

COLLECTIVE BARGAINING AGREEMENT

between

KNOLLWOOD COUNTRY CLUB

and

**UNITE HERE UNION – LOCAL 24
AFL-CIO**

JANUARY 1, 2017 – DECEMBER 31, 2019

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AGREEMENT

This Agreement, made as of the ____ day of January ___, 2017, between **Knollwood Country Club** located at 5050 West Maple Road, West Bloomfield, Michigan, 48322, referred to as the "Club," and **Unite Here, Local 24, AFL-CIO** referred to as the "Union."

ARTICLE 1 RECOGNITION - UNION MEMBERSHIP - EMPLOYEE HIRING

Section 1. Recognition.

(a) The Club recognizes the Union as the exclusive bargaining representative for the purpose of collective bargaining with respect to rates of pay, hours of work and other conditions of employment for all kitchen, service, club house, maintenance, a la carte, banquet and locker room employees, including employees in the classifications listed in the schedules contained in this Agreement, excluding managerial, confidential, administrative, office clerical, supervisory employees and guards as defined in the National Labor Relations Act. If during the term of this Agreement the Club adds classifications in addition to those listed in the schedules, the Club and the Union will bargain over the rates of pay for those classifications.

(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 may remain members in good standing of the Union or may tender to the Union the initiation fees and periodic dues that are the obligation of members, or may 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 may become and remain members in good standing of the Union or may 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.

ARTICLE 2
CHECK-OFF OF UNION DUES

Section 3.

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

The Club will provide on a monthly basis, an employer roster including: Name, Address, Full Social Security Number, Telephone Number, House Seniority Date, Full-Time or Part-Time Status electronically to the Union.

The Union will have the opportunity to provide a thirty (30) minute presentation. In this presentation, by way of description and not limitation, the Union may introduce representatives, describe the Union's office location, explain the benefits and conditions of Union membership, describe the membership's roles in Union activities, and discuss other Union-related matters. The Club's representatives shall not interfere with this opportunity or the Union's presentation

In the event there is a change in law so that obtaining or continuing employment may be conditioned on the payment of Union dues or service fees, the Club and the Union shall revert back to language in this article in the previous Collective Bargaining Agreement.

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
**HOURS OF WORK - WORK WEEK - DESIGNATION OF 6TH
AND 7TH DAYS - REPORTING FOR WORK -
EMPLOYEE DEFINITIONS**

Section 4.

Eight (8) hours of work shall be considered the normal workday and five (5) days of work the normal work week for full-time employees. This shall not be construed as guarantee of the minimum or maximum number of hours or days of work for full-time employees as defined.

Section 5.

The work week shall be seven (7) consecutive days beginning on Saturday at 12:00 a.m. and ending on Friday at 11:59 p.m.

Section 6.

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

Section 7.

An employee reporting for work shall be paid for a minimum of four (4) hours even if the Club sends the employee home due to shortage of work. This provision shall not apply in case of an emergency caused by fire, flood, riot, civil commotion, or acts of God. An employee reporting for work during an emergency shall be paid for all hours actually worked and not less than one-half the employee's regular rate of pay for the day.

Section 8.

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 9.

(a) Effective May 1, 2014, a full-time employee is one who regularly works thirty-two (32) hours or more per week averaged over thirty-nine (39) rolling weeks, excluding the weeks the Club is closed. When calculating the average, the Club will also exclude the weeks when the employee did not work thirty-two (32) hours due to lack of available work, rather it will use the weeks when work was available preceding the thirty-ninth (39th) week, but up to a total of thirty-nine (39) weeks of available work. (For example, an employee has averaged 32 hours per week in weeks 1-30, and 36-39, but in weeks 31-32 the Club was closed and in weeks 33-35 the Club did not have 32 hours of work per week. When calculating the average, the Club will use weeks 1-30, 36-39, skipping weeks 31-35, but adding weeks 40-44. Vacation time and paid personal days shall be counted as time worked for purposes of this section.

(b) A part-time employee is one who works less than thirty-two (32) hours in a week and who is paid at the part-time rate.

(c) Part-time employees working thirty (30) of thirty-nine (39) consecutive weeks of four (4) or more days of seven and one-half (7 ½) or more hours will become full-time employees. The Club will not deny part-time employees available work to circumvent this section.

(d) A full-time employee who works less than four (4) days per week for thirty (30) of thirty-nine (39) consecutive weeks will become a part-time employee eligible for part-time benefits and shall no longer be eligible for full-time benefits unless and until he/she becomes full-time. A full-time employee who becomes a part-time employee under this provision shall not lose any benefits already earned or accrued. This provision will apply to "seasonal" employees (e.g., pool and snack stand employees), to employees who choose to limit their number of workdays, and to employees whose workdays are limited due to lack of available work at the Club. This provision shall not apply to any period the Club is closed for renovation or other than the normal winter closing period.

(e) A full-time employee who becomes a part-time employee under this provision shall have his/her seniority as a full-time employee 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. Full-time employees who become part-time employees under this provision shall have seniority preference over other part-time employees.

(f) The Club may schedule full-time employees for shifts of less than eight (8) hours in a work week, scheduling by seniority to accommodate work availability. The status and benefits of full-time employees working such short shifts will not be affected. The Club shall maximize work assignments for full-time employees up to a five day work week and shall give full-time employees priority for additional available work (golf outings, special functions, etc.) by seniority.

(g) A special function bartender is an employee who works less than eight (8) hours but not less four (4) hours in a day and who is called by the Club for special assignments, such as banquets, parties, and other similar functions not regularly scheduled by the Club. There shall be no specific weekly hours or set schedules for special function bartenders. A special function bartender shall not substitute for or replace full-time employees for any part of the basic eight (8) hour day or; basic forty (40) hour week. Hourly rates for special function bartenders are set forth in Schedule B.

(h) The Club shall not schedule two (2) six (6) hour employees when the work can be done by one (1) eight (8) hour employee.

(i) The Club will maximize work for full-time employees up to eight (8) hours per shift, by seniority and qualifications. The Club shall not assign work to part-time employees while full-time employees in the same classification are on lay off or are otherwise available for work unless it is impractical to do so.

(j) The Club may schedule part-time employees to supplement full-time employees in shifts of less than eight (8) hours, provided that such scheduling will not be used to deprive any full-time employees of eight (8) hours work.

(k) The Club will not use two (2) or more employees for work that can be performed by one employee in an eight (8) hour shift.

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

Section 10.

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

Section 11.

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

Section 12.

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

Section 13.

An employee can work in a lower rated job classification, provided the employee is paid the higher rate.

Section 14.

An employee receiving a higher wage rate, within the same classification, than the rate in this contract, shall have that differential maintained as long as the employee occupies the same job classification.

Section 15.

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

Section 16.

To be enforceable during the term of this Agreement, a practice that varies from this Agreement, or creates rights in addition to this Agreement, must be in writing and signed by the Club's general manager. The Club shall give the Union written notification of such practices within a reasonable time

Section 17.

Work schedules for full-time and part-time employees shall be posted weekly in advance of the work week. Once schedules are posted schedules shall not be altered to circumvent the payment of overtime; provided work schedules may be altered if Club activities or events are cancelled or reduced by ten (10%) percent or more with notice given at least twenty-four (24) hours or more before the scheduled activity or event occurs.

Section 18.

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 19.

Time and one half (1 ½) shall be paid for all hours worked in excess of forty (40) hours in any one work week.

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

Section 20.

(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 in a calendar year. A work week is defined as three (3) days or more worked prior to Memorial Day and after Labor Day and four (4) days or more between Memorial Day and Labor Day. Full-time employees working between 20 and 33 work weeks within a fifty-two (52) week period shall receive a prorated vacation for eligible vacation weeks. Vacation weeks will be paid as follows:

1 Year - 1 Week
2 - 10 Years - 2 Weeks
11- 20 Years - 3 Weeks
21 or More Years - 4 Weeks

*Employee currently receive five (5) weeks of vacation as of May 1, 2002 shall continue to receive such vacation 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, vacation pay shall be paid at twelve (\$12.00) dollars per hour for all eligible hours.

(c) An employee discharged, except for proven dishonesty, insubordination, substance abuse or assault, after working forty (40) or more days within the current contract year, shall be paid one (1) day's vacation pay for each forty (40) days worked. An employee discharged for proven dishonesty, insubordination, substance abuse or assault shall not be entitled to this benefit.

(d) An employee who quits, or is laid off, after working forty (40) or more days within the current contract year shall receive one (1) day's vacation pay times the number of weeks vacation to which the employee would otherwise be entitled, provided the employee gives two (2) weeks' written notice of the intention to quit.

Section 21.

Employees granted permission to take vacations during operational periods shall receive vacation pay at the time vacation is taken, provided one (1) week of vacation may be carried over to the next calendar year. Any unused vacation shall be forfeited, provided one (1) week of vacation may be carried over to the next calendar year. Employees permitted to take vacations during operational periods shall take vacations in accordance with seniority. The Club shall not unreasonably deny permission to take a vacation, provided that the Club may restrict vacations during peak operational periods. Employees who may take medical leaves of absence, or who are permitted to take personal leaves of absence, in operational periods, will elect, at that time, to take unpaid leave or consider it vacation time and receive vacation pay.

ARTICLE 7
HOLIDAYS

Section 22.

Full-time employees shall be paid straight time or for tipped or fixed gratuity employees, be paid at twelve (\$12.00) dollars per hour for all eligible hours for the following holidays if not worked and double (2x's) time for their normal scheduled shift:

Mother's Day
Memorial Day
Independence Day
Labor Day

Thanksgiving Day
Employee's Birthday

Section 23.

Subject to Section 25 below, an employee not on layoff or leave and not scheduled to work on a holiday set forth in Section 22 shall be paid regular pay for the holiday if the employee works his/her last scheduled full work day before and his/her next scheduled full work day after a holiday, unless the employee volunteers to or is asked to leave work before the end of his/her scheduled shift.

Section 24.

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

Section 25.

A full-time employee laid off shall be paid for a holiday if it occurs within five (5) 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 26.

If a full-time employee fails to work a scheduled holiday set forth in Section 22, pay for that day is forfeited, unless the employee is excused in writing by Club management.

Section 27.

Part-time employees shall be paid time and one-half (1 ½) the part-time rate for working on a holiday.

**ARTICLE 8
PERSONAL DAYS**

Section 28.

Full-Time employees shall receive 2 (two) personal days annually when they have 2 or more years of service.

**ARTICLE 9
LEAVES OF ABSENCE - FULL-TIME EMPLOYEES**

Section 29. Medical.

Leaves of absence without pay for reasonable periods of time, not to exceed six (6) months or the employee's seniority, whichever is lesser, shall be granted by the Club for reasons of bona fide illness or disability, including pregnancy. Such leaves shall not affect the employees'

seniority rights. When medical evidence is presented and additional leave is required, seniority will accrue for an additional three (3) months only. The Club may require reasonable medical documentation in connection with medical leaves of absence.

Section 30. 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 31.

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

Section 32.

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

Section 33.

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.

ARTICLE 10
SENIORITY

Section 34.

(a) The Club recognizes seniority in job classifications for full-time employees only. 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, up to forty (40) hours, 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) A full-time 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 35.

New employees are probationary employees and shall not acquire seniority until employed for more than sixty (60) working days, which may be extended for up to an additional thirty (30) working 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 employees .

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 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 or is not actually working for any reason 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 contract consecutive years employed, provided they work at least sixty (60) days in each contract year unless laid off.

No 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 job classification.

ARTICLE 11
HEALTH - WELFARE - PENSION

Section 37. Culinary Plan, 345.

(a) Effective September 1, 2006, Knollwood Country Club shall not make Welfare contributions on behalf of "extra" part-time, seasonable, casual or student employees.

The Employer agrees to remit contributions for each full-time employee during the first ninety (90) calendar days of employment as follows:

- 1/1/17: \$2.48 per day with a minimum of \$12.40 per week.
- 1/1/18: \$2.48 per day with a minimum of \$12.40 per week.
- 1/1/19: To be determined

The Employer agrees to remit contributions for each full-time employee on the first day of the first full month following ninety (90) calendar days of employment as follows:

- 1/1/17: \$49.69 per month.
- 1/1/18: \$49.69 per month.
- 1/1/19: To be determined.

Section 38. Health Insurance.

Effective June 1, 2014, seniority employees may elect to obtain health care and prescription drug coverage through a health care exchange as effective that date the Club will no longer provide for or pay for such coverage.

In the event the Affordable Care Act is repealed, the Union and the Club shall meet and review other options.

Section 39. Full-time Employees, Monthly Culinary 345.

Whether insured or covered as an individual or a dependent under a health plan, the Club will continue the monthly culinary contributions as referred in Section 36 above.

Section 40. 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 the date of hire as a full-time employee, the Club will pay for one month following layoff; the one (1) month contribution to the culinary plan as provided in Section 36 of this Article. However, the Club may provide contributions, in a non-discriminatory manner, in excess of those required by this part of this Section.

(b) If a full-time employee is granted a leave of absence pursuant to Article 10 of this Agreement, the Club will contribute the monthly culinary contribution as provided in Section 36 of this Article, for not less than three (3) calendar months following the granting of such leave of absence; provided personal leaves shall be covered only for thirty (30) days.

(c) An eligible employee who quits or is discharged will not be entitled to any additional contributions as may be provided in this Section.

Section 41. Pension Program, Fund 545.

Effective October 25, 2006, Knollwood Country Club shall not make Pension contributions on behalf of "extra," part-time, seasonal, casual or student employees.

New contribution rates:

Effective 7/1/17:	\$21.71/day
Effective 7/1/18:	\$22.72/day
Effective 5/1/19:	\$23.78/day

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

The Employer reserves the right to withdraw from the National Retirement Fund during the life of this agreement and thereafter agrees to negotiate with the Union regarding an alternative plan.

Section 42. Binding Agreement.

The Club and the Union agree to be bound by the Agreement and Declaration of Trust of said UNITE HERE HEALTH and the National Retirement Fund as may from time to time be 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 increase the contribution rates negotiated by the Club and the Union as set forth in this collective bargaining agreement effective May 1, 2014 through December 31, 2016.

Section 43. Employee Data.

The contributions provided in Sections 36 and 40 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.

This Article may be reopened by either party for the purpose of providing another source for coverage. The Employer must substitute a private plan with either comparable or improved benefits.

**ARTICLE 12
GRIEVANCE PROCEDURE - NO STRIKE -
NO LOCKOUT**

Section 44.

Any dispute arising out of any of the provisions of this collective bargaining agreement 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 ten (10) 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 ten (10) 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 ten (10) working days following the delivery of the written grievance, the Club shall deliver a written response to the Union. 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 Club's Step 3 response. Following the written demand, a single arbitrator shall be selected, whose decision shall be final and binding. The parties will attempt to agree upon an arbitrator by mutual consent for not more than a two (2) week period, unless otherwise agreed, before selecting same in accordance with the policies, functions and procedures of the Federal Mediation Conciliation Service. The parties shall share the costs and fees of the arbitrator equally, and shall pay their own respective costs.

Section 45.

The time limits in Section 43 are material and may be waived only by written agreement in each individual grievance.

Section 46.

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 47.

The Union and the Club recognize the service nature of the Club's 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, its members and employees will not call, engage in, participate in, or sanction any strike, slowdown, stoppage of work, or picketing or any other interference with the conduct of the Club's business, for any reason whatsoever.

Section 48.

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 13
MANAGEMENT'S RIGHTS

Section 49

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.
- (h) To assign the work, job duties and responsibilities to be performed within the department.
- (i) To conduct alcohol or drug testing of employees in accordance with its policy.

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 in 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. 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 14
MEALS - SHIFT DIFFERENTIAL - LOCKER ROOM

Section 50.

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 the 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 51.

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

ARTICLE 15
UNIFORMS

Section 52.

The Club may supply uniforms at its expense.

Section 53.

The Club shall furnish all kitchen culinary staff uniforms and launder such uniforms at the Club's expense.

ARTICLE 16
EMPLOYEE/UNION RIGHTS

Section 54.

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

Section 55.

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

Section 56.

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 57.

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 in 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 58.

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 59.

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 60.

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

Section 61.

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, provided he/she is not able to return to work that day.

ARTICLE 17
SAVING PROVISION

Section 62.

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 18
JURY DUTY - FULL-TIME EMPLOYEES

Section 63.

A full-time seniority 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 or for tipped or fixed gratuity employees, eleven (\$11.00) dollars per hour for all eligible hours and the daily jury duty fee paid by the court, excluding travel allowances or reimbursement of expenses. The Club's obligation to pay an employee for jury duty is limited to a maximum of thirty (30) days in any year. In order to receive payment, the employee must give the Club prior notice and must furnish evidence that jury duty was performed.

ARTICLE 19
BEREAVEMENT LEAVE - FULL-TIME EMPLOYEES

Section 64. 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' workdays 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. The Club may require proof of relationship to the deceased and attendance

at the funeral. For tipped or fixed gratuity employees, bereavement pay shall be paid at eleven (\$11.00) dollars per hour for all eligible hours.

ARTICLE 20
POLITICAL CONTRIBUTION DEDUCTION AUTHORIZATIONS

Section 65. The Club agrees to honor Unite Here Tip campaign committee contribution deduction authorizations from the employees in the following form: The Company 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 thirty (30) days of the following months, and shall be accompanied by a list setting forth as to each contributing employee his or her name, address, occupation, rate of PAC payroll deductions by the payroll or other designated period and contribution amount. The parties acknowledge that the Company's costs of administration of this PAC payroll deduction have been taken into account by the parties in their negotiation of this Agreement and have been incorporated in the wage, salary and benefits provisions of this Agreement. The Company shall send these transmittals and this list to: Treasurer, UNITE HERE TIP Campaign Committee, 275 Seventh Avenue, New York, NY 10001.

Section 66. The political contribution deduction shall be made once each month during which an employee who has performed compensated service has in effect a voluntarily executed political contribution deduction authorization. The money shall be remitted within thirty (30) days after the last day of the preceding month to the designated financial officer of the Union, accompanied by a form stating the name, social security number, and address of each colleague for whom a deduction has been made, and the amount deducted.

Section 67. The Union shall indemnify, defend and save the Club harmless against any and all claims, demands and suits, attorney fees or action taken by the Club in reliance upon payroll deduction authorization cards submitted to the Club.@

ARTICLE 21
LONGEVITY BONUSES

Section 68. Full time seniority employees shall receive annual bonuses based on seniority, payable in monthly installments as set forth below:

- a) 1 year of service: \$500.00
- b) 2 years of service: \$1,000.00
- c) 11 years of service: \$1,500.00
- d) 21 or more years of service: \$1,800.00

To be eligible for such payments, a full time seniority employee must be on the Club's payroll on the date such payment is made. Payments shall be made monthly; provided payments for the months the Club is closed for the winter shall be paid on the last pay period prior to the winter closing.

ARTICLE 22
TERM OF AGREEMENT

Section 69.

This Agreement is effective January 1, 2017, 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 contract anniversary date. Upon giving notice, this Agreement shall terminate December 31, 2019, or subsequent contract anniversary.

UNITE HERE! LOCAL 24

KNOLLWOOD COUNTRY CLUB

By: Steven M. Jones

By: Mark Madusky

Its: Union representative

Its: President

Date: April 11, 2017

Date: 4/25/17

SCHEDULE A
KITCHEN EMPLOYEES

Daily Rates:

	<u>5/6/17</u>
Sous Chef	\$118.16
Pastry Chef	\$117.68
Other Cooks & Butchers	\$114.16
Bakers	\$114.16
Kitchen Steward	\$110.64
Storeroom	\$107.12
Pantry Person	\$107.12
Utility Worker	\$99.92

Utility Workers includes Silverpolishers, Potwashers, Dishwashers, Runners, Garbage Persons, Glasswashers, Kitchen Persons, Ice Persons, Coffee Makers, Vegetable Preparers, and General Kitchen Cleaning.

Wage Increases:	<u>5/6/17</u>	<u>5/5/18</u>	<u>5/4/19</u>
	\$0.40/hr.	\$0.30/hr.	\$0.30/hr.

OTHER SPECIFIC WORKING CONDITIONS

Newly hired employees, may be hired at eighty (80%) percent of the rate in effect at time of hire and must be employed a minimum of nine (9) consecutive months before receiving a post ratification increase or annual contractual increase.

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

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

Daily Rates:

5/6/17

Bartender \$103.56

Wage Increases: 5/6/17 5/5/18 5/4/19
 \$0.15/hr. \$0.15/hr. \$0.15/hr.

OTHER SPECIFIC WORKING CONDITIONS

In the event tips or gratuities 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.

Newly hired employees, may be hired at eighty (80%) percent of the rate in effect at time of hire and must be employed a minimum of nine (9) consecutive months before receiving a post ratification increase or annual contractual increase.

Bartenders serving a la carte shall receive a 15% gratuity.

SCHEDULE C
STAFF PERSONNEL

These classifications do not necessarily apply to people working in the classifications in the Club, it being necessary in accordance with the recognition provisions of this contract that an employee indicates a desire to be represented by the Local by execution of an authorization card.

Daily Rates:

	<u>5/6/17</u>
Card Room Attendant	\$103.76
Janitor/Porter	\$104.32
Laundry	\$104.32
Locker Room, Non-Tipped	\$104.32
Maintenance Person	\$111.36
Housekeeping	\$104.32

Wage Increases:	<u>5/6/17</u>	<u>5/5/18</u>	<u>5/4/19</u>
	\$0.40/hr.	\$0.30/hr.	\$0.30/hr.

OTHER SPECIFIC WORKING CONDITIONS

Newly hired employees, may be hired at eighty (80%) percent of the rate in effect at time of hire and must be employed a minimum of nine (9) consecutive months before receiving a post ratification increase or annual contractual increase.

SCHEDULE D
WAIT STAFF AND BANQUET PERSONNEL - FIXED GRATUITY CLUB

Daily Rates:

5/6/17

Servers \$42.16

Maitre D' - Wage or salary rates to be negotiated individually, with verification to be submitted to the Union. In other respects, this Agreement applies.

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

Gratuity of 20% to be distributed as follows:

15% to servers serving a la carte and 15% for banquets with any remaining being distributed at the discretion of management.

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

Bus help will be paid on hourly rate basis as follows:

5/6/17

Bus Person \$12.20

Wage Increases: **5/6/17** **5/5/18** **5/4/19**
\$0.15/hr. \$0.15/hr. \$0.15/hr.

OTHER SPECIFIC WORKING CONDITIONS

Dining room employees shall be permitted to work split shifts.

LETTER OF UNDERSTANDING

RE: Assignment of Pool Snack stand/Halfway House employees.

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

UNITE HERE! LOCAL 24

By: *Steven M. Pannico*

Its: *Union representative*

KNOLLWOOD COUNTRY CLUB

By: *Wendy*

Its: President

LETTER OF UNDERSTANDING

RE: Waitstaff and Buspenders.

Waitstaff and buspenders are expected to maintain the cleanliness of their side stations. Waitstaff and buspenders will not be required to perform heavy cleaning.

UNITE HERE! LOCAL 24

KNOLLWOOD COUNTRY CLUB

By: *Steven A. Jones*

By: *Wendy [Signature]*

Its: Union representative

Its: President

LETTER OF UNDERSTANDING

It is agreed between the undersigned parties that if an employee has been receiving a rate in excess of the classification rate because of increased duties or responsibilities and such duties or responsibilities are given up or removed, the Employer has the right to reduce the employee's rate to the classification rate.

UNITE HERE! LOCAL 24

KNOLLWOOD COUNTRY CLUB

By: *Steven M. Sanchez*
Its: Union representative

By: *[Signature]*
Its: President

LETTER OF UNDERSTANDING

IT IS AGREED by the undersigned parties that if an employee incurs a major life threatening illness or injury, such as cancer, which precludes the employee from returning to work within one (1) year, the time limits in Article 8, Section 28 may be extended an additional six (6) months to twelve (12) months.

UNITE HERE! LOCAL 24

KNOLLWOOD COUNTRY CLUB

By: Steven M. Jannney

By: Mark Neely

Its: Union representative

Its: President

LETTER OF UNDERSTANDING

It is agreed by the undersigned parties that employees may substitute earned vacation pay for unpaid absences; provided such vacation pay shall not constitute hours worked for the purpose of calculation of overtime.

UNITE HERE! LOCAL 24

KNOLLWOOD COUNTRY CLUB

By: *Alvera M. Janning*

By: *W. W. [unclear]*

Its: *Union representative*

Its: President

