

COLLECTIVE BARGAINING AGREEMENT

Between

THE GROSSE ILE GOLF AND COUNTRY CLUB

and

UNITEHERE! LOCAL 24

EFFECTIVE OCTOBER 19, 2016, THROUGH DECEMBER 31, 2019

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AGREEMENT

THIS AGREEMENT, made as of the 19th day of October, 2016, between the Grosse Ile Golf and Country Club, referred to as the "Club," and UniteHere! Local 24, referred to as the "Union."

ARTICLE 1 RECOGNITION - UNION MEMBERSHIP - BANQUET SERVICES AND SPONSORED NON-MEMBER EVENTS

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 full-time and Worker II employees in classifications set forth in Schedule "A" attached and made a part of the Agreement, excluding managerial, confidential, administrative, office clerical, part-time, seasonal and supervisory employees and guards as defined in the National Labor Relations Act.
- (b) If the Club hires a bargaining unit employee, and the Club and the Union agree the employee is to do bargaining unit work, the Club and the Union shall meet and determine which of the listed classifications applies or whether to agree on a new classification.

Section 2. Union Membership

- (a) (a) All employees covered by this Agreement shall have the choice to remain members in good standing of the Union by tendering to the Union the initiation fees and periodic dues that are the obligation of members.
- (b) (b) Newly hired employees shall also have the choice to become and remain members in good standing of the Union by tendering to the Union the initiation fees and periodic dues that are the obligations of members.
- (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.

Section 3. Banquet Services and Sponsored Non-Member Events

Grosse Ile Golf and Country Club (the Club) and Crystal Gardens - Grosse Ile, Inc. (Crystal Gardens) have entered into an Agreement whereby Crystal Gardens provides banquet service to members and to sponsored non-member events on the Club's premises, with Crystal Gardens' employees, when requested to do so by the Club. The Club may also decide to provide banquet service on its premises by utilizing its own bargaining unit employees, but the Union and the Club acknowledge that the Agreement between the Club and Crystal Gardens will reduce the working hours and the scheduling of the Club's bargaining unit employees.

1. Crystal Gardens will have the right to utilize its own staff members and employees for banquet services provided by Crystal Gardens, on the Club's premises.
2. The Union and the Club's bargaining unit employees agree to waive the right to grieve any services or the effect of any services, provided by Crystal Gardens and its employees, during the term of this Contract, resulting from any banquet service provided by Crystal Gardens and its employees on the Club's premises.
3. The Club agrees to carefully evaluate and consider its ability to provide banquet service on a case-by-case basis, and to utilize bargaining unit employees whenever, at the sole discretion of the Club, it is determined that the Club is able to provide such service. There is no guarantee that the Club or that Crystal Gardens will use bargaining unit employees for banquet service on the Club's premises.
4. In order to allow the Club's former full time employees listed below, to continue to have Health and Welfare, and Pension payments made on their behalf, the Club will continue to provide benefits for the duration of the term of this Agreement as set forth in Article 10, for each of the following employees, who were considered full time employees before the Club began its arrangement with Crystal Gardens, as long as the employee remains employed by the Club either in the same classification he or she was in as of October 18, 2016, or in another classification covered by the CBA.

Each of these employees will be considered to be Worker II as long as they are employed in their current classifications, even if they would not qualify for full-time status.

<u>Employee</u>	<u>Position</u>
Bradybaugh, Shari	Pantry Person
Fumich, Laurie	Server
Gebstadt, Valerie	Server
Rahn, Valene	Server
Somers, Peggy	Server
Terry Stevens	Line Cook

ARTICLE 2

CHECK-OFF OF UNION DUES

Section 4.

The Club shall deduct from the pay of each employee who authorizes deductions for 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 for such a deduction, 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, according to the terms of the authorization card. If no notice of revocation is given, the authorization shall remain in effect. All deductions authorized 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 fifteenth (15th) 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.

ARTICLE 3
WORK WEEK - HOURS OF WORK - REPORTING FOR WORK –
WORKER II STATUS - DEFINITION OF FULL-TIME, PART-TIME
AND SEASONAL EMPLOYEES

Section 5.

- a. The normal work week shall be Sunday through Saturday. When it is available, eight (8) hours of work shall be considered the normal workday and forty (40) hours of work the normal work week for a full-time employee during the Club's busy season from May 1 through September 30. This shall not be construed as the minimum or maximum number of hours of work for full-time employees as defined. The Club shall schedule eight (8) hours of work for full-time employees when eight (8) hours are available.
- b. Employees may be scheduled to work any days of the week, with the Club making every effort to accommodate employees' personal requests for time off each week. Scheduled days off can be changed by mutual agreement between the employee and the Club. Choice of available schedules, including regular days off, shall be done by seniority for full-time and Worker II employees.
- c. The Club will maximize work assignments for full-time employees up to five (5) days per work week. The Club may schedule full-time employees for shifts of less than eight (8) hours, but not less than four (4) hours. Part-time and seasonal employees will be used to supplement, not to displace, full-time employees. Seasonal employees will not be scheduled when full-time employees are on layoff unless full-time employees have been given the opportunity to work and declined such opportunity. No two (2) full-time employees will be scheduled on shifts of less than eight (8) hours to cover eight (8) hours of available work on one (1) day.
- d. Employees shall be paid for all hours worked. If the Club sends an employee, who was scheduled to work eight (8) hours, home early due to

a shortage of work, the Club shall pay the employee for six (6) hours of work or the actual hours worked, whichever is greater. This provision shall not apply in case of an emergency caused by power failure, fire, flood, riot, civil commotion, or acts of God affecting any part of the Club's property. An employee reporting for work during an emergency shall be paid for all hours actually worked which would be not less than one-half the employee's regular schedule for the day. The Club shall make the effort to have a bargaining unit employee present when the manager or his designee attempts to call off employees due to an emergency. However, in the event no bargaining unit employee is available to witness the call, the manager or his designee shall make the calls to inform employees.

- e. 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.

Section 6.

The Club shall designate two days in its payroll week as normal days off for each full-time employee. The Club shall not be required to designate the same days off for each full-time employee.

Section 7.

The Club shall have the right to change one or more 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 (7) days notice to the employee.

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 8.

All employees shall be paid weekly. All gratuities due employees shall be paid in the next regular weekly payroll.

Section 9.

- a. A full-time employee is one who is normally scheduled to work and actually works more than 32 hours per week for the months that the Club is open.

- b. The six (6) employees listed in Article I, Section 3, will be granted Worker II status while they are employed by the Club in the bargaining unit, even if they do not qualify as full-time employees.
- c. A part-time employee is one who is normally scheduled to work more than twelve (12), but less than thirty-two (32) hours per week, for the months that the Club is open. Part-time employees are not covered by this Collective Bargaining Agreement.
- d. A seasonal employee is an employee hired to work from May 1 through September 30. Seasonal employees are not covered by the terms of this Collective Bargaining Agreement.
- e. Employees of Crystal Gardens are not covered by the terms of this Agreement.

Section 10.

Effective October 19, 2016, part-time employees working eighteen (18) of twenty-two (22) consecutive weeks of four (4) or more days of seven and one-half (7 ½) or more hours a day will become full-time employees.

Effective October 19, 2016, full-time employees working eighteen (18) of twenty-two (22) consecutive weeks of less than four (4) days of seven and one-half (7 ½) or more hours a day will become part-time employees.

Section 11.

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, Article 11, but if back pay is awarded, it shall be limited to actual work days lost, and in no event more than thirty (30) work days.

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

Section 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, 2003, 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, 2003, 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 employing Club and the Union; provided, that any such writing shall not be effective beyond the term of this Agreement.

Section 18.

New employees hired on or after October 19, 2016 will be paid not less than the rates in Schedule B, from date of hire.

Section 19.

Work schedules shall be posted weekly in advance of the work week. Schedules shall not be altered to circumvent the payment of overtime.

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.

Full-time employees and Worker II employees will be paid time and one-half for all hours worked in excess of eight (8) hours in a day, time and one-half for all hours worked over 40 in a workweek, and double time for all hours worked over 48 in a workweek.

Part-time and seasonal employees will be paid time and one-half for all hours worked over 40 in workweek.

Section 22.

A full-time employee and any listed Worker II employees will be paid time and one-half for all hours worked on the seventh consecutive day worked within a workweek, as long as the employee has worked his or her full regular schedule during that workweek. Employees who volunteer to leave early and are approved to do so, due to lack of work, will not lose those hours scheduled, but not worked for purposes of determining overtime eligibility.

There will be no pyramiding of overtime or premium pay.

Section 23.

Full-time employees may be requested, but not required, to work more than five days in a workweek 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 employee to perform the work, or to have the work performed in any way it deems appropriate.

ARTICLE 6 NEW YEAR'S EVE OVERTIME PROVISIONS

Section 24.

Full-time and Worker II 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.

Full-time and Worker II employees working New Year's Eve as a sixth (6th) day worked within a workweek 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.

Full-time and Worker II employees working on New Year's Eve as a seventh (7th) day worked within a workweek 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 VACATION

Section 28.

The Club will grant ten (10) days of vacation with pay to Sherri Bradybaugh for each of the years 2017, 2018 and 2019.

ARTICLE 8 LEAVES OF ABSENCE – FULL-TIME EMPLOYEES

Section 29. Medical Leave

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.

An employee eligible for leave under the Family & 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 30. Military Leave

The parties agree to comply with the applicable Federal or State laws regarding military leaves for the employees of the Grosse Ile Golf and Country Club.

Section 31. Personal Leave

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 32.

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

Section 33.

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

ARTICLE 9 SENIORITY – FULL-TIME EMPLOYEES

Section 34.

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

- (d) Seniority for purposes of vacations, leaves of absence and paid personal absence days shall be from the employee's last date of hire.

Section 35.

New employees are probationary employees and shall not acquire seniority until employed as a full-time employee for more than sixty (60) calendar days. Upon completion of this probationary period, seniority shall be date of hire as a full-time employee.

Section 36.

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. 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 37.

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 38.

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

ARTICLE 10
HEALTH - WELFARE - PENSION

Section 39. Culinary Plan, 345, Worker II and Full-Time Employees During Their First 90 Days of Employment

Effective May 1, 2016, the Club shall continue to contribute \$2.48 per day, or part thereof, worked or paid, for each Worker II and full-time employee during the first 90 calendar days of employment at which time the Worker II or full-time employee becomes eligible for contributions listed in Section 40, from and after such employee's first date of employment. Contributions will be made to the Unite Here Health Fund.

Effective December 1, 2007, the Club will no longer make contributions to the Fund on behalf of employees classified as part-time or seasonal, except for those employees classified as Worker II.

Effective January 1, 2019, through the expiration of this Agreement, the Employer agrees to contribute the contribution rates necessary, as determined by the Fund, to sustain benefits.

Effective January 1, 2019, through the expiration of this Agreement, the parties agree and understand that, if the appropriate welfare contribution rates are not paid, the Trustees of the Fund may eliminate benefits to otherwise eligible Participants and terminate the employer's participation pursuant to the Fund's Minimum Standards.

Section 40. Culinary Plan, 345, Full-Time Employees

Effective January 1, 2016, 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 shall continue to contribute \$49.69 per month, or part thereof worked or paid, for each Worker II and full-time employee.

Effective January 1, 2019, through the expiration of this Agreement, the Employer agrees to contribute the contribution rates necessary as determined by the Fund, to sustain benefits.

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

Section 41. Health Insurance Contributions

The Club will continue to pay a contribution of \$167 per month to the following employees for each month they are employed by the Club:

Valerie Gebstadt
Laurie Fumich
Perry Sommers
Valene Rahn
Sherri Bradybaugh

Section 42. Full-Time Employee, Monthly Culinary 345

The Club will continue the appropriate monthly culinary contribution referred to in Section 40 above, for the six (6) employees listed in Article I, Section 3, for each month they are employed by the Club.

Section 43. 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, and for the Worker II employees, the Club will pay for one month following layoff, the one (1) month contribution to the culinary plan as provided in Section 40 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 or Worker II employees who work for ten months or more in a calendar year, so that there will be no gap in the Club-paid coverage provided under this Agreement.
- (b) If a full-time or Worker II employee is granted a leave of absence pursuant to Section 29 of this Agreement, the Club will contribute the monthly culinary contribution as provided in Section 40 of this Article, for no less than three (3) calendar months 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 44. Pension Program – National Retirement Fund

Effective February 1, 2008, the Club will no longer make contributions on behalf of part-time or seasonal employees.

Effective May 1, 2016, the Club will contribute, in addition to the health and welfare contributions provided in this Article, \$2.00 per hour for each hour worked by each full-time or Worker II bargaining unit employee to the United Here National Retirement Fund, pursuant to an indenture of trust establishing such fund.

These rates will increase as follows:

5/01/17 - \$2.11/hour worked or paid

5/01/18 - \$2.22/hour worked or paid

5/01/19 - \$2.34/hour worked or paid

For full-time and Worker II employees hired on or after October 19, 2016, pension contributions will begin on the first day following 90 calendar days of employment.

For part-time employees, except employees classified as Worker II, that are promoted to a position as a full-time employee on or after April 25, 2008, pension contributions will begin on the first day following 90 calendar days of employment as a full-time employee. If a Worker II employee is promoted to full-time employment, he/she will continue to receive contributions without interruption.

Section 45. 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 46. Employee Data.

The contributions provided in Sections 40 and 44 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.

ARTICLE 11
GRIEVANCE PROCEDURE - NO STRIKE - NO LOCKOUT

Section 47.

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 a grievance is not settled after Step 3 of the Grievance Procedure, the Union must request Mediation by sending a written request to the Federal Mediation and Conciliation Service within ten (10) calendar days of the Union's receipt of the employer's Step 3 Answer. Such request must be copied to the employer. The parties may process more than one Grievance to the same Mediation. The employer shall provide a decision in writing to the Union for each grievance discussed, settled or adjusted at the Mediation within seven (7) calendar days, excluding holidays, of the Mediation.
- 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 delivery of a written demand for arbitration to the Club within 120 days of the Club's Step 3 written 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 or the Michigan Employment Relations Commission. The parties shall share the costs and fees of the arbitrator equally, and shall pay their own respective costs.

Section 48.

The time limits in Section 47 are material and may be waived only by written agreement in each individual grievance.

Section 49.

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 50.

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 51.

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 52.

- (a) 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.
- (b) Drug/alcohol testing. The Club shall have the right to direct an employee to be tested for unlawful drugs and/or alcohol based upon reasonable suspicion that the employee is using or under the influence of such substances on the job or in the workplace, subject to the following conditions.
 - (1) All testing shall be non-invasive and conducted by qualified professionals under conditions that ensure the employee's health, safety, privacy and dignity.
 - (2) All testing shall be done on paid time and, whenever possible, during the employee's normal work schedule.

- (3) All testing shall be at the Club's expense.
- (4) The employee is entitled to the presence of a union steward, during work time, on request.
- (5) The results shall be provided to the employee by the tester at the same time they are provided to the employer.
- (6) The testing process and resulting discipline shall be subject to the just cause standard and the grievance procedure, as is application of this section.
- (7) The Club shall state the basis for its reasonable suspicion in writing, signed by two managers, in advance of directing testing, and shall supply the writing to a union steward at the time the employee is directed for testing.

ARTICLE 13

MEALS - SHIFT DIFFERENTIAL – LOCKER ROOM

Section 53.

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 54.

Non-tip employees on the midnight shift shall be paid a shift differential of ten cents (\$.10) per hour. The midnight shift is that shift commencing at 11:00 p.m. and ending at 7:00 a.m.

Section 55.

The Club shall provide sanitary dressing rooms for all employees and may provide lockers with locks. 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 14 UNIFORMS

Section 56.

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 57.

The Club shall only 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 58.

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

Section 59.

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

Section 60.

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

Section 61.

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

Section 62.

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 63.

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 64.

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

Section 65.

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 16
SAVING PROVISION**

Section 66.

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
DIRECT DEPOSIT**

Section 69.

The parties recognize that the Club will convert to direct deposit electronically for all employees within ninety (90) calendar days of when the Club re-opens in 2008. The Club will invite at least one financial institution to the Club for the purpose of meeting with employees interested in considering the opening of an account for receipt of direct deposit.

ARTICLE 18
TERM OF AGREEMENT

Section 70.

This Agreement is effective October 19, 2016, and continues through December 31, 2019, 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 December 31, 2019, or any subsequent anniversary date. Upon giving notice, this Agreement shall terminate December 31, 2019, or subsequent anniversary.

IN WITNESS WHEREOF, the parties have caused their names to be subscribed by their duly authorized officers and representatives on this 27 day of JULY, 2017.

THE GROSSE ILE GOLF AND
COUNTRY CLUB

By: [Signature]
Its: PRESIDENT

UNITE HERE! LOCAL 24

By: [Signature]
Its: Union Representative

SCHEDULE A

**MINIMUM CLASSIFICATION RATES FOR FULL-TIME AND WORKER II
EMPLOYEES EMPLOYED ON OR BEFORE OCTOBER 18, 2016**

	<u>11/8/16</u>	<u>11/7/17</u>	<u>11/6/18</u>
Line Cook.....	\$11.50	\$11.75	\$12.05
Pantry Person	\$12.75	\$13.00	\$13.64
Server	\$ 4.68	\$ 4.68	\$ 4.78

The rates in Schedule A reflect negotiated hourly increases as follows:

	<u>11/8/16</u>	<u>11/7/17</u>	<u>11/6/18</u>
Kitchen Employees:	\$.35	\$.25	\$.30
Servers:	\$.10	--	\$.10

Employees earning above the minimum classification rate at the time a wage increase is effective will be entitled to receive that wage increase.

SCHEDULE B

**MINIMUM CLASSIFICATION RATES FOR FULL-TIME AND
WORKER II EMPLOYEES HIRED ON OR AFTER OCTOBER 19, 2016**

- A. Line Cooks
Pantrypersons

Minimum hiring rate -- \$1.00 per hour below the current minimum classification rate with the following progression:

\$.50 per hour increase after 90 days

Minimum Classification Rate after 1 year

- B. Servers:

Minimum hiring rate -- \$3.52 per hour

\$.25 per hour increase after 90 days

Minimum Classification Rate after 1 year

SCHEDULE C

GRATUITY DISTRIBUTIONS

Gratuity split on a-la-carte Food Sales on the floor which shall also be staffed by bargaining unit employees

- 17% Servers, pooled by day
- 1% Buspersons, pooled by day
- 1% Bartenders, pooled by day
- Remainder to GIG&CC

Gratuity split on a-la-carte Bar Sales on the floor

- 17% Servers, pooled by day
- 1% Buspersons, pooled by day
- 1% Bartenders, pooled by day
- Remainder to GIG&CC

Gratuity split on a-la-carte Food Sales by Bartenders

- 17% Bartenders, pooled by day
- Remainder to GIG&CC

Gratuity split on a-la-carte Bar Sales by Bartenders

- 17% Servers, pooled by day
- 1% Buspersons, pooled by day
- 1% Bartenders, pooled by day
- Remainder to GIG&CC

Gratuity Split on Parties Food & Beverage sales

- 16% Servers, pooled by day
- 1% Buspersons, pooled by day
- 1% Bartenders, pooled by day
- Remainder to GIG&CC

Gratuity Split on the following: Legacy Monday Outings, Men's Invitational, Ladies Invitational, Senior Men's Invitational, Stag Days, Deck Beverage Service and Banquet Service for Swim Meets. The aforementioned events shall be staffed by members of the bargaining unit.

- 17% Servers, pooled by day
- 1% Buspersons, pooled by day
- 1% Bartenders pooled by day
- Remainder to GIG&CC

[cont. on next page]

Ladies Locker Room Food & Beverage Sales by Attendant
17% to Locker Room Attendant
Remainder to GIG&CC

Ladies Locker Room Food & Beverage Sales by Servers
17% Servers, pooled by day
Remainder to GIG&CC

Men's Locker Room Food Sales by Locker Room Attendant
9.5% Locker Room Attendant
9.5% Servers, pooled by day
Remainder to GIG&CC

Men's Locker Room Bar Sales by Locker Room Attendant
17% Locker Room Attendant
Remainder to GIG&CC

Carry Out Handling Charge -- 10% of Total Charge
81% to Club
17% to Servers
1% to Buspersons
1% to Bartenders