

Between

LOCHMOOR CLUB

and

Local 24 - UNITE HERE

EFFECTIVE April 1, 2013 to JANUARY 31, 2018

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AGREEMENT

THIS Collective Bargaining Agreement (“the Agreement”), made as of the 1st day of April, 2013 between Lochmoor Club and UNITE HERE, Local 24, AFL-CIO, referred to as the “Union.”

ARTICLE 1

RECOGNITION - UNION MEMBERSHIP

Section 1 - Recognition

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 the Schedules contained in this Agreement, excluding managerial, confidential, administrative, office clerical, seasonal and supervisory employees and guards as defined in the National Labor Relations Act. Should the Club create a new position that is covered under the terms of this Agreement, the Club and the Union shall negotiate the applicable rate of pay for the position.

Section 2 – Union Membership

(a) All employees shall have the choice to remain members in good standing of the Union by tendering to the Union the initiation fees and periodic dues to the Union that are the obligation of members.

(b) Newly hired employees shall 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 to the Union that are the obligation of members.

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

Section 3 – Check off

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

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

(c) The Lochmoor Club will provide on a quarterly 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.

ARTICLE 2

WORK WEEK – HOURS OF WORK – REPORTING FOR WORK

DEFINITION OF FULL-TIME, PART-TIME AND SEASONAL EMPLOYEES

LESS THAN EIGHT HOUR SCHEDULES

Section 4 - Work Week; Schedules; Hours

(a) The normal work week shall be Sunday through Saturday, and shall consist of six (6) days. Eight (8) hours of work shall be considered the normal workday and forty (40) hours of work the normal work week. 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, except as provided further in this section, when eight (8) hours of work is available.

(b) Employees may be scheduled to work any day of the week, with the Club making best efforts 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 and may not be made to circumvent overtime or to deny full-time employees the opportunity to work golf outings and other functions on days the Club is ordinarily closed. Choice of regular days off shall be done by seniority for full-time employees. The Club shall not penalize an employee for declining to agree to change regular days off. 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 provided that schedule changes shall not be made to circumvent overtime or to deny full-time employees the opportunity to work golf outings and other functions on days the Club is ordinarily closed.

(c) The Club will maximize work assignments for full-time employees for up to six (6) days and shall give full-time employees priority for additional available work (golf outings, special functions, etc.) by seniority. The Club may schedule full-time employees for shifts of less than eight (8) hours but not less than four (4) hours. The Club will maximize work for full-time employees in compliance with Article 3, Section 5. The Club will not assign work to part-time employees or seasonal employees unless full-time employees in the same classification, or who have worked in the same classification, have been given the opportunity to work the available hours as scheduled. 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 do not accept the assignment.

(d) Employees shall be paid for all hours worked. If an employee volunteers to go home early the employee will be paid for actual hours worked. If the Club involuntarily 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 four (4) hours of work or the actual hours worked, whichever is greater. This provision shall not apply in case of in the 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. A full-time employee reporting for work during an emergency shall be paid for all hours actually worked. 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.

(f) No part-time employees shall be used where full-time employees are on layoff; (i) unless the full-time employee selected a layoff instead of being converted to part-time status; (ii) except in cases of emergency; or (iii) where the Club cannot contact laid off employees in the same classification.

Section 5 - Pay Day

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

Section 6 - Bargaining Unit Work

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

Section 7 - Full-time, Part-time, Seasonal - Defined

(a) Unless otherwise designated as full-time by the Club in its sole discretion, a full-time employee must average over thirty hours per week out of forty weeks in a calendar year. All other employees will be designated as Part-Time. Part-time employees are not eligible for or entitled to fringe benefits (including pension, health and welfare) and do not accrue and are not eligible to use seniority under this Agreement.

(b) 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.

(c) Any part-time employee attending school (high school or college) is not covered under this Agreement.

ARTICLE 3

MERIT INCREASES – SCHEDULES OF WAGE RATES

SPECIFIC WORKING CONDITIONS

Section 8 - Merit Increases

Wages and fringe benefits can be raised by the Club for individuals for superior knowledge and ability. There are no mandatory wage increases.

Section 9 - Job Classifications

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

(b) An employee who works more than two consecutive (2) hours during a shift in a higher rated job classification shall be paid at the higher rate for all hours worked in that classification.

(c) 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.

(d) Servers working a split of two (2) separate meal periods shall be paid an additional two dollars (\$2.00).

Section 10 - Non-Contractual Benefits

Except as provided in Section 12, 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 11 - New Hire Rate

New employees will be paid per the new hire rate established in the applicable schedule for that employee's classification.

ARTICLE 4

OVERTIME PROVISIONS

Section 12 - Overtime Premium

(a) Overtime shall be paid at time and one half (1.5) for all hours worked in excess of forty (40) hours in any work week.

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

ARTICLE 5

NEW YEAR'S EVE OVERTIME PROVISIONS – ALL EMPLOYEES

Section 13 - Premium Pay

(a) 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.

ARTICLE 6

PAID TIME OFF– FULL-TIME EMPLOYEES

Section 14

(a) The Club will grant paid time off to Full Time Employees hired before May 1, 2007 as follows:

- 1 Year – 72
- 2 – 7 years – 136
- 8 - 15 Years – 176
- 16 -22 years – 216
- 23 or more years – 256

(b) The Club will grant paid time off to Full Time Employees hired after May 1, 2007 but before June 1, 2015 as follows:

- 1 - 2 Years – 72 Hours
- 3-9 years – 136 hours
- 10-15 Years – 176 hours
- 16-or more years – 216 hours

(c) The Club will grant paid time off to Full Time Employees hired after June 1, 2015 as follows:

- 1 – 5 Year – 48 Hours
- 6 - 10 years – 72 hours
- 11 - 14 Years – 112 hours
- 15 or more years – 152 hours

(d) Paid time off is paid based on a per hour basis at the employee's current straight time hourly rate. For tipped or fixed gratuity employees, whose hourly wage falls below the state of Michigan minimum wage, paid time off is based on the straight hourly rate plus 100% of that hourly rate. Days or hours paid are considered days or hours worked.

Section 15 - PTO Requests

Employees granted permission to take paid time off during operational periods shall receive PTO pay at the time it is taken. All unused PTO may be paid out annually at the Club's option. The Club shall not unreasonably deny permission to take PTO, provided that the Club may restrict PTO during the May 1st thru September 30th operational periods.

ARTICLE 7

HOLIDAYS

Section 16 - Holiday Provisions

Full-time employees who work on the following holidays shall be paid at time and a half (1.5) their base rate for all hours worked:

Thanksgiving Day Memorial Day Christmas Day Independence Day Labor Day

Section 17 - Eligibility

A full-time employee must work the last scheduled work day in full preceding and the first scheduled work day in full following the holiday unless excused by the Club.

Section 18 - Part-time Pay Rate - Holidays

Part-time employees will be paid time and one-half (1-1/2) for hours worked on a holiday.

Section 19 - Written Notice Requirement

Employees shall give one (1) week's written notice in order to take PTO, unless approved by the Club or prevented by sickness, disability, or emergency.

ARTICLE 8

LEAVES OF ABSENCE

Section 20 - Leave of Absence Provisions

Leaves of Absence without pay for reasons including bona fide illnesses or injuries or personal reasons may be granted to employees in accordance with the provisions of this Article after successful completion of their introductory period. All PTO hours must be used prior to taking of a leave of absence. The term of any leave covered by this Article may be extended by the written mutual agreement of the parties. The circumstances and conditions of a leave request will be provided on the appropriate leave of absence request form. A leave of absence is not automatic, and must be requested, reviewed, and approved by the Club in writing. All leaves of absence will be in accordance with the Family and Medical Leave Act of 1993 (FMLA) where applicable.

Section 21 - Medical Leave

A medical leave of absence may be granted to an employee due to illness or injury according to the following guidelines:

(a) Eligible employees shall be granted a medical leave of absence in accordance with the requirements of the FMLA provided the employee has completed at least one (1) full year of service with the Club and has worked a minimum of 1,250 hours in the twelve (12) month period preceding the leave to be eligible for such leaves. Employees who don't meet this requirement may apply for a personal leave of absence.

(b) Medical leaves shall be granted for a period of up to twelve (12) weeks in any twelve month period. An employee who exhausts the maximum leave of absence available pursuant to this Section shall be provided the opportunity to be placed on inactive status according to Section 48 of this Article.

(c) The Club shall continue to provide medical insurance coverage for eligible employees for up to twelve (12) weeks while on an approved FMLA medical leave of absence in accordance with the requirements of the FMLA. Employees not eligible for FMLA leave shall receive medical benefits until the end of the month following the month the leave began.

(d) Employees shall be required to use all accrued/unused PTO during the leave period.

(e) The Club may require medical evidence prior to approving a medical leave.

Section 22 - Illness in the Immediate Family Leave

A leave of absence may be granted under the FMLA to an employee due to illness in an employee's immediate family as required by the FMLA according with the following guidelines:

(a) An employee may be eligible for a leave of absence for an illness in the immediate family provided an employee has completed at least one (1) full year of service with the Club and has worked a minimum of 1,250 hours in the twelve (12) month period preceding the leave to be eligible for such leave. Employees who do not meet this requirement may apply for a personal leave of absence.

(b) FMLA leaves under this Section may be granted for a period of up to twelve (12) weeks in any twelve month period.

(c) The Club shall continue to provide medical insurance coverage for FMLA eligible employees for up to twelve (12) weeks while on an approved leave of absence due to illness in the employee's immediate family in accordance with the requirements of the FMLA. Employees not eligible for FMLA leave shall receive medical benefits until the end of the month following the month the leave began.

(d) Employees shall be required to use all accrued/unused PTO during the leave period.

Section 23 - Child Rearing Leave

A child-rearing leave of absence under the FMLA will be granted for the birth and caring of an employee's child or for the placement of a child with an employee for adoption or foster care according to the requirements of the FMLA based on the following:

(a) An employee may be granted a child rearing leave of absence provided an employee has completed at least one (1) full year of service with the Club and has worked a minimum of 1,250 hours in the twelve (12) month period preceding the leave to be eligible for such leaves. Employees who do not meet this

requirement may apply for a personal leave of absence.

(b) FMLA leaves may be granted for a period of up to twelve (12) weeks and eligibility ends one (1) year after the date of birth or placement of the child. Proof of the birth or adoption may be required.

(c) The Club shall continue to provide medical insurance coverage for FMLA eligible employees for up to twelve (12) weeks while on an approved child rearing leave in accordance with the requirements of the FMLA. Employees not eligible for FMLA leave shall receive medical benefits until the end of the month following the month the leave began.

(d) Employees shall be required to use all accrued/unused personal days during the leave period.

Section 24 - Military Service Leave

A military service leave of absence may be granted to an employee serving in branch of the U.S. Military according to the requirements of the FMLA and other applicable laws based on the following guidelines:

(a) The military leave shall be in accordance with applicable laws.

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

Section 25 - Personal Leaves of Absence

Personal leaves of absence without pay may be granted to employees at the discretion of the Club according to the following guidelines:

(a) Employees may be granted a personal leave after successful completion of their introductory period.

(b) Leaves shall be limited to eight (8) weeks.

(c) The circumstances and conditions of a personal leave request must be stated on the appropriate leave of absence request form and the form must be submitted to the Club.

(d) Employees shall be required to use all accrued/unused vacation and personal days during the leave period

(e) Employees granted a personal leave may retain their insurance coverage at the employee's expense.

Section 26 - General Guidelines for Leaves of Absences

(a) Leaves of absences will not be granted to employees being laid off because of lack of work.

(b) An employee who enters into gainful employment with another employer while on a leave of absence, unless specifically approved by the Club in writing, will be terminated.

(c) An employee may request an extension to a leave of absence by providing written justification for the leave extension. An extension to a leave is not automatic and must be requested and granted in writing.

(d) Any combination of leaves of absence shall not exceed twelve (12) weeks within a one (1) year period unless approved by the Club.

(e) All leaves of absence require review and approval by the Club.

(f) All leaves of absence shall be in writing and submitted by the employee to the Club with thirty (30) days advance notice of the proposed leave commencement, or as much advance notice as possible.

Section 27 - Returning from Leave of Absence

(a) Any employee returning from a leave of absence due to a medical condition or a leave of absence due to injury is required to obtain a written release from a licensed physician stating that the employee is able to return to work.

(b) An employee returning from a leave of absence from work in excess of the time periods as stated in this Article, shall receive prior service credit for seniority for time employed up to a maximum of three (3) years.

ARTICLE 9

SENIORITY – FULL-TIME EMPLOYEES

Section 28 - Seniority Provisions

(a) The Club recognizes seniority in specific job classifications and full time employees shall, whenever reasonably possible, 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 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 seniority in the old class as of the date of the transfer. The employee shall earn seniority in the new classification from the date of transfer. For purposes of determining the employee's rights in the event of layoff, seniority in the new classification shall be calculated from the date of transfer to the date of layoff. Seniority in

the old classification shall be from the date of entry into the old classification to the date of layoff. Employees transferred to a non-bargaining unit position lose all seniority rights after one (1) year.

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

Section 29 - Probationary/Introductory Period

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

Section 30 - Termination of Seniority Rights

(a) Seniority rights terminate when an employee: i) Quits or retires; (ii) Is discharged for cause; (iii) Fails to return to work from an approved leave of absence;(iv) 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 eight (8) days; or (v) Is laid off for a period equal to seniority or one (1) year from the date of layoff, whichever is the lesser period of time. Full 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 ninety (90) days in each year unless laid off.

(b) 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.

ARTICLE 10

HEALTH – WELFARE – PENSION

Section 31 - Culinary Plan 345, Full-time Employees During Their First 90 Days Of Employment

(a) The Club will contribute \$____ per day for each day, or part thereof, worked or paid, for each full-time employee until such full-time employee completes ninety (90) calendar days of employment, at which time the full-time employee becomes eligible for contributions listed in Section 41 from and after such employee's first date of employment. Contributions will be made to the Hotel Employees and Restaurant Employees International Union Welfare Fund. The club agrees time paid is considered time worked.

(b) 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 Club's participation pursuant to paragraph 1.1 of the Fund's Minimum Standards.

(c) The Club will not submit welfare contributions for employees classified as part-time or seasonal employees (extra or steady extra employees).

(d) Daily Rates for each eligible full-time and worker II employee:

1/1/14	\$3.11
1/1/15	\$3.11
1/1/16	\$2.48
1/1/17	to be determined
1/1/18	to be determined

Section 32 - Health Insurance

(a) In addition to the contributions set forth in Section 31, above, the Club will subsidize employee health insurance premiums as stated below. Employees will be eligible for such coverage under the terms of the Plan on the first full month following ninety (90) calendar days of employment as a full-time employee,, provided that such full-time employee is not covered as an individual or a dependent on a plan fully paid for by another employer.

Gold or Base Insurance Plan: For coverage year May 2015 to April 2016, the Club will pay ninety percent (90%) of the monthly premium, and full time employees will pay the remaining ten percent (10%) of the premium through payroll withholding. After April 2016, the Club and the employee will share equally (50% each) in any premium increases over and above the April 2016 premium rate.

Platinum or Enhanced Plan: In the event the full time employee selects coverage under the Platinum or Enhanced plan, the employee shall be responsible for the amount premium over and above the amount that the Club pays for a covered employee under the Gold or Base Plan.

(b) Should there be an increase in the annual premium greater than 10%, the Club may change carriers or plans or self-insure health insurance coverage.

Section 33 - Full-time Employee, Monthly Culinary 345

Whether a full time employee is 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 as referred to in Section 41 above

Section 34 - Culinary Plan 345, Full-time Employees

(a) On the first day of the first full month, and beginning with that full month, following ninety (90) calendar days of employment as a full-time employee, the Club will contribute \$_____per month, or part thereof worked or paid, for each full-time employee.

(b) 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 Club's participation pursuant to paragraph 1.1. of the Fund's Minimum Standards.

(c) Monthly rates for each eligible full-time employee and worker II employee:

1/1/14	\$62.11
1/1/15	\$62.11
1/1/16	\$49.69
1/1/17	to be determined
1/1/18	to be determined

Section 35 - Dependent Care

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

(b) Part-time or other employees who are not eligible for employer-paid coverage in conformity with Section 42 may enroll, if eligible, at the employee's expense, paid through payroll deduction.

Section 36 - Section 125, Self-Payment Plan

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

Section 37 - 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 two hundred (200) or more days from date of hire as a full-time employee, the Club will pay for one (1) month following layoff, the monthly contribution due for health coverage for such full-time employee as provided for in Sections 33 of this Article, and the one (1) month contribution to the Culinary Plan as provided in Section 34 of this Article. However, the Club may provide contributions, in a non-discriminatory manner, in excess of those required by this part of this Section. Provided further, the Club shall continue coverage year round, including during the Club's annual closed period, for any full-time employees who work as full-time employees for ten (10) months or more in a calendar year, so that there will be no gap in the Club-paid coverage provided under this Agreement.

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

Section 38 - Pension Program, Fund 545

(a) Effective with the execution of this Agreement by both parties, the Club will contribute, in addition to the health and welfare contributions provided in this Article, a contribution in dollars per day, or part thereof, worked or paid for each bargaining unit employee classified as full-time to the Hotel Employees and Restaurant Employees International Union Pension Fund, pursuant to an indenture of trust establishing such fund.

(b) Pension program for each full-time employee and worker II Employee:

2/1/14	\$15.45 per day for each day worked or paid
5/1/14	\$16.82 per day for each day worked or paid
2/1/15	\$17.68 per day for each day worked or paid
5/1/15	\$19.12 per day for each day worked or paid
2/1/16	\$20.10 per day for each day worked or paid
2/1/17	\$21.14 per day for each day worked or paid
2/1/18	\$22.23 per day for each day worked or paid

Section 39 - 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 except for the provisions of Section 41 below, they are to be bound by the Agreement(s) and Declaration(s) of Trust of the Fund(s), as may from time to time be amended, and they do hereby irrevocably designate as their respective representatives on the Board of Trustees such Trustees named in said Agreement(s) and Declaration(s) of Trust as Employer and Union Trustees respectively, together with their successors selected as provided therein, and agree to abide and be bound by all procedures and rules established and actions taken by the Trustees pursuant to said Trust Agreement(s). Any provision in this Agreement that is inconsistent with the Agreement and Declaration of Trust, or the Plan of Benefits, rules or procedures established by the Trustees, shall be null and void.

Section 40 - Employee Data

The contributions provided in Sections 31, 32, 33, 34 & 38 shall be paid monthly, together with a report of employee data prescribed by the Trust Funds no later than the fifteenth (15th) day of the month following the month for which they are to be made. Said employee data shall include name, address, social security number, sex, date of birth, date of hire, days or weeks of employment, length of employment and such other information as the Trustees may determine necessary in order to comply with the record keeping requirements of ERISA and/or to properly provide welfare and pension benefits to participants.

Section 41 - National Health Insurance

In the event a National Health Insurance Program becomes law, it is not the intent of this Agreement to duplicate coverage, but to maintain at least the same level of benefits. It is understood that the Club shall not be obligated to contribute a total contribution toward the employees' designated obligation for the National Health Insurance which is greater than the health and welfare contributions required under the terms of this Agreement.

ARTICLE 11

GRIEVANCE PROCEDURE – NO STRIKE – NO LOCKOUT

Section 42 - Grievance Procedure

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 One. Between the aggrieved employee, the steward, and the Club's designated representative.

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

Step Three. If the grievance has not been satisfactorily settled during Step 1 or Step 2, within ten (10) calendar 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) calendar 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. In the absence of a written response within fifteen (15) working days, the grievance shall be deemed to be denied. These time limits are material and may be waived only by written agreement in each individual grievance.

Step Four. 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 of a written demand for arbitration to the Club within thirty (30) 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 American Arbitration Association. The parties shall share the costs and fees of the arbitrator equally, and shall pay their own respective costs.

Step Five. Prior to the parties submitting a matter to arbitration, the parties have the option to submit the matter for non-binding mediation to the Federal Mediation and Conciliation Service (FMCS) or to another mediator agreed to by the parties. Either party may request to submit the grievance to mediation but both parties must agree to mediation. A request for mediation must be made within fifteen days of the date of the Club's Step 3 decision. Mediation will be scheduled to occur within thirty (30) calendar days of the agreement to mediate, or as otherwise agreed to by the parties, but as soon as practicable. If neither party requests mediation at this Step, arbitration may be requested pursuant to Step Six of this Article.

The fees and expenses of FMCS shall be shared equally by the parties. If the matter is not resolved in mediation, arbitration may be requested pursuant to Section 6.03 of this Article within fifteen (15) calendar days of the mediator's recommendation.

Step Six – Arbitration

If the grievance has not been settled by mediation in step 3, the grievance may be referred to arbitration by the union. Arbitration must be initiated by delivery of a written demand (Certified) for arbitration to the club within thirty (30) days of the Club's step 3 written response or within fifteen (15) calendar days from the initial meeting with the agreed upon mediator. 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 American Arbitration Association. The parties shall share the costs and fees of the arbitrator equally, and shall pay their own respective costs.

Section 43 - No Amendments to Agreement

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 44 - No Strike Provision

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

Section 45 - No Lockout Provision

The Club agrees that during the term of this Agreement 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 RIGHTS

Section 46 - Rules and Regulations

(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) The union recognizes the Club's right to schedule and promote all employees based on ability and availability

(c) 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 testing process and resulting discipline shall be subject to the just cause standard and the grievance procedure, as is application of this section.

(d) In addition to the foregoing, The Club retains all the rights and functions of management, except to the extent that they are expressly and specifically modified or limited by the written, specific provision of this Agreement. The following list of rights is not all inclusive, but indicates the type of matters where rights shall belong to, or are inherent to, management. These rights include, but are not limited to, the right, power and authority to manage the Club operations and direct the working force:

- (1) to hire and assign employees of its own selection and to determine the number to be employed;
- (2) to maintain efficiency;
- (3) to extend, maintain, curtail, sell or terminate all or any of the operations of the club;
- (4) to determine and established new or improved methods, department/units or facilities;
- (5) to discontinue old methods, departments/units or facilities;
- (6) to merge efforts, duties, responsibilities, departments as business dictates;
- (7) to prepare job qualifications and establish new job qualifications;
- (8) to assign the work to be performed by employees or classifications of employees as the employer may deem necessary and expedient;
- (9) to establish and change work schedules and assignments;
- (10) to transfer, promote, demote, lay-off, or otherwise relieve employees from duty;
- (11) to establish and maintain and enforce rules for the maintenance of discipline;

- (12) to discipline, suspend or discharge associates for just cause;
- (13) to determine, establish, change and modify personnel policies, work rules and performance standards;
- (14) to subcontract and determine what bargaining unit or non-bargaining unit work, if any, shall be performed by outside contractors;
- (15) to determine the number and starting time of shifts, hours of work and days of work;
- (16) to establish and require employees to observe the Employers rules and regulations.

ARTICLE 13

MEALS – LOCKER ROOM – UNIFORMS

Section 47 - Meals

The Club shall furnish one (1) meal for each meal worked. Meals are to be eaten on Club time when employees are not busy and at such time as not to interfere with the efficient operation of the Club. Time for meals shall not exceed one-half (1/2) hour for each meal. The station of an employee during their meal period shall be covered by another employee whenever necessary. If no other employee is available to cover the station of an employee while eating, such employee shall return to the station to take care of any service that is necessary. The Club retains the right to determine the appropriate meal that will be offered.

Section 48 - Locker Rooms

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. 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.

Section 49 - Uniforms

(a) The Club shall from time to time determine the regulation waiter and waitress uniforms.

(b) 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 14

EMPLOYEE/UNION RIGHTS

Section 50 - Discrimination

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

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

Section 51 - Injuries

The Club shall post a list of doctors and hospitals in the area for employees who may sustain injury while on the job. 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. The union recognizes and confirms the Club's right to mandatory drug testing for any employee injured while on or at the Club.

Section 52 - Union Activities

(a) 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 during non-working time, provided the representative obtains prior approval from management and announces his or her presence to management at the time of arrival.

(b) 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.

(c) 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.

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

ARTICLE 15

SAVING PROVISION

Section 53 - Saving Provision

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 16

JURY DUTY – FULL-TIME EMPLOYEES

Section 54 - Jury Duty

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

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

ARTICLE 17

BEREAVEMENT LEAVE – FULL-TIME EMPLOYEES

Section 55 - Bereavement

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

(b) If a full-time employee's father, mother, sister, brother, son daughter, current spouse, grandparent, legal guardian, or child or parent of current spouse dies, a bereavement leave of not more than three (3) consecutive regularly scheduled work days with pay shall be granted for purposes of attending the funeral. In the event the funeral is two hundred (200) miles or more from the Club, a full-time employee attending the funeral shall be granted five (5) consecutive regularly scheduled work days with pay for purposes of attending the funeral. For tipped or fixed gratuity employees, bereavement pay shall be base daily pay plus fifty percent (50%) of base daily pay per day of leave.

ARTICLE 18

OTHER SPECIFIC WORKING CONDITIONS

Section 56 - Additional Pay Provisions

(a) 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.

(b) Part-time and B List employees shall be paid the hourly rate set forth on the applicable Wage Schedules accompanying this Agreement for his or her classification(s), and the employees shall be scheduled for a minimum of four (4) hours.

(c) The Union has the right to examine documentation and to determine if distribution of any fixed gratuity is made in accordance with the established Schedules to this Agreement included herein by reference.

Section 57 - New Hire Wage Schedules

(a) Those employees hired on or after October 1, 2014 shall be paid a percentage of their scheduled rate as follows:

Upon Hire – Eighty percent (80%)

Upon completion of Probation – Eighty-five percent (85%)

After one (1) year of employment – Ninety percent (90%)

After two (2) years of employment – Ninety-five percent (95%)

ARTICLE 19

FAIR TREATMENT

Section 58 - More Favorable Agreements

If Lochmoor Club believes that Local 24 has negotiated, with a similarly-situated Club, an agreement more favorable to that Club than this Agreement, Lochmoor Club may so notify Local 24 within a reasonable time and the parties will, upon Lochmoor Club's request, meet to discuss the conforming this Agreement to the other Club's Agreement, provided that this Agreement shall remain in full force unless and until the parties agree otherwise.

Article 20

Gratuity Distribution

Gratuities — Ala Carte

The gratuity on ala carte shall be a minimum of a percentage of food and beverage sales. Effective July 1, 2004, that minimum shall be maintained at seventeen (17%) percent. The full gratuity on ala carte sales shall be distributed as follows:

Distribution of 17% gratuity:

14.25% to servers

1.50% to bus help

1.25% to hosts, hostess and other bargaining unit employees who perform greeting, seating and escorting guests, menu distribution, station assignments, section control or other captain/host/hostess leadership work

(a) Any gratuity in excess of 17% shall be distributed to the server.

(b) The gratuity distributed to employees other than servers shall be pooled daily. Servers shall get gratuity from their individual sales/service. If no bus help or host/hostess, etc. are working in a room, the percentage earmarked for them shall go to the servers.

(c) Any gratuity paid by a member is discretionary and the member has the right to lower / void any automatic gratuity based on a level of service that they deem unsatisfactory.

Gratuities – Ala Carte (Carryout's & to go)

Servers shall receive a 10% gratuity on all food and beverage carry-out orders in Ala Carte Dining.

Gratuities — Banquets

All Gratuities are discretionary

The gratuity shall be 18.5% for this type of function

The distribution of the gratuity is:

Gratuity on Food Sales

15.60% to servers

1.90% to bus

1.00% to hosts, hostess

0% to bartenders

Gratuity on Beverage sales

13.40% - Servers

3.00% - Bartender – When a bartender is assigned to the function

1.60% - Bus Staff

.50% - Host

Gratuities – Banquet (Subscription functions)

The gratuity shall be 18.5% for this type of function

(a) The bartender working the function shall receive the entire gratuity on liquor and beverage sales over the bar when there is no server involved in direct service. If there are multiple bartenders working the function, this gratuity shall be pooled and distributed to those bartenders pro rata based on hours worked at the function.

(b) The entire gratuity on liquor and beverage sales in which a server participated shall be distributed as follows

Gratuities on Beverage

13.40% - Servers

3.00% - Bartender – When a bartender is assigned to the function

1.60% - Bus Staff

.50% - Host

(c) Any gratuity greater than 18.5% will be distributed to the specific server.

(d) All server liquor and beverage gratuities for subscription function shall be pooled daily for servers and distributed to servers pro rata based on hours worked. The liquor and beverage gratuities allocated for others shall be added to the daily pools for captain/host/hostess and leadership employees and to the daily pool for bus help in the appropriate proportions.

Gratuities – Additional provisions

(a) If there are no bus help working, the gratuity allocated for that classification shall be distributed to servers.

(b) If there are no leadership employees working, the allocation for the leadership the leadership share will be equally distributed to servers and bus help.

(c) Banquet gratuities for servers shall be pooled weekly and distributed among servers working banquet functions pro rata by each server's banquet work hours for the week.

(d) Gratuities for bus shall be pooled daily, distributed pro rata by work hours.

(e) Gratuities for hosts, hostess and other bargaining unit employees who perform greeting, seating and escorting guests, menu distribution, station assignments, section control or other captain/host/hostess leadership work shall be pooled daily, distributed pro rata by work hours.

Article 21

Wage Rates

<u>Kitchen</u>		<u>Front of House</u>		<u>Maintenance / Housekeeping</u>	
Cook - Lead	\$15.00	Server – FT	\$4.50	House Person	\$11.50
Cook - Line	\$12.50	Server – PT	\$5.00	Maintenance	\$11.50
Cook - Pantry	\$12.50	Bus Person	\$7.00		
Cook – Banquet	\$12.50	Captain	\$9.00		
Utility	\$11.50	Host/Hostess	\$9.00		
		Bartender	\$11.00		

Article 22

Full Time Staff

Fahndrich, Sharon	Wood, Randolph	Davis, Curtis	Stanley, Michael
Jaster, Suzanne	Aiuto, Mark	Kuptz, David	Harris, Tyrone
Prifti, Steven	Uddin, Rayhan	White, Karen	Astfalk, Edward
Duckett, Carol	Mall, Dennis	Knoth, Robert	Rhodes, Kenneth
Gasko, Donald	Downing, Claudia	Hooper, George	

Article 23

Additional Employee Classifications with limited Benefits

These Classifications (Server II and III) shall consist only of the following:

- (a) Culinary and Pension Only; Kathleen Strobbe & Jerome Coughlin

ARTICLE 24

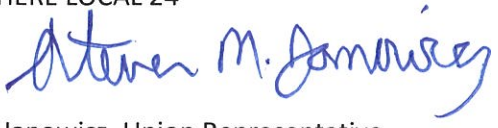
ENTIRE AGREEMENT

The parties acknowledge that during the negotiations resulting in this Agreement each had the unlimited right in an opportunity to make demands and proposals with respect to any and all subjects or matters not removed by law from the area of collective bargaining and the understandings and agreements arrived at by the parties after exercise of that right and opportunity are set forth in this Agreement. The employer and the Union each voluntarily and unqualifiedly waive the right, and each agrees the other shall not be obligated, to bargain collectively with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subject or matter may have not been within the knowledge or contemplation of either or both parties at the time they negotiated or signed this agreement. It is the intent of the parties that the provisions of this Agreement will supersede all prior agreements, side letters, understanding and practices, oral or written, express or implied, between such parties and shall govern their relationship and shall be the sole source of any and all rights or claims which may be asserted in arbitration hereunder or otherwise. The parties specifically agree that the side letter dated October 10, 2007 (regarding Server IIs and IIIs), and the side letter dated October 23/31, 2007 (regarding seniority and gratuities) are hereby extinguished, voided, replaced and superseded by the terms of this Agreement. This agreement concludes collective bargaining for this term, subject only to a desire by both parties to mutually agree, in writing, to amend or supplement at any time.

ARTICLE 25
TERM OF AGREEMENT
Section 60 - Term

This Agreement is effective, April 1, 2013 and continues through January 31, 2018.

UNITE HERE LOCAL 24

By: 

Steven Janowicz, Union Representative

Dated: August 7, 2015

LOCHMOOR CLUB

By: 

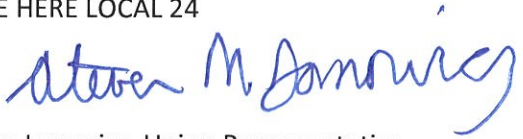
Thomas R. Hauff, General Manager

Dated: August 7, 2015

Letter of Understanding

Lochmoor Club and Local 24 of Unite HERE AFL-CIO agree that in the event that PA 348 of 2012 is repealed or judicially declared invalid, the parties will, upon request, meet to negotiate the impact of such action as to Article 2 only of the April 1, 2013 – January 31, 2018 collective bargaining agreement.

UNITE HERE LOCAL 24

By: 

Steven Janowicz, Union Representative

Dated: August 7, 2015

LOCHMOOR CLUB

By: 

Thomas R. Hauff, General Manager

Dated: August 7, 2015