

AGREEMENT  
BETWEEN  
FRANKLIN HILLS COUNTRY CLUB



AND



UNITEHERE! LOCAL 24

Effective May 1, 2018 Through April 30, 2021

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## **AGREEMENT**

This Agreement, made as of the \_\_\_\_ day of \_\_\_\_\_, 2018, between the Franklin Hills Country Club located at 31675 Inkster, Franklin, Michigan, 48025, referred to the "Club" and Unite HERE, Local 24, 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 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. When a new classification is created, regarding work normally performed by bargaining unit employees, these classifications will be automatically covered by this Agreement and will be subject to negotiations.
- (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**

- (a) The Club agrees that as a condition of employment, all employees covered by this Agreement shall remain members in good standing of the Union or tender to the Union the initiation fees and periodic dues that are the obligation of members, or shall become and remain members in good standing of the Union or tender to the Union the initiation fees and periodic dues that are the obligations of members on the thirty-first (31st) calendar day following the date employment, the effective date of this Agreement, or the date of execution of this Agreement whichever is later.
- (b) Newly hired employees shall become and remain members in good standing of the Union or tender to the Union the initiation fees and periodic dues that are the obligations of members on the thirty-first (31st) calendar day following the date of employment, the effective date of this Agreement or the execution of this Agreement, whichever is later.
- (c) No provisions of this article shall prohibit employees from electing to become members of the Union prior to the 31st calendar day of employment.

- (d) 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.
- (e) These provisions shall be implemented to the extent permitted by state law.

## **ARTICLE 2**

### **CHECK-OFF OF UNION DUES**

#### **Section 3.**

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 pay check 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 6<sup>TH</sup> AND 7<sup>TH</sup> DAYS - REPORTING FOR WORK - DEFINITION OF FULL-TIME, PART-TIME**

#### **Section 4.**

- (a) Eight (8) hours of work shall be considered the normal workday and five (5) days of work the normal work week. This shall not be construed as the minimum or maximum number of hours or days of work for full-time employees as defined. The Club shall schedule eight (8) hours of work, except as provided further in this section, when eight (8) hours is available.
- (b) To accommodate reduced work availability, prior to Memorial Day and after 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.

Extra 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. Extra employees will be used to supplement, not to displace full-time employees nor be scheduled when full-time employees are on layoff, unless full-time employees in the same classification or have worked in the same classification have been given the opportunity to work. 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.

- (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 Labor Day. The Club will not schedule two four (4) hour employees when the work can be done by one eight (8) hour employee.

#### **Section 5.**

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 6.**

The Club shall have the right to change one or both days off for full-time employees and designate other days as the scheduled days off for full time employees once every thirty (30) days and upon seven days notice to the employee, provided that schedule changes shall not be made 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.

#### **Section 7.**

All employees shall be paid weekly. All gratuities due full-time and part-time employees shall be paid in the next regular weekly payroll. Extra employees shall receive vouchers at the end of each function showing the wages, gratuities, overtime and overages. A copy of the voucher will be attached to the next regular weekly payroll check and forwarded to the Union office for distribution.

## **Section 8.**

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, power failure 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.

## **Section 9.**

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 10.**

- (a) A full-time employee is one who works 32 hours or more per week, for a period of 20 out of 24 consecutive weeks.
- (b) A part-time employee is one who works less than 32 hours per week, for a period of 20 out of 24 consecutive weeks. There shall be no set schedules for part-time employees, but the Club will endeavor to notify them of the schedule prior to the beginning of the work week.
- (c) An extra employee is an employee whose name appears on a written list maintained by the Club, and who is called to work directly by the Club. The names of those employees will be forwarded to the Union at ninety (90) calendar day intervals and will be added to the Union check-off.

## **Section 11.**

- (a) Part-time and extra employees working 32 hours per week or more, for a period of twenty (20) out of twenty-four (24) consecutive weeks will become full-time employees. The Club shall not deny a full-time employee available work to circumvent this section.
- (b) An existing full-time employee who works less than 32 hours per week, for a period of 20 out of 24 consecutive weeks will revert to a part-time status and shall no longer be eligible for full-time contributions unless and until he/she becomes full time status again, as described in Section 11(A). A full-time employee who becomes a part-time employee under this provision shall have his/her seniority frozen and shall retain that seniority. If and when the employee again becomes a full-time employee, he/she shall have an adjusted seniority ranking to incorporate the frozen seniority credit.
- (c) An existing full-time employee who voluntarily turns down available work, resulting in working less than thirty-two (32) hours per week, for six (6) weeks or more over a period of twenty-four (24) consecutive weeks, will revert to a part-

time status and shall no longer be eligible for full-time benefits unless and until said employee earns full-time status again, as described in Section 10(a). A full-time employee who becomes a part-time employee under this provision shall have his/her seniority frozen and shall retain that seniority. If and when the employee again becomes a full-time employee, he/she shall have an adjusted seniority ranking to incorporate the frozen seniority credit.

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

**Section 12.**

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

**Section 13.**

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

**Section 14.**

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 15.**

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 16.**

An employee receiving a higher wage rate, as of April 30, 1999, 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 that Club. New overscale wages, implemented on or after May 1, 1996, are enforceable only if authorized by the Club in writing. The Club will notify the Union in writing of such overscale wages within a reasonable time.

**Section 17.**

Except as provided in Section 16, 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 18.**

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

**Section 19.**

Work schedules for full-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 (10%) percent or more with notice given at least forty-eight (48) hours or more before the scheduled activity or event occurs.

**Section 20.**

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 21.**

Time and one half (1-1/2) shall be paid for all hours worked in excess of eight (8) hours in any one day.

**Section 22.**

A full-time employee who has worked or been paid for or excused from such employee's regular schedule and who works one (1) of such employee's days off will be paid time and one-half (1-1/2) for all hours worked on the day off; if the full-time employee works both scheduled days off, the employee will be paid time and one-half (1-1/2) for all hours worked on the employee's designated sixth (6th) day and double (2) time for all hours worked on the employee's designated seventh (7th) day; provided the employee works all scheduled hours during the pay period.

A full-time employee absent from work during their scheduled weekly shift, except for proven hospital confinement or on an approved vacation, must make up lost straight time before receiving premium pay under Sections 21 and 22.



**Section 23.**

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. 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.

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

**Section 24.**

Employees will be paid time and one-half (1-1/2) for hours worked on New Year's Eve between 6:00 p.m. and midnight, and double (2) time for hours worked after midnight.

**Section 25.**

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

**Section 26.**

Employees working on New Year's Eve as a seventh (7th) consecutive 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 27.**

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

**ARTICLE 7  
SPLIT SHIFT DIFFERENTIAL**

**Section 28.**

Servers working split shifts over two (2) separate meal periods shall be paid an additional one dollar and fifty cents (\$1.50).

**ARTICLE 8**  
**VACATIONS - FULL-TIME EMPLOYEES**

**Section 29.**

- (a) The Club shall grant full vacations with pay to full-time employees. To receive full vacation pay, the employee must work thirty-four (34) work weeks within a fifty-two (52) week period from their anniversary date. A work week is defined as a minimum of 32 hours worked between Saturday and Friday. Full-time employees working between 20 and 33 work weeks within a fifty-two (52) week period shall receive a pro rated vacation for eligible vacation weeks. Vacation weeks will be paid as follows:

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

- (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, except bussers, vacation pay shall be paid at ten (\$10.00) dollars per hour for all eligible hours. Bussers shall be paid at a rate of nine dollars and twenty-five cents (\$9.25) per hour for all eligible hours.
- (c) An employee discharged, except for proven dishonesty or assault, who has earned, but not been paid for vacation, shall be paid one (1) day's vacation pay for each forty (40) days worked or paid times the number of weeks the employee would otherwise be entitled pursuant to subsection (a). An employee discharged for proven dishonesty or assault 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) day's vacation pay for each forty (40) days worked or paid times the number of weeks the employee would otherwise be entitled pursuant to subsection (a) provided an employee who quits must give two (2) weeks' written notice of intention to quit to be eligible for this benefit.

**Section 30.**

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

## **ARTICLE 9**

### **HOLIDAYS**

#### **Section 31.**

Full-time non-tipped employees shall be paid straight time for the following holidays if not worked or double (2 x's) time for all hours worked. Tipped or fixed gratuity employees, except bussers, shall be paid at the rate of ten (\$10.00) dollars per hour for all eligible hours for the following holidays if not worked. Bussers shall be paid at the rate of nine dollars and twenty-five cents (\$9.25) per hour for all eligible hours if not worked:

Mother's Day	Thanksgiving Day
Memorial Day	Rosh Hashanah
Independence Day	Yom Kippur
Labor Day	Employee's Birthday

#### **Section 32.**

If a full-time employee works a sixth (6th) or seventh (7th) consecutive day and that day falls on a designated holiday, the employee shall be paid two and one-half (2-1/2) times the straight time hourly rate for all hours worked.

#### **Section 33.**

To be eligible for holiday pay, a full-time employee must work the employee's full schedule, unless excused in writing by the General Manager or his designee.

#### **Section 34.**

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 any time during a layoff related to the Club's annual closed period shall receive payment for the birthday holiday in the first paycheck following return from layoff.

#### **Section 35.**

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

#### **Section 36.**

If a full-time employee fails to work a scheduled holiday, pay for that day is forfeited, unless the employee is excused in writing by the General Manager or his designee.

**Section 37.**

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

**ARTICLE 10  
PAID PERSONAL ABSENCE DAYS -  
FULL-TIME EMPLOYEES**

**Section 38.**

The Club shall grant paid personal days to full-time employees. To receive the eligible number of personal days, the employee must work thirty-four (34) work weeks within a fifty-two (52) week period from their anniversary date. A work week is defined as a minimum of 32 hours worked between Saturday and Friday. Full-time employees working between 20 and 33 work weeks within a fifty-two (52) week period shall receive personal days on a pro rated basis. Personal days will be paid as follows:

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

For tipped or fixed gratuity employees, except bussers, shall be paid personal days at a rate of ten (\$10.00) dollars per hour for all eligible hours. Bussers shall be paid personal days at the rate of nine dollars and twenty-five cents (\$9.25) per hour for all eligible hours.

**Section 39.**

Employees shall give one (1) 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 or on a paid holiday without the permission of Club management.

**Section 40.**

If a full-time employee does not use the personal absence days, the Club shall pay the employee for any unused days when the Club closes or add the unused days to the vacation period, at the employee's option. A paid personal absence day taken shall be paid on the work week taken.

**Section 41.**

An employee who quits or is laid off, and who has earned but not been paid for paid personal absence days under Section 38(a) above, will receive payment for one (1) paid personal absence day for every sixty-six (66) days worked or paid.

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

#### **Section 42.**

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

### **ARTICLE 11** **LEAVES OF ABSENCE - FULL-TIME EMPLOYEES**

#### **Section 43. Medical**

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

#### **Section 44. Personal**

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

#### **Section 45. Bereavement Leave**

If a full-time employee's current spouse or child dies the employee shall receive a bereavement leave of five (5) consecutive regularly scheduled days work days with pay for purposes of attending the funeral. If a full-time employee's father, mother, sister, brother, grandparent, legal guardian, 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. Bereavement pay for tipped employees shall be based on a ten (\$10.00) per hour flat rate for each eligible hour paid. Bussers bereavement pay shall be based on a nine dollar and twenty-five cents (\$9.25) per hour flat rate for each eligible hour paid.

#### **Section 46. Military Service**

A military service leave of absence will be granted to an employee serving in a branch of the U.S. Military according to the following guidelines:

- (a) The leave of absence request shall be in writing and submitted by the employee to the appropriate Club personnel with thirty (30) days advance notice, unless the employee is called for emergency active duty.

- (b) Proof of military duty will be required prior to the approval of such leave being granted.

#### **Section 47.**

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

#### **Section 48.**

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

### **ARTICLE 12** **SENIORITY - FULL-TIME EMPLOYEES**

#### **Section 49.**

- (a) The Club recognizes seniority in job classifications. Employees shall be 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.
- (e) Whenever a new classification or position is created to perform work normally done by bargaining unit employees, and whenever a vacancy or promotion occurs in the bargaining unit, the availability of the new classification or position or vacancy or promotion opportunity shall be made known to all bargaining unit employees. The Club shall fill each opening from among bargaining unit employee applicants, provided that the Club is not obligated to fill the opening

with an unqualified applicant. When applicants are equal in skill and ability, the senior employee shall be entitled to fill an opening. The Club shall make the determination of relative skill and ability and may reject an applicant because of a poor disciplinary record.

#### **Section 50.**

New employees are probationary employees and shall not acquire seniority until employed as a full-time employee for more than sixty (60) calendar days which may be extended for up to an additional thirty (30) days upon approval by the Union which will not be unreasonably withheld. Upon completion of this probationary period, seniority shall be date of hire as a full-time employee.

#### **Section 51.**

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 control, in which case the employee shall give notice as soon as possible, but in any event within ten (10) days; or
- (e) Is laid off for or is not working for a period equal to seniority or one year from the date of layoff or leave of absence, 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 52.**

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

#### **Section 53.**

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

**ARTICLE 13**  
**HEALTH - WELFARE - PENSION**

**Section 54. Culinary Plan, 345.**

Effective January 1, 2018, for each full-time employee as described in Article 3, Section 10, the Club will contribute the daily rate for each day worked with a minimum of Twelve and 40/100 Dollars (\$12.40) per calendar week, or part thereof, in which such full time employee worked until such full time employee completes ninety (90) calendar days of employment and beginning with that full month at which time the employee becomes eligible for contributions listed in Section 55 below. Effective January 1, 2020 such rate shall be decreased to Eleven and 20/100 Dollars (\$11.20).

Contributions under this section shall be made on behalf of full-time employees only at the following daily rates, with the following minimums:

Effective 1-1-18:	\$2.48/day with a minimum of \$12.40/week.
Effective 1-1-19:	\$2.48/day with a minimum of \$12.40/week
Effective 1-1-20	\$2.24/day with a minimum of \$11.20/week
Effective 1-1-21	\$2.24/day with a minimum of \$11.20/week

**Section 55. Culinary Plan, 345, Full-time employees.**

Effective January 1, 2018, 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 or a Server II, the Club will contribute Forty-Nine and 69/100 Dollars (\$49.69) per month, or part thereof worked or paid, for each full-time employee. Effective January 1, 2020, such rate shall be decreased to Forty-Four and 72/100 Dollars (\$44.72) per month.

The parties agree and understand that, if the appropriate welfare contribution rate is not paid, the Trustees of the Fund may eliminate welfare benefits to otherwise eligible Participants and terminate the employer's participation in the HEREIU Welfare Fund pursuant to paragraph I.I. of the Fund's Minimum Standards."

Part-time, extras, casual, seasonal, or student employees, except for those employees classified as Server II shall not be entitled to or receive any benefits under this Article.

**Section 56. Health Insurance Coverage**

- (a) Effective June 1, 2018, in addition to the contributions set forth in Section 55, above, on the first of the month following twenty (20) weeks of employment as a full-time employee 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 to a designated health insurance carrier contributions to maintain the current benefit plan up to a seven percent (7%) increase.



- (b) All employees eligible for health insurance, after twenty (20) weeks of employment, shall pay effective May 1, 2018 ten percent (10%), effective May 1, 2019 fifteen percent (15%) and effective May 1, 2020 twenty percent (20%) of the cost of the premium for the health insurance plan.
- (c) In addition to the current benefit plan which is a BC/BC PPO plan with employee costs of \$30.00 for office visits, urgent care and specialists, \$150.00 for emergency room visits and a prescription drug copay of \$10.00 generic and \$60.00 brand with a maximum of \$2,000.00, the Club will establish a flexible spending account and contribute, the first year of the contract only, one hundred fifty and 00/100 dollars (\$150.00) to each eligible employee's FSA account.

#### **Section 57. Health Insurance Coverage Increases**

Effective May 1, 2019, the Club will increase its contribution to a maximum of seven percent (7%) of monthly premiums in effect on May 1, 2018.

Effective May 1, 2020, the Club will increase its contribution to a maximum of seven percent (7%) of the monthly premiums then in effect on May 1, 2019.

#### **Section 58. Full-time Employee, Monthly Culinary 345.**

Whether insured under health maintenance organization, or covered as an individual or a dependent upon a comparable plan, the Club will continue the monthly culinary contribution of \$49.69 and \$44.72 as referred in Section 55 above.

#### **Section 59. Dependent Care/Employee Paid Health Insurance Coverage.**

- (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 or part-time employees who are not eligible for employer-paid health insurance coverage participation may enroll in health insurance plan coverage at the employee's expense, paid through payroll deduction.

#### **Section 60. Layoff Leave Quit or Discharge.**

- (a) Upon completion of one (1) year of employment as a full-time employee, and upon work or payment for 200 or more days from date of hire as a full-time employee, the Club will pay for one month following layoff, the monthly contribution due for health insurance coverage for such full-time employee as provided for in Sections 56 or 57 of this Article, and the one (1) month contribution to the culinary plan as provided in Section 54 or 55 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 Section 43 of this Agreement, the Club will contribute the monthly health insurance coverage contributions for such full-time employee as provided in Sections 56 or 57 of this Article, and the monthly culinary contribution as provided in Section 54 or 55 of this Article, for not less than one (1) calendar month following the granting of such leave of absence.
- (c) An eligible employee who quits or is discharged will not be entitled to any additional contributions as may be provided in this Section.

#### **Section 61. Pension Program, Fund 545.**

Effective May 1, 2018, the Club shall make the following contributions for eligible employees to the Club's 401K Plan in accordance with the Plan's terms and conditions:

- (a) A contribution of three percent (3%) of the employee's earnings and a match of up to an additional one percent (1%) via a contribution of fifty percent (50%) of the eligible employee's contribution to the 401K plan up to a maximum of an employee's two percent (2%) contribution.

#### **Section 62. Binding Agreement.**

The Club and the Union agree to be bound by the Agreement and Declaration of Trust of said Hotel Employees and Restaurant Employees International Union Welfare Funds as may from time to time as amended, and they do hereby irrevocable designate as their respective representatives on the Board of Trustees such trustees as are named in said Agreement and Declaration of Trust as Employer and Union Trustees, together with their successors selected as provided therein, and agree to abide and be bound by all procedures established and actions taken by the Trustees pursuant to said Trust Agreement. Any provision in this Agreement that is inconsistent with the Agreement and Declaration of Trust or the Plan of Benefits, rules or procedures established by the Trustees, shall be null and void. However, while benefits may be adjusted, the Trustees shall not have the power to unilaterally to increase the contribution rate negotiated by the Club and the Union as set forth in this collective bargaining agreement for the duration May 1, 2018 through April 30, 2021.

#### **Section 63. Employee Data.**

The contributions provided in Sections 54, 55 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 benefits to participants.

**ARTICLE 14**  
**GRIEVANCE PROCEDURE - NO STRIKE -**  
**NO LOCKOUT**

**Section 64.**

Any dispute arising out of any of the provision of this collective bargaining agreement and during this 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. Back pay liability for grievances, other than wages listed in the attached schedules, shall be limited to fifteen (15) days from the date of the grievance. Wages of the attached schedules shall be limited to sixty (60) days from the date of the grievance.

**Step 4.** If the grievance has not been settled in Step 3, the grievance may be referred to arbitration by the Union. Arbitration must be initiated by delivery a written demand for arbitration to the Club within forty five (45) days of the Union's receipt of the Club's Step 3 response. Following the written demand, a single arbitrator, whose decision shall be final and binding, shall be selected by mutual consent or in accordance with the policies, functions and procedures of the Federal Mediation and Conciliation Service. The parties shall share the costs and fees of the arbitrator equally, and shall pay their own respective costs.

**Section 65.**

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

**Section 66.**

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 67.**

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 68.**

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 15**  
**MANAGEMENT'S RIGHTS**

**Section 69.**

The Club shall remain vested with full and exclusive control and direction of the management and operation of the Club and its employees and the right to direct the work force and determine the policies and methods of operating its business, subject to the limitations in this Agreement. Included in these management rights, but not limited thereto, are the rights:

- (a) To decide the number and type of machines, equipment, material, products, and supplies, to be used or operated.
- (b) To determine the extent to which the Club and/or its equipment, and the various departments and sub-departments thereof, shall be operated, expanded, reduced, discontinued, merged, liquidated, or relocated.
- (c) To decide the amount of supervision and direction of the working force.
- (d) To be the sole and final judge of the qualifications of all applicants, with the absolute right to select and determine the employees it will hire.
- (e) To determine staffing levels for a department.
- (f) To establish or revise work schedules.

- (g) To introduce new, different, or improved methods and procedures in its operation, and to otherwise generally manage the business.

Included in these management rights, in addition, are the right to suspend, promote, demote, transfer, layoff, and recall, and discipline and discharge for just cause, subject to the applicable terms of this Agreement.

It is agreed that the Club has the right to make such written rules and regulations, not to conflict with this Agreement as it may from time to time deem best for the purpose of maintaining order, safety, and/or effective and efficient operation of the Club and/or its individual departments including the right to test for substance abuse pursuant to the Club's employee manual. The Club shall provide each employee and the Union with written notice of such rules and regulations not less than two (2) weeks' before they become effective.

The parties agree that the relationship between the Club supervisor and employees should be one of mutual respect.

The Club and Union agree that employees must refrain from instigating any and all familiarity between themselves and Club members and guests. Grievances and personal problems shall not be discussed with Club members or guests under any circumstances.

The Club not exercising any function hereby reserved to it, or exercising any such function in a particular way, shall not be deemed a waiver of the right to exercise such function or preclude it from exercising the same in some other way not in conflict with the express provisions of this Agreement.

## **ARTICLE 16**

### **MEALS - SHIFT DIFFERENTIAL - LOCKER ROOM**

#### **Section 70.**

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 71.**

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.

## **ARTICLE 17**

### **UNIFORMS**

#### **Section 72.**

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

#### **Section 73.**

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 18**

### **EMPLOYEE/UNION RIGHTS**

#### **Section 74.**

- (a) No employee shall be discriminated against, disciplined or discharged for efforts to enforce this Agreement or for Union activity.
- (b) There shall be no discrimination by the Club or the Union, against any employee because of membership or non-membership in, or activity on behalf of the Union, provided that an employee's Union activities shall not interfere with the performance of a worker's job duties work for the Club. The Club and the union are committed to treat workers without regard to sex, race, color, national origin, age, religion, veteran status, disability, weight or marital status.
- (c) The Club and the Union are committed to maintaining a work environment free from sexual or other prohibited harassment. Prohibited conduct includes unwelcome sexual advances, harassment, requests for sexual favors, and other verbal or physical conduct of a sexual nature, explicitly or implicitly making sexual conduct a condition of employment or promotion, displaying sexually offensive images or words, repeating offensive commentaries about someone's body, or making derogatory jokes.

#### **Section 75.**

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

**Section 76.**

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 77.**

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 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 78.**

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 79.**

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 80.**

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

**Section 81.**

The Club shall grant employees up to two (2) unpaid days excused absence annually to attend any appointments scheduled by the Immigration and Naturalization Service or Department of State concerning immigration or citizenship status of the employee, spouse, child or parent. The Club may require proof of the appointment and proof of the family relationships.

**Section 82.**

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 19**  
**SAVING PROVISION**

**Section 83.**

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 20**  
**JURY DUTY - FULL-TIME EMPLOYEES**

**Section 84.**

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. Tipped employees' jury duty pay will be based on a ten (\$10.00) dollar per hour rate for each eligible hour paid. Bussers jury duty pay will be based on a nine dollar and twenty-five cents (\$9.25) per hour flat rate for each eligible hour paid. 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 21**  
**POLITICAL CONTRIBUTION DEDUCTION AUTHORIZATIONS**

**Section 85.**

The Club shall deduct and transmit to the Treasurer of UNITE HERE TIP Campaign Committee the amount of contribution specified for each payroll period or other designated period worked from the wages of those employees who voluntarily authorize such contribution at least seven (7) days prior to the next scheduled pay period, on the form provided for that purpose by the UNITE HERE TIP Campaign Committee. These transmittals shall occur no later than the thirtieth (30<sup>th</sup>) day of the following month, and shall be accompanied by a list setting forth as to each contributing employee his or her name, address, occupation, rate of PAC payroll deduction by the payroll or other designated period and contribution amount. The parties acknowledge that the Club's costs of administration of this PAC payroll deduction has been taken into account by the parties in their negotiation of this Agreement and has been incorporated in the wage, salary and benefits provisions of this Agreement. The Club shall send these transmittals and this list to: Treasurer, UNITE HERE TIP Campaign Committee, 275 Seventh Avenue, New York, NY, 10001.




**ARTICLE 22**  
**TERM OF AGREEMENT**

**Section 86.**

This Agreement is effective May 1, 2018, and continues through April 30, 2021, 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 May 1, 2021, or any subsequent anniversary date. Upon giving notice, this Agreement shall terminate May 1, 2021, or subsequent anniversary.


UNITE HERE LOCAL 24

By:   
Its: Union Representative

By: \_\_\_\_\_

Its: \_\_\_\_\_

FRANKLIN HILLS COUNTRY CLUB

By:   
Its: General Manager

By: \_\_\_\_\_

Its: \_\_\_\_\_

## SCHEDULE A KITCHEN EMPLOYEES

<u>HIRE-IN HOURLY RATES:</u>	Effective 5/1/18	Effective 5/1/19	Effective 5/1/20
Pastry Chef	\$13.50	\$14.00	\$14.50
Assistant Pastry Cook	\$13.15	\$13.65	\$14.15
Cooks	\$13.15	\$13.65	\$14.15
Store-room	\$12.35	\$12.85	\$13.35
Pantry Person	\$12.35	\$12.85	\$13.35
Snack Stand	\$12.35	\$12.85	\$13.35
Utility Worker	\$12.25	\$12.75	\$13.25

Utility Workers includes Silver polishers, Pot washers, Dishwashers, Runners, Garbage Person, Glass washers, Kitchen Persons, Ice Persons, Coffee Makers, Vegetable Preparers, and General Kitchen Cleaning.

### OTHER SPECIFIC WORKING CONDITIONS

Full time kitchen employees will receive an annual fifty cent (50¢) hourly rate increase on May 1, 2018, 2019, and 2020.

**SCHEDULE B**  
**BARTENDERS**  
**(EIGHT HOUR MINIMUM, 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 17.

<u>HIRE-IN HOURLY RATES:</u>	Effective 5/1/18	Effective 5/1/19	Effective 5/1/20
Bartender:	\$13.15	\$13.65	\$14.15

**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 5(b) or 5(d) only.

Full time bartenders will receive an annual fifty cent (50¢) hourly rate increase on May 1, 2018, 2019, and 2020.

**SCHEDULE C**  
**STAFF PERSONNEL**

<b><u>HIRE-IN HOURLY RATES:</u></b>	<b>Effective 5/1/18</b>	<b>Effective 5/1/19</b>	<b>Effective 5/1/20</b>
Housekeeper	\$12.60	\$13.10	\$13.60
Locker Room, non-tipped	\$12.35	\$12.85	\$13.35
Snack Stand	\$12.40	\$12.90	\$13.40

**OTHER SPECIFIC WORKING CONDITIONS**

Full time staff personnel will receive an annual fifty cent (50¢) hourly rate increase on May 1, 2018, 2019, and 2020.

**SCHEDULE D**  
**WAIT STAFF AND BANQUET PERSONNEL**  
**WITH FIXED GRATUITY**

<b><u>HIRE-IN HOURLY RATES:</u></b>	Effective 5/1/18	Effective 5/1/19	Effective 5/1/20
Servers:	\$4.90	\$5.05	\$5.20
Bus Person:	\$9.25	\$9.75	\$10.25

Gratuity of 20% to be distributed as follows:

17% to servers working with bus persons.

1% to bus persons.

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

Maitre 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 17.

**OTHER SPECIFIC WORKING CONDITIONS**

Full time servers will receive an annual fifteen cent (15¢) hourly rate increase on May 1, 2018, 2019, and 2020.

Full time bus persons will receive an annual fifty cent (50¢) hourly rate increase on May 1, 2018, 2019, and 2020.

Dining room employees shall be permitted to work split shifts. Dining room employees who work split shifts shall receive \$1.50 per day additional; provided, however, that dining room employees working split shifts shall not work more than two (2) consecutive meals.

Eight (8) hour employees may be scheduled for shifts of less than eight (8) hours only in conformity with Section 4(b) or 4(c).

The Club shall prepare and post a list of all special functions and the prices to be charged therefore.

Servers shall be classified as follows:

Server I (full-time)

Server II (part-time, grandfathered workers as set forth in Exhibit A)

Server III (all other part-time, extra)

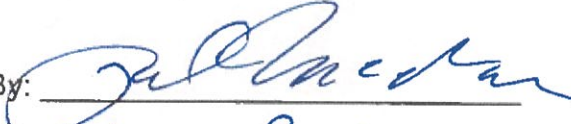
LETTER OF UNDERSTANDING


RE: Assignment of Pool Snackstand/Halfway House employees.

When weather interferes with the operation of the pool snackstand or the golf course halfway house, employees generally assigned to those areas may be assigned other work consistent with Section 15. The parties understand that snackstand employees may perform work in the departments reflected in Schedules A and C.

UNITE HERE, LOCAL 24

FRANKLIN HILLS COUNTRY CLUB

By:   
Its: Union Representative

By:   
Its: General Manager

By: \_\_\_\_\_

By: \_\_\_\_\_

Its: \_\_\_\_\_

Its: \_\_\_\_\_

## EXHIBIT A

The following employee and only such employee is classified as a Server II employee: Lee Huguely

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