

**COLLECTIVE BARGAINING
AGREEMENT**

BETWEEN

PLUM HOLLOW COUNTRY CLUB

AND

UNITEHERE!** LOCAL 24
AFL-CIO**



JANUARY 30, 2025 THROUGH JANUARY 29, 2028

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AGREEMENT

THIS AGREEMENT, made as of the — day of December 2024, between Plum Hollow Country Club, referred to as the "Club", and UNITEHERE! Local 24 AFL-CIO, referred to as the "Union".

ARTICLE 1 - RECOGNITION - UNION MEMBERSHIP EMPLOYEE HIRING

Section 1.1 – Recognition.

- a. The Club recognizes the Union as the exclusive bargaining representative for the purpose of collective bargaining with respect to rates of pay, hours of work and other conditions of employment for employees in classifications set forth in Schedule A attached and made 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.
- c. The parties to this Agreement recognize that regardless of classification, all employees will perform the assigned tasks necessary to provide first quality and efficient service. The parties also agree to continue the practice of offering coat check work to Locker Room Attendants, as the Club has done in the past.

Section 1.2 – Union Membership.

- a. The Employer agrees that it is a condition of employment that all employees of the bargaining unit covered by this Agreement who are members of the Union in good standing on the date of the execution hereof, shall remain members in good standing, and that all employees of the bargaining unit covered by this Agreement who are not members of the Union on the date of the execution hereof shall, on the 31st day following the effective date of this Agreement, become and remain members in good standing of the Union or pay applicable service fees determined by the Union.
- b. All new employees of the bargaining unit covered by this Agreement shall become and remain members in good standing of the Union on the 30th day following the first day of their employment, or pay applicable service fees determined by the Union, throughout the period of their employment with the Employer.
- c. In the event any employee fails to tender his/her membership dues, or initiation or reinstatement or service fees in accordance with the foregoing subsections, Employer agrees, upon written notification by the Union, to discharge said employee, within five (5) calendar days from the date of the receipt of such notification. The Union shall send said notice to the Employer by certified mail.
- d. The Union shall indemnify and hold harmless the Employer against any and all claims,

demands or other forms of liability, which may arise out of, or by reason of, any action taken by the Employer at the request of the Union in accordance with the provisions of this Article, except for liability, damages, or loss caused by the Employer's willful and intentional malfeasance.

Section 1.3 – Employee Line-Up Referral.

The Club shall honor and effectuate the payroll deduction authorization card attached to this Agreement, and incorporated herein by reference, for each employee who signs said card, for such period as each authorization is in effect. The Club shall deduct for each payroll or at such intervals/times otherwise designated by the Union. The parties acknowledge that the cost of establishing and administering payroll deduction has been taken into account by the parties in the negotiation of their economic terms of this Agreement. The Club will send to the Union electronically on a monthly basis, a list of the members in the bargaining unit that includes the following information: names, addresses, job classifications, hire date, social security numbers (sent encrypted) and employee identification numbers. The parties agree that it is the Union's responsibility to notify and educate bargaining unit employees regarding applicable union dues and service fees. The Union shall also provide documentation to the Employer to distribute to bargaining unit employees upon hire discussing union dues and service fees.

**ARTICLE 2 –
WORK WEEK HOURS OF WORK REPORTING FOR WORK
DEFINITION OF FULL-TIME, PART-TIME AND SEASONAL
EMPLOYEES LESS THAN EIGHT-HOUR SCHEDULES**

Section 2.1

- a. Eight (8) hours of work shall constitute a workday and five (5) days shall constitute a work week for full-time employees, as hereafter defined. This shall not be construed as the minimum or maximum number of hours or days of work for full-time employees.
- b. During the period that the Club is open between Labor Day and Memorial Day, the Club will schedule full-time, , and regular part-time employees a minimum of four (4) hours on any workday, but will endeavor to schedule eight (8) hours of work on a workday for a full-time employee when eight (8) hours is available. The Club will not schedule two four (4) hour employees when the work can be done by one eight (8) hour employee.
- c. The Club will maximize work assignments for full-time employees up to the five (5) day work week. Part-time and Seasonal employees will be used to supplement, not to displace full-time employees. Part-time and Seasonal will not be scheduled when full-time employees are on layoff. 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.

Section 2.2

The Club shall not be required to designate days off for each full-time or employee.

Section 2.3

The Club shall have the right to change one or both days off for full-time employees and designate other days as the scheduled days off for full-time employees once every forty five (45) days and upon seven (7) days notice to the employee, provided that schedule changes shall not be made to circumvent overtime or to deny full-time employees the opportunity to work golf outings and other functions on days the Club is ordinarily closed.

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 2.4

All employees shall be paid weekly. All gratuities due full-time and part-time employees shall be paid in the next regular weekly payroll.

Section 2.5

An employee reporting for scheduled work shall be guaranteed a minimum of four (4) hours work, or pay, at the Club's option 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 but not less than four (4) hours at the employee's regular rate of pay for the day.

Section 2.6

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

Section 2.7.

- a. A full-time employee is one who is regularly scheduled to work thirty (30) or more hours per week.
- b. A part-time employee is one who is regularly scheduled to work more than sixteen (16), but less than thirty (30) hours per week.
- c. A seasonal employee is an employee who is employed by the Club for the summer season or off season. Seasonal employees are not members of the bargaining unit and are not covered by any terms, conditions, or benefits of this Agreement.
- d. The Club will maximize work assignments for full-time employees up to the five-day work week and shall give full-time employees priority for additional available work (golf outings,

special functions, etc.) by seniority. Priority for available work shall be as follows: to full-time employees first, then to part-time employees. Part-time employees shall have priority for available full-time positions for which they are qualified as long as they have notified management in writing of their desire to become full-time.

- e. Part-time employees shall have seniority amongst themselves. The Club shall maintain a list in seniority order for scheduling. The Club shall schedule part-time employees by seniority based on availability.
- f. Transfer between full-time, and part-time within the same classification: When an employee is involuntarily transferred from full-time to part-time, the employee shall be placed at the top of the part-time seniority list for purposes of scheduling. When an employee voluntarily transfers from full-time to part-time, the employee shall be placed at the bottom of the part-time seniority list for the purposes of scheduling. When an employee transfers from part-time to full-time, the employee shall be placed at the bottom of the full-time seniority list for purposes of scheduling.

Section 2.8

- a. A full-time employee is defined as an employee who works and/or is paid an average of at least (30) hours per week. The average number of weekly hours shall be measured each calendar quarter. An employee shall not lose full-time status unless the employee fails to meet this (30) hour definition for (2) calendar quarters beginning in April and ending on December 31.
- b. A part-time employee is defined as any regular employee who does not meet the full-time definition. To be reclassified as full-time, a part-time employee must pass the above-described quarterly full-time test for (2) calendar quarters and request a change of status in writing. A full-time employee who does not meet the above-described quarterly full-time test for (2) calendar quarters will revert back to part-time status.
- c. However, a full-time employee shall not be evaluated for the purpose of the employee's status during the slow period or "off season" (January through March) when the Club is frequently closed.
- d. The status of all full-time employees of Plum Hollow Country Club, who are in good standing, maintaining full time status, and are working as needed, is protected and will only change as provided in this Article. A full-time employee's status will not change as a result of circumstances that are in the control of the Club. This may include, but is not limited to, temporary operational shutdowns due to extended discretionary construction projects (unrelated to casualty), ongoing extended maintenance (unrelated to casualty), or other such actions that the Club is voluntarily taking for the betterment of Plum Hollow Country Club and its future. In the event of circumstances that are not within the control of the Club, e.g. natural disasters, floods, health crisis (including pandemics, quarantines or other public health event), governmental lockdowns or shutdowns, martial law or other situations that are not caused by PHCC or within the Club's control, it is understood that PHCC will make decisions that are in the best interest of the Club.

Section 2.9

Part-time employees who work twenty (20) days shall not be rejected for further work except for just cause. Any dispute under this Section may be submitted under the Grievance Procedure, 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. There will be no pay for time not worked. The Club will offer other unscheduled work to such aggrieved employees affected by violation of this section.

**ARTICLE 3 –
MERIT INCREASES SCHEDULE OF WAGE RATES
AND SPECIFIC WORKING CONDITIONS**

Section 3.1

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

Section 3.2

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

Section 3.3

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

Section 3.4

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

Section 3.5

An employee receiving a higher wage rate within the same job classification, then the rate in this contract shall have that differential maintained as long as the employee occupies the same job classification at the Club. New over scale wages are enforceable only if authorized by the Club in writing. The Club will notify the Union in writing of such over scale wages within a reasonable time.

Section 3.6

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

Section 3.7

Employees hired will be paid not less than the rates listed in Schedule B from date of hire.

Section 3.8

Work schedules for full-time employees shall be posted weekly in advance of the work week. Schedules shall not be altered to circumvent the payment of overtime. Settlement of successful grievances under this provision will be the offer of unscheduled additional work. There will be no pay for time not worked.

**ARTICLE 4 –
OVERTIME PROVISIONS**

Section 4.1

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

Section 4.2

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

**ARTICLE 5 –
NEW YEAR'S EVE OVERTIME PROVISIONS -
ALL EMPLOYEES**

Section 5.1

Employees working New Year's Eve as a sixth (6th) day worked within a work week will be paid double (2) time for hours worked between 6:00 p.m. and midnight and double time and one-half (2 1/2) for hours worked after midnight. Employees called in, and who work as required, on New Year's Eve or New Year's Day, will receive, in addition to Holiday Pay, a full pay add-on, totaling Double Time for all scheduled hours worked.

**ARTICLE 6 –
VACATIONS - FULL-TIME EMPLOYEES**

Section 6.1

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

After 1 Year	1 Week
After 2 to 7 Years	2 Weeks
After 3 to 15 Years	3 Weeks
After 16 Years	4 Weeks

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

- (a) Vacation pay is computed as forty (40) hours at the current straight time hourly rate for each week of vacation to which the employee is entitled. For a tipped employee, vacation pay is computed by multiplying forty (40) hours times two hundred twenty five percent (225%) of the tipped employee's current straight time hourly rate for each week of vacation to which the tipped employee is entitled.
- (b) An employee discharged, except for proven dishonesty, who has earned, but not been paid

for vacation, shall be paid for vacation at the rate of 1/12 of the employee's annual allotment, pursuant to the appropriate schedule in Section 24(a), for each month worked during that anniversary year, provided that an employee who has worked or been paid for 200 days or more in that anniversary year shall be entitled to that employee's full allotment. An employee discharged for proven dishonesty shall not be entitled to this benefit.

- (c) An employee who quits, or is laid off, who has earned, but not been paid for vacation, shall be paid for vacation at the rate of 1/12 of the employees' annual allotment, pursuant to the appropriate schedule in Section 31(a), for each month worked during that anniversary year, provided that an employee who has worked or been paid for 200 days or more in that anniversary year shall be entitled to that employee's full allotment

Section 6.2

Employees shall receive the amount of vacation pay to which they are entitled on the last paycheck before Christmas. Employees will be required to take vacation time during the annual shutdown. Vacation days may be used to supplement hours during the Club's slowdown period. Vacation shall be granted, and not unreasonably withheld, outside of the period of May 1 through December 15.

Section 6.3

All employees who are eligible for holiday pay and work as scheduled on those holidays will receive holiday pay and an additional straight time pay for working that holiday, effectively receiving 2x's pay for all scheduled hours worked. Those holidays are the Fourth of July, Mother's Day, Memorial Day and Labor Day, and the Employee's birthday. New Year's Day is covered in Section 23.

Section 6.4

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

Section 6.5

A full-time employee is eligible for holiday pay after acquiring ninety (90) calendar days of seniority.

Section 6.6

An otherwise eligible full-time employee who is laid off, shall be paid for a holiday if it occurs within fifteen (15) calendar days of lay-off.

Section 6.7

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

Section 6.8

If a full-time employee is scheduled to work on an eligible holiday and is not on an approved vacation or other leave, and fails to work, that employee forfeits holiday pay.

Section 6.9

Part-time, will be paid one and one-half times their regular rates for time worked on a holiday.

**ARTICLE 7 –
PAID PERSONAL ABSENCE DAYS
FULL-TIME EMPLOYEES**

Section 7.1

(a) A full-time employee will be entitled to paid personal absence days in accordance with the following schedule:

After 1 Year	-	1 Day
After 2 Years	-	2 Days
After 3 Years	-	3 Days

(b) A full-time employee must have been employed for one (1) year and have worked at least two hundred (200) days before becoming eligible for paid personal absence days. A day paid is considered a day worked for the purpose of personal day eligibility. For a tipped employee, pay for personal days is computed by multiplying eight (8) hours times two hundred twenty-five (225%) percent of the employee's current straight time hourly rate.

Section 7.2

Employees shall give a minimum of one week's advance written notice of taking a Paid Personal Absence day, except for absence due to sickness, disability, or emergency. The Club may reasonably require appropriate and specific documentation of sickness, disability, or emergency, within two days after the absence, as a condition of granting the request to use a paid personal absence day. In determining when to require documentation, the Club may consider the timing and nature of the absence, the employee's attendance record, and other individual circumstances, and may use its discretion as warranted by individual circumstances, in a reasonable manner. Paid Personal Absence days shall not be taken consecutively without Club permission. It is also understood that the granting of a Paid Personal Absence day in one case, without requiring a doctor's note or other documentation, will not be raised against the Club in a subsequent case. Nothing in this Section shall bar access to the grievance procedure.

Section 7.3

If a full-time employee does not use any of his or her personal absence days, the Club shall pay the employee for any unused days when the Club closes. A paid personal absence day taken shall be paid in the work week taken.

Section 7.4

Any employee who quits, or is laid off, or is discharged without cause, will be paid whatever vacation pay that employee would have been eligible for on that last day worked as though he/she had not been terminated.

Section 7.5

An employee who quits without giving one (1) week written notice, or who is discharged for proven dishonesty or who is discharged for just cause, shall not be entitled to any unused paid personal absence days.

**ARTICLE 8 –
LEAVES OF ABSENCE - FULL TIME EMPLOYEES**

Section 8.1 - 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 reasons of bona fide illness or disability, including pregnancy. Such leaves shall not affect the employees' seniority rights. When medical evidence is presented and additional leave is required, seniority will accrue for an additional three (3) months only.

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

Section 8.2 - 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. Under no circumstances will leave be allowed to accept employment elsewhere.

Section 8.3

Any employee going on approved leave may elect to take whatever vacation pay is available to that employee at the commencement of the leave, just as though the leave-granted" employee were to be taking vacation.

Section 8.4

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

Section 8.5 - Military Leave.

Military Leave will be granted according to prevailing federal law. There will be no negative effect on seniority, and seniority accrues as if the employee had never left the job. However, annual vacation pay, holiday pay and personal days will NOT accrue during Military Leave.

ARTICLE 9 – SENIORITY - FULL-TIME EMPLOYEES

Section 9.1

- (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) Seniority, for all purposes in this Agreement, begins on the date of entry to full-time status. Employees transferred or promoted out of the bargaining unit may return to the bargaining unit at any time with the understanding that their former seniority date will be adjusted to reflect the time out of the unit.
- (d) Seniority for purposes of vacations, leaves of absence and paid, personal absence days shall be from the employee's last date of hire.
- (e) The provisions of Section 44 do not apply to part-time employees. To the extent that part-time employees may have been scheduled by seniority in the past, the practice will no longer be followed.

Section 9.2

New employees are probationary employees and shall not acquire seniority until employed as a full-time employee for more than ninety (90) calendar days. Upon completion of this probationary period, seniority shall be date of hire as a full-time employee.

Section 9.3

Seniority rights terminate when an employee:

- (a) Quits or retires;
- (b) Is discharged for cause;
- (c) Fails to return to work from an approved leave of absence;
- (d) Is absent for three (3) consecutive scheduled days without notice except when the employee is unable to give notice due to circumstances beyond his or her control, in

which case the employee shall give notice as soon as possible, but in any event within ten (10) days;

- (e) Is laid off for a period equal to seniority or one year from the date of layoff, whichever is the lesser period of time. Employees in a department of the Club working less than the full operating year 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.

Section 9.4

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

Section 9.5

A part-time employee who has worked at least twenty (20) days and is qualified shall have preference for a full-time position.

Section 9.6

A list of current full and part-time employees and seniority or hire dates will be posted on or about May 1 and September 1.

**ARTICLE 10 –
HEALTH – WELFARE - PENSION PROGRAM**

Section 10.1 – Culinary Plan, 345, Worker II Employees.

The Club will no longer make contributions to the Fund on behalf of employees classified as part-time or seasonal.

January 1, 2024 is \$1.74; January 1, 2025 is \$1.74; January 1, 2026 is \$1.74 and January 1, 2027 is \$1.74.

The parties agree and understand that, if the appropriate welfare contribution rates are not paid, the trustees of the Fund may eliminate benefits to otherwise eligible Participants and terminate the employer's participation pursuant to paragraph 1.1 of the Fund's Minimum Standards.

Section 10.2 – Culinary Plan, 345, Full-Time Employees.

On the first day of the first full month, and beginning with that full month, following ninety (90) calendar days of employment as a full-time employee, the Club will contribute \$40.25 per month for each full-time employee, effective January 1, 2024. Rate effective January 1, 2025 is \$40.25; January 1, 2026, is \$40.25 January 1, 2027 is \$40.25.

The parties agree and understand that, if the appropriate welfare contribution rates are not paid, the Trustees of the Fund may eliminate benefits to otherwise eligible Participants and terminate the employer's participation pursuant to paragraph 1.1 of the Fund's Minimum Standards.

Section 10.3 – Health Care.

The Club will assist any eligible unit employee who elects to participate in the then-current salaried employee health care plan with a contribution of 60% of the employee's health insurance premium, paid directly to the carrier (to avoid any tax implications to the unit employee) for every month of eligibility for health care as enumerated in this Agreement. Employee shall be responsible for payment of the remaining 40% of the employee's health insurance premium.

Section 10.4 – Full-Time Employee, Monthly Culinary 345.

Whether insured under a health maintenance organization, or covered as an individual or a dependent upon a comparable plan, the Club will continue the appropriate monthly culinary contribution referred to in Section 50 above.

Section 10.5 – Dependent Care.

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

Section 10.6 – Section 125 Self-Payment Plan.

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

Section 10.7 – Brand-Name Prescription Reimbursement.

The terms and conditions of the salaried employee health care plan will apply exactly to unit employees who choose to participate. There will be no co-pay or deductible re-imbusement except the \$350.00 premium reduction paid by the Club.

Section 10.8 – Layoff Leave, Quit or Discharge.

- a. Upon completion of one (1) year of employment as a full-time employee, and upon work or payment for 1500 or more hours 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 51 and 52 of this Article, and the one (1) month contribution to the culinary plan as provided in Section 50 of this Article. However, the Club may provide contributions, in a non-discriminatory manner, in excess of those required by this part of this Section. Provided further, the Club shall continue coverage year round, including during the Club's annual closed period for any full-time employees who work as full-time

employees for eight (8) months or more in a calendar year, so that there will be no gap in the Club-paid coverage provided under this Agreement. This provision applies to the employees who participate in the salaried employee's health care plan.

- b. If a full-time employee is granted a leave of absence pursuant to this Agreement, the Club will contribute the monthly health maintenance organization contribution for such full-time employee as provided in Sections 51 and 52 of this Article and the monthly culinary contribution provided in Section 50 of this Article, for no less than three (3) calendar months following the granting of such leave of absence. This section applies to the culinary contribution and participants in the salaried employee's health care plan only.
- 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 10.9 – Pension Program, Fund 545.

Effective August 1, 2018, the Club will contribute, in addition to the health and welfare contributions provided in this Article, \$2.02 per hour or part thereof, worked or paid for each bargaining unit employee classified as a full-time employee, to the National Retirement Fund, pursuant to an indenture of trust establishing such fund. Any additional increases to be determined by the vote of the Trustees.

8/1/24	2.74
8/1/25	2.74
8/1/26	2.74
8/1/27	2.74

There will be no pension contributions for full-time employees for the first ninety (90) days of employment, or for part-time employees promoted to full-time for the first ninety (90) days after promotion.

Section 10.10 – Funds and Trustees.

The parties agree that the culinary and pension 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 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 the Agreement and Declaration of Trust, or the Plan of Benefits, rules or procedures established by the Trustees, shall be null and void.

Section 10.11 – Employee Data.

The contributions provided in Sections 50, 51, 52, 53, 54 and 58 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 10.12 – Student Intern Exception.

Notwithstanding Sections 49 and 50, the Club is not required to make any culinary contributions for employees who are students.

**ARTICLE 11 –
GRIEVANCE PROCEDURE - NO STRIKE - NO LOCKOUT**

Section 11.1

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 Club's designated representative.

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

Step 3 If the grievance has not been satisfactorily settled during Step 1 or Step 2, within fifteen (15) working days following the alleged occurrence being grieved, the grieving party must reduce the grievance to writing specifying the provisions of the collective bargaining agreement involved. Step 3 must be initiated by delivering the written grievance to the Club, not more than fifteen (15) working days after the employee becomes aware of the occurrence or such grievance shall be deemed to be without merit and barred from further consideration. Within fifteen (15) working days following the delivery of the written grievance, the Club shall deliver a written response to the Union and the employee.

Step 4 Mediation. If no agreement is reached at Step 3, both parties shall agree to non-binding mediation of the grievance case in an effort to resolve the dispute before going to arbitration. The Club and Local 24 shall give good faith consideration to the finding of the Mediator. The Mediator shall be requested from the Federal Mediator and Conciliation Service at no cost to either party.

Step 5. If the grievance has not been settled in Step 4, the grievance may be referred to arbitration by the Union. Arbitration must be initiated by delivering a written demand for arbitration to the Club. Following the written demand, a single arbitrator, whose decision shall be final and binding, shall be selected in accordance with the policies,

functions and procedures of the Federal Mediation Conciliation Service. The parties shall share the costs and fees of the arbitrator equally, and shall pay their own respective costs.

Section 11.2

The time limits in Section 61 are material and may be waived only by written agreement in each individual grievance.

Section 11.3

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 11.4

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, slowdowns, stoppage or work, or picketing or any other interference with the conduct of the Club's business, for any reason whatsoever.

Section 11.5

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 12 –
MANAGEMENT'S RIGHTS**

Section 12.1

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 13 –
MEALS - SHIFT DIFFERENTIAL - LOCKER ROOM**

Section 13.1

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 (1/2) hour for each meal. The station of an employee during their meal period shall be covered by another employee whenever necessary. If no other employee is available to cover the station of an employee while eating, such employee shall return to the station to take care of any service that is necessary.

Section 13.2

Midnight shift employees will receive a \$75.00 bonus payment in lieu of a \$0.10/hr differential at the end of the season. These are employees regularly assigned to work 11:00 p.m. until 7:00 a.m.

Section 13.3

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

**ARTICLE 14 –
UNIFORMS**

Section 14.1

Black dress, white collar, white cuffs, and apron, or white dress, and white apron or, black pants, black coat, white or black shirt, and black tie shall be considered the regulation waitress uniform. Black pants, black coat, white or black shirt, and black tie shall be considered the regulation waiter uniform. Black pants, black coat, white or black shirt, and black time shall be considered the regulation bartender uniform. All other uniforms required shall be furnished by the Club.

Section 14.2

The Club shall furnish and launder kitchen uniforms it requires employees to wear. The Club will make aprons available to employees working in the kitchen.

**ARTICLE 15 –
EMPLOYEE/UNION RIGHTS**

Section 15.1

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

Section 15.2

No Union meetings will take place on Club property without the express permission of the Club's representative. This shall not preclude the visitation by a Union representative with individual Union employees, provided the representative provided the Union representative announces his/her arrival to the General Manager or his/her designee or Manager on Duty.

Section 15.3

The parties are bound by the provisions of the National Labor Relations Act regarding protected activity. However, the business of the Club is the highest priority, If there is a dispute, it is advisable to grieve and attempt to settle the matter through the grievance procedure above. Any

employee who fails to follow this procedure and instead goes directly to a Club member, Board member, Board President or past President to attempt to adjust a grievance, will subject themselves to discipline up to and including discharge.

Section 15.4

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 15.5

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 riot 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 15.6

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

Section 15.7

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.

Section 15.8

A Joint labor-management committee shall meet for the purpose of discussing matters that would positively improve the workforce, labor-management relations, and the Club's operations and business. Such meetings shall include representatives from the Union and Management. Local 24 designate the representatives to participate in these meetings, and likewise, the Club shall designate participants from management. A written agenda shall be given to management/union in advance of the meeting. The committee shall meet not more often than once per quarter, unless otherwise mutually agreed. Both the Club and the Union shall give good faith consideration to the views expressed in the meetings. Both parties (GM/Union Representative on record) shall respond to the other's agenda items in writing within fourteen (14) days after the meeting.

**ARTICLE 16 –
SAVING PROVISION**

Section 16.1

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 17 –
JURY DUTY - FULL-TIME EMPLOYEES**

Section 17.1

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 for

the purpose of eligibility for jury duty pay.

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 18 – BEREAVEMENT LEAVE — FULL-TIME EMPLOYEES

Section 18.1

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 for the purpose of eligibility for bereavement pay. Tipped employees will be paid six dollars (\$6.00) per hour for all hours paid for bereavement leave.

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, the full-time employee attending the funeral shall be granted five (5) consecutive regularly scheduled work days with pay for purposes of attending the funeral.

ARTICLE 19 – SHADOW TRAINING RATE

Section 19.1

Newly hired wait staff assigned to "shadow" experienced wait staff for training purposes will not participate in the gratuity pool and will be paid at least the minimum wage per hour. Newly hired wait staff may be in this "shadow" training status for up to two (2) weeks.

**ARTICLE 20-
TERM OF AGREEMENT**

This Agreement is effective three (3) years from the date of ratification.


IN WITNESS WHEREOF, the parties hereto have caused their names to be subscribed by their duly authorized officers and representatives on this ___ day of _____, 2025.

PLUM HOLLOW COUNTRY CLUB



By: Richard Burkardt
Its: Executive Director

UNITE HERE LOCAL 24



By: Heidi Hughes
Its: Organizing Director

**SCHEDULE A -
CLASSIFICATIONS AND MINIMUM WAGE SATES**

Cook	\$20.00
Pantry	\$17.50
Utility	\$16.50
Housekeeper	\$16.50
House person	\$16.50
Locker Room Att.	\$17.00
Pastry Chef	\$20.00
Garde Manger	\$18.50
Purchaser	\$20.00
Wait Staff	\$5.00
Bartender	\$17.00

Utility workers include Silver Polishers, Pot washers, Dishwashers, Runners, Garbage Men, Glass washers, Kitchen Person, Ice Persons, Coffee Makers, Vegetable Preparers, and General Kitchen Cleaning.

Upon ratification, employees with twelve (12) years of service or more shall receive the following wage increases:

Non-tipped	\$1.75
Tipped	\$1.25

All employees shall have their wages raised to the minimum wage rate for their classification.

If an employee's hourly wage is above the minimum rate and he/she has less than twelve (12) years of service, he/she shall receive a \$200.00 ratification bonus. That employee would then receive the following wage increases in 2025 and 2026.

Hourly wage increases effective April 1, 2025:

Non-Tipped:	\$.45 per hour
Tipped:	\$.40 per hour

Hourly Wage increases effective April 1,2026:

Non-tipped:	\$.50 per hour
Tipped:	\$.45 per hour

**SCHEDULE B -
RATES FOR EMPLOYEES**

A. Non-Tipped Employees

Minimum Hiring Rates - \$3.00 per hour below the current classification rate with the following progression:

\$.50 per hour increase after 90 days

\$.50 per hour increase after 1 year

Increase to current classification rate by 1st day of 3rd year.

B. Wait staff

*Minimum Hiring Rate - \$3.00 per hour

\$.25 per hour increase after 1 year

\$.25 per hour increase after 2 years

Increase to current classification rate by 1st day of 3rd year.

*These rates shall be increased in accordance with Michigan state or Federal minimum wage laws.

SCHEDULE C – GRATUITY ALLOCATION

1. A la Carte Food and Beverages

<u>A. Regular Dining/Beverages</u>	<u>Gratuity Distribution</u>
Food and Beverage served by Wait staff in the Dining Room, Card Rooms or Patio	Wait staff 16.5% Bartenders .75%
<u>B. Regular Bar</u> Food served by Bartenders at the Bar or in the Locker Room Bartender (Pooled) Drinks served by Bartender at the Bar or in the Locker Room There shall be a separate tip pool for A la Carte Bar and Locker Room. Bartenders shall receive 15% gratuity for all food and liquor sales at their Bar.	15% House
<u>C. Locker Room Dining/Beverages</u> Food Served by Locker Room Attendants Locker Room Attendants Drinks Served by Locker Room Attendants Add: All bargaining unit employees shall share in the gratuity based on food sales. (This is a reference to Daniel Quintero and Jose Hernandez)	15% House
<u>D. Other Sites</u> 14 th Stand Pool Snack Stand	House House

2. **Banquets**

All food	Wait staff 17%
All beverage	Bartender 0% Bartender 2%; Server 16.5%;
Add: With the elimination of the Bus Person position, those displaced Bus Persons shall be guaranteed a Banquet Houseperson position, or a Server position, based on the requisite training, if necessary, in order of Club seniority.	
<ol style="list-style-type: none"> 1. Bartenders pool any gratuity earned from the above schedule on a weekly basis. 2. Wait staff and Bus persons continue to split all gratuities allocated per the above distribution from separate weekly pools, among all Wait staff persons working that day. Each individual's share is calculated by dividing the total gratuity in the appropriate pool each week by the total hours worked by each classification and then multiplying that number by the number of hours worked by each employee on that day. The club shall provide daily reporting to employees regarding the amount of sales and attendant gratuities. 	

3.

- a. A la Carte shall be separated from the Banquet events.
- b. A list of all events, individually, with the dollar amount of sales for all events daily.
- c. Total service charge to the Club members daily
- d. Hours worked for all participating in the tip pool daily
- e. Number of employees in the tip pool daily

The following separate categories are required for transparency for the daily gratuity reports:

1. A la Carte:
 - a. Waitstaff for food and liquor
 - b. Bartender for Food and liquor
2. Banquets:
 - a. Waitstaff for food and liquor
 - b. Bartender for Liquor, Beer, and Wine sales
3. A la Carte Bartender:
 - a. Food and liquor at the Bar

LETTER OF UNDERSTANDING – LOCKER ROOM ATTENDANTS

It is understood that Locker Room Attendants will remain members of the bargaining unit but will perform whatever duties are necessary to provide service to members, including but not limited to shining shoes, serving drinks and food to members as needed, and otherwise cleaning and maintaining the Locker Room.

LETTER OF UNDERSTANDING – UNION RIGHTS

The Club agrees to post a notice, compliant with the requirements of the National Labor Relations Act and the decisions of the National Labor Relations Board, advising all employees of the Club their right to organize, their rights to be represented by a Union, and their right to join a Union.

Further, the Club agrees to post a notice advising members of the Union that their dues, required for membership in the Union, may be deducted from their earnings. The Club further agrees that dues so deducted will be forwarded to the Union on a monthly basis.

For this purpose, the Club will make available to any employee who requests their dues to be deducted, a wage assignment form. That instrument will create a contract between the employee and the Club for the purpose of deduction of dues.

The Club will not discriminate against any employee/member of the Union on account of their participation or refusal to participate in this wage assignment plan.

The Club agrees that, no later than sixty days after the ratification of the 2024 Collective Bargaining Agreement, a labor/management meeting shall be held to discuss the changes to banquet and a la carte service, including the elimination of the bus person position.