.32
Janitor/Porter	\$118.52	\$121.32
Locker Room, Non-Tipped	\$117.52	\$120.32
Maintenance Persons	\$124.52	\$127.32

OTHER SPECIFIC WORKING CONDITIONS

Newly hired employees may be hired at 85% of the rate in effect at the time of hire and must be employed a minimum of nine (9) months before receiving an annual March 1st increase.

**SCHEDULE D –
WAIT STAFF AND BANQUET PERSONNAL -
FIXED GRATUITY CLUB**

	4/1/19 Hourly	4/1/20 Hourly
Servers	\$4.86	\$5.11

See Addendum for additional server compensation.

Maître D' - Wage or salary rates to be negotiated individually, with verification to be submitted to the Union. In other respects, this Agreement applies, except as modified by Section 20.

Head Server - Wage or salary rates to be negotiated individually, with verification to be submitted to the Union. In other respects, this Agreement applies, except as modified by Section 20.

Gratuity of 16% to be distributed as follows:

15.5% to Servers

2% as follows: A minimum of 1/2% to bus persons, balance to be distributed and pro-rated to captains, host/hostess, maître D' and supervisory employees in dining room as determined by the Club.

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

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

	4/1/19 Daily	4/1/20 Daily
Bus Person (hire-in rate)	\$45.20	\$47.20
Bus Person 4 hours or less	\$23.80	\$25.80
Captain	\$50.72	\$52.72
Sub-Captain	\$48.02	\$50.02
Host Person	\$50.72	\$52.72

OTHER SPECIFIC WORKING CONDITIONS

Dining room employees shall be permitted to work split shifts.

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

Eight (8) hour employees may be scheduled for shifts of less than eight (8) hours only in conformity with Section 4 (b). Management shall make every reasonable effort to staff banquets as follows:

1 Server per 20 guests - Breakfast and Lunch

1 Server per 16 guests - Dinner and Supper functions.

The Club shall prepare and post a list of all special functions and the prices to be charged therefore. A newly hired server assigned to "shadow" an experienced server for training purposes will not participate in the gratuity pool and will be paid \$6.50 per hour. A newly hired server may be in this "shadow" training status for up to two weeks. Servers who attend staff meetings shall be paid \$9.75 per hour.

LETTER OF UNDERSTANDING 1

February 4, 2004

Forest Lake Country Club will extend welfare payments for full time employees who are on leave, medical or other. The criteria for consideration of such an extension would be:

- Six (6) full months of full-time employment
- Job performance
- Attendance
- The Club's financial position

Signed by Randy Burgess
General Manager
Forest Lake Country Club

LETTER OF UNDERSTANDING 2

February 20, 2003

Mr. Samuel Moore
Vice President
Hotel Employees & Restaurant Employees
Local 24
9339 Middlebelt Road
Romulus, MI 48174

Dear Mr. Moore:

During the bargaining leading to a new Collective Bargaining Agreement with Forest Lake Country Club, the parties discussed the elimination of the "Transportation for Part-Time Employees" provision contained in Article 7, Section 31 and the negative impact such elimination would have on Cynthia Liska, a long-service, part-time employee. It was agreed that she would be "grandfathered" and the provisions and schedule contained in the expired (5/1/1999 - 2/28/03) C.B.A. would apply to her as long as she remains eligible in her current part-time position.

Very truly yours,

Randy Burgess
signed by Cynthia Liska

WORKER II

Gary Thompson maintains his status as a Worker II and will accrue paid personal days on the same basis as full-time employees.