

COLLECTIVE BARGAINING AGREEMENT

BETWEEN



**MEADOWBROOK
COUNTRY CLUB**

AND

**UNITE HERE
LOCAL 24
AFL-CIO**



**300 River Place, Suite 2700
Detroit, Michigan 48207-4472**

EFFECTIVE MAY 1, 2017 through APRIL 30, 2020

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AGREEMENT

THIS AGREEMENT, made as of the 28th day of April, 2017, but effective on the 1st day of May, 2017, between the Meadowbrook Country Club hereinafter referred to as Meadowbrook, and UNITE/HERE, Local 24, referred to as the Union.

ARTICLE 1 RECOGNITION - UNION MEMBERSHIP - EMPLOYEE HIRING

Section 1. Recognition

- (a) Meadowbrook recognizes the Union as the exclusive bargaining representative for the purpose of collective bargaining with respect to rates of pay, hours of work, and other conditions of employment for employees in classifications set forth in Schedules A through D attached and made a part of the Agreement, excluding managerial, confidential, administrative, office clerical, and supervisory employees and guards as defined in the National Labor Relations Act.
- (b) If Meadowbrook creates a new classification and Meadowbrook and the Union agree the employee is to do bargaining unit work, Meadowbrook and the Union shall meet and determine an appropriate wage rate and other conditions of employment.

Section 2. Union Membership

(a) The Employer 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 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 agrees that the following language shall govern:

Meadowbrook agrees that as a condition of employment, all employees covered by this Agreement shall remain members in good standing of the Union or tender to the Union the initiation fees and periodic dues that are the obligation of members, or shall become and remain members in good standing of the Union or tender to the Union the initiation fees and periodic dues that are the obligations of members, or shall become and remain members in good standing of the Union or tender to the Union the initiation fees and periodic issues 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 date of execution of this Agreement whichever is later.

- (b) Newly hired employees shall become and remain members in good standing of the Union or tender to the Union the initiation fees and periodic dues that are the obligations of members on the thirty-first (31st) calendar day following the date of employment, the effective date of this Agreement or the execution of this Agreement, whichever is later.
- (c) No provisions of this article shall prohibit employees from electing to become members of the Union prior to the 31st calendar day of employment.
- (d) Any employee who fails to tender dues, including initiation or reinstatement fees, in accordance with the provisions of subsection (a) of this section shall be subject to discharge, upon written notice to Meadowbrook.
- (e) The Union shall indemnify and hold Meadowbrook harmless against any and all liability, which may arise by reason of Meadowbrook's compliance with Section 2.

Section 3. Employee Hiring:

- (a) Meadowbrook and the Union agree that all employees shall be hired based upon their job related qualifications and without discrimination as to any of the protected groups or categories established by local, Michigan or Federal Equal Employment Opportunity Laws, as well as employee relations and immigration laws.
- (b) This non-discriminatory policy shall apply to all employment policies, practices, and procedures, including, but not specifically limited to, hiring, upgrading, demotion, transfer, recruitment, rates of pay and selection for training.

ARTICLE 2 CHECK-OFF OF UNION DUES

Section 4.

Meadowbrook shall deduct from the pay of each employee membership dues, including initiation and reinstatement fees, in sums that may be established by the Union in accordance with its Constitution and By-Laws. No deduction shall be made unless the employee has signed an authorization card irrevocable for one year or the termination of this Agreement, whichever first occurs. The employee may revoke this written

authorization, by written notice to Meadowbrook and the Union, at any time during a period of ten days prior to the described expiration period. If no notice is given, the authorization shall be automatically renewed for successive periods of one year, or contract expiration, with the same privilege of revocation at the end of each period. All deductions shall be made from the employee's first paycheck each month and then from each successive paycheck during the month until the employee's billed obligation is paid in full. Meadowbrook shall, by the tenth (10th) day of each month, forward a check to the Union of amounts checked off together with a statement on forms supplied by the Union, with a statement on forms supplied by the Union, setting forth the names, addresses, job classifications, and social security numbers of the employees. The Union shall indemnify and hold the Club harmless against any and all liability, which may arise by reason of the Club's compliance with the terms of Section 5.

ARTICLE 3
WORK WEEK c HOURS OF WORK c
DESIGNATION OF 6TH AND 7TH DAYS - REPORTING
FOR WORK - DEFINITION OF FULL TIME,
PART TIME EMPLOYEES - LESS THAN EIGHT-HOUR SCHEDULES

Section 5.

- (a) Eight (8) hours of work shall normally constitute a workday and five (5) days shall constitute a normal workweek for full time employees, as hereinafter defined, except as otherwise specified in this Agreement. This Article shall not be construed as a guarantee of minimum or maximum number of hours of work per week or number of days of work per week, or of working schedules.
- (b) To accommodate reduced work availability, prior to Memorial Day and after Labor Day, Meadowbrook may schedule eight (8) hour full time employees for up to two (2) shifts of less than eight (8) hours, but not less than four (4) hours, during a work week, at hourly rates, scheduled by seniority.

Part time employees may be scheduled not less than four (4) hour shifts at any time, at hourly rates.

Meadowbrook will maximize and may require work assignments for full time employees up to the five (5) days work week or a minimum of 32 hours per week. Employees who consistently refuse to work as needed by Meadowbrook are subject to progressive discipline as follows:

- 1st Offense: written warning
- 2nd Offense: 2 days suspension
- 3rd Offense: part time status and loss of full time benefits.

The above disciplinary actions shall drop off within twelve (12) months of the day of occurrence.

Employees may give up scheduled shifts only with the approval of management in its discretion.

If full time employees are required to work five (5) days, it shall be required on the basis of seniority (volunteers from the top, required from the bottom). Part time and seasonal employees may be used to supplement, not to displace, full time employees. Part time and seasonal employees will not be scheduled when full time employees are on mandatory layoff. No two (2) eight (8) hour employees will be scheduled on shifts of less than eight (8) hours to cover eight (8) hours of available work in one (1) day.

- (c) Meadowbrook may schedule full time employees for shifts of less than eight (8) hours, but not less than four (4) hours, on the employee's seventh day, excluding those that fall on holidays, during the period between Memorial Day and Labor Day. Meadowbrook will not schedule two four (4) hour employees when the work can be done by one eight (8) hour employee. Eight (8) hour non-tipped employees scheduled to work a shift of less than eight (8) hours under this Section will be paid at the hourly rate plus a \$.50 per hour premium for all hours worked. Employees scheduled under this Section will also receive the applicable seventh day premium.

Section 6.

Meadowbrook shall designate one day in its payroll week as the seventh (7th) day for each full time employee. Meadowbrook shall not be required to designate the same days off for each full time employee.

Regular days off can be changed by mutual agreement between the employee and Meadowbrook, provided the change is put in writing, signed by the employee and Meadowbrook, and retained by Meadowbrook. Meadowbrook shall not penalize an employee for declining to agree to change regular days off.

Section 7.

Meadowbrook shall have the right to change one or both days off for full time employees and designate other days as the scheduled days off for full time employees once every forty five (45) days and upon seven (7) days notice to the employee.

Section 8.

All employees shall be paid weekly. All gratuities or service charges due employees shall be paid in the next regular weekly payroll. The check will reflect hours worked and gratuity.

Section 9.

An employee reporting for work shall be paid for that day even if Meadowbrook sends the employee home due to shortage of work. This provision shall not apply in case of a situation caused by fire, flood, riot, civil commotion, or acts of God, including weather. An employee reporting for work during such situation 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 10.

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, or as has been established by past practice.

Section 11.

- (a) A full time employee is one who is normally scheduled to work four (4) or more days per week.
- (b) A part time employee is one who is normally scheduled to work less than four (4) days per week.
- (c) A seasonal employee is an employee who is only employed between May 1 and September 30. Seasonal employees are not covered by this collective bargaining agreement.

Section 12.

For the period May 1, 2007, through September 10, 2008: Part time employees working eighteen (18) of twenty two (22) consecutive weeks of four (4) or more days of seven and one-half (7 1/2) or more hours a day will become full time employees.

Effective September 11, 2008 part time employees working nineteen (19) of twenty three (23) consecutive weeks of four (4) or more days of seven and one-half (7 1/2) or more hours a day will become full time employees.

Meadowbrook shall not deny a part time employee available work to circumvent this section.

Section 13.

Part time employees who work twenty (20) days shall not be rejected for further work except for just cause. Any dispute under this Section may be submitted under the grievance procedure, Article 14, but if back pay is awarded, it shall be limited to actual work days lost, and in no event more than thirty (30) workdays.

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

Section 14.

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

Section 15.

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

Section 16.

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

Section 17.

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

Section 18.

An employee receiving a higher wage rate, as of April 30, 2004, within the same job classification, than the rate in this contract, shall have that differential maintained as long as the employee occupies the same job classification at Meadowbrook. New over scale wages, implemented on or after May 1, 2004, are enforceable only if authorized by Meadowbrook in writing. Meadowbrook will notify the Union in writing of such over scale wages within a reasonable time.

Section 19.

Except as provided in Section 19 no extra-contractual benefit, condition, or practice of employment, past or future, is enforceable under this Agreement by Meadowbrook or the Union unless committed to writing and signed by Meadowbrook and the Union; provided, that any such writing shall not be effective beyond the term of this Agreement.

Section 20.

New employees will be paid not less than the scheduled rates from date of hire, except as otherwise provided in the attached Schedules.

Section 21.

Work schedules for full time employees shall be posted weekly in advance of the workweek. Schedules shall not be altered to circumvent the payment of overtime.

Section 22.

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. This shall be without cost to Meadowbrook, nor shall Meadowbrook have responsibility other than to make the wage assignment.

**ARTICLE 5
OVERTIME PROVISIONS**

Section 23.

For full time employees, time and one half (1½) shall be paid for all hours worked in excess of eight (8) hours in any one day or for work performed on the seventh (7th) day. Part time employees shall be paid time and one half (1½) for all hours worked in excess of forty (40) hours in any workweek.

Section 24.

A full time employee who works his or her designated seventh (7th) day will be paid time and one half (1½) for all hours worked that day.

If an employee is absent from work during his regular schedule, the employee must make up such lost time at his straight time hourly rate before receiving premium pay for his seventh designated day.

Section 25.

Except as provided herein, full time employees may be requested, but shall not be required, to work a designated seventh (7th) day, or more than eight (8) hours in any one day. Overtime for the seventh (7th) day, or more than eight (8) hours in one (1) day, shall be offered by highest classification, seniority, and required by lowest classification and seniority. Overtime for over eight (8) hours is offered and required among employees in the classification who have worked the immediate eight (8) hour shift.

Section 26.

Overtime or premium time shall not be pyramided.

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

Section 27.

Employees will be paid time and one-half (1½) for hours worked on New Year's Eve between 6:00 p.m. and midnight, and double (2) time for hours worked after midnight.

Section 28.

Employees working New Year's Eve as a seventh (7th) day will be paid time and one half (1½) for hours worked between 6:00 p.m. and midnight, and double time (2) for hours worked after midnight.

**ARTICLE 7
VACATIONS - STEADY EMPLOYEES**

Section 29.

(a) Meadowbrook will grant vacations with pay as follows:

1 Year	5 days
2 - 7 Years	10 days
8 - 15 Years	15 days
16 - 22 Years	20 days
23 or more years	25 days

A full time employee must have been employed for one year and have worked at least two hundred (200) days before becoming eligible for vacation pay. Full time employees working less than 180 days in an anniversary year will earn a percentage of their eligible vacation days based on their actual days worked versus 180 days.

Vacation pay is computed on eight (8) hours at the current straight time hourly rate for each day of vacation to which the employee is entitled. For tipped employees or fixed gratuity employees vacation pay is computed on eight (8) hours at two (2) times the current straight time hourly rate for each day of vacation to which the employee is entitled.

- (b) An employee discharged, except for proven dishonesty, violence, threats, violation of drug or alcohol policy, who has earned, but not been paid for vacation, shall be paid one (1) day's vacation pay for each forty (40) days worked or paid times the number of weeks the employee would otherwise be entitled pursuant to subsection (a).
- (c) An employee who quits, or is laid off, who has earned but not been paid for vacation, shall be paid one (1) day's vacation pay for each forty (40) days worked or paid times the number of weeks the employee would otherwise be entitled pursuant to subsection (a) provided an employee who quits must give two weeks written notice of intention to quit to be eligible for this benefit.
- (d) Vacation schedules, as determined by Meadowbrook, are to be posted by April 1 of each year. Eligible employees, by classification seniority, shall be responsible for making their preferences known by signing the schedule by April 30 or within thirty (30) days after the first posting, whichever is later. After completion of the above posting period, any employee who changes their vacation or who failed to sign their preference during the above posting period shall be limited to a vacation during open weeks only, subject to Management approval, which shall not be unreasonably denied. There shall be no bumping of vacations after the above posting period.
- (e) Full time employees will automatically have their vacation accrual maximized for the 2017 season.

Section 30.

Employees granted permission to take vacations during operational periods shall receive vacation pay at the time it is taken. All unused vacation shall be taken with pay when Meadowbrook closes.

ARTICLE 8 HOLIDAYS

Section 31.

Full time employees shall be paid straight time for the following holidays if not worked, and double (2) time for all hours worked, with a minimum of eight (8) hours of holiday pay:

Mother's Day	Thanksgiving Day
Memorial Day	Christmas Day
Independence Day	New Year's Day
Labor Day	Employee's Birthday

Section 32.

If an employee calls off a scheduled work day, he shall not be entitled to two (2) times pay under this Section. However, bereavement days or prescheduled vacation, prescheduled personal days, and other benefit days shall not affect entitlement to pay under this Section if preapproved prior to the schedule being issued. If employee calls off for a partial day, he must make up the lost hours before receiving holiday pay premium. Holiday pay premium will be paid after the lost time is worked.

Section 33.

To be eligible for holiday pay, a full time employee must work the last scheduled workday preceding and the first scheduled workday following the holiday unless excused in writing by the Club Management.

Section 34.

A full time employee shall not be eligible for holiday pay until employed more than one hundred twenty (120) calendar days. Employees hired after May 1, 2008 will not be eligible for holiday pay for his or her birthday until three (3) years after their hire date.

Section 35.

A full time employee laid off shall be paid for a holiday if it occurs within fifteen (15) calendar days of layoff.

Section 36.

If a holiday falls during a period of vacation, the employee shall receive an extra day's pay, provided that an eligible full time employee whose birthday falls at any time during a layoff related to Meadowbrook's annual closed period shall receive payment for the birthday holiday in the first paycheck following return from layoff.

Section 37.

If a full time employee fails to work a scheduled holiday pay for that day is forfeited unless excused in writing by club management.

Section 38.

Part time employees will be paid time and one-half (1 ½) times their hourly rate for working on a holiday.

**ARTICLE 9
PAID PERSONAL ABSENCE DAYS C
FULL TIME EMPLOYEES**

Section 39.

Meadowbrook will grant paid personal absence days as follows:

- (a) After the 1st and 2nd year 3 Days
- (b) After the 3rd year 6 Days

A full time employee must have been employed for one (1) year and have worked at least two hundred (200) days before becoming eligible for paid personal absence days. For purposes of this clause, a day paid is considered a day worked.

Section 40.

Employees shall give one (1) week's written notice of taking a paid personal absence day, unless prevented by sickness, disability, or emergency. Paid personal absence days shall not be taken consecutively without the permission of Meadowbrook.

Section 41.

If a full time employee does not use the personal absence days, Meadowbrook shall pay the employee for any unused days when Meadowbrook closes or add the unused days to the vacation period, at the employee's option. A paid personal absence day taken shall be paid in the workweek taken. Personal day payment for tipped employees is the same as vacation pay (twice their base hourly rate effective May 1, 2008).

Section 42.

An employee who quits or is laid off, and who has earned but not been paid for paid personal absence days under Section 44(a) above, will receive payment for one (1) paid personal absence day for every sixty-six (66) days worked or paid.

An employee who quits or is laid off, and who has earned but not been paid for paid personal absence days under Section 44(b), will receive payment for one day for every thirty-three (33) days worked or paid.

Section 43.

An employee who quits without giving two (2) weeks written notice, or who is discharged for proven dishonesty, violence, threats, or violation of the drug or alcohol policy, shall not be entitled to any unused paid personal absence.

**ARTICLE 10
LEAVES OF ABSENCE - FULL TIME EMPLOYEES**

Section 44. 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 Meadowbrook for reasons of bona fide illness or disability, including pregnancy. Such leaves shall not affect the employee's seniority rights. When medical evidence is presented and additional leave is required, seniority will accrue for an additional three (3) months only.

Section 45. Personal

Personal leaves of absence without pay, not to exceed, two (2) months, may be granted by mutual agreement between Meadowbrook 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 46.

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

Section 47.

All leaves and extensions must be in writing, signed by Meadowbrook and the employee, and a copy sent to the Union. Any employee that does not return upon expiration of leave shall be deemed to have abandoned their job.

Section 48. Military Leave.

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

- a. The leave of absence request will 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 approval of such leave being granted.

Section 49. Family and Medical Leave.

Eligible employees may receive up to twelve (12) unpaid work weeks of leave during any twelve (12) month period under the Family and Medical Leave Act of 1993 (FMLA). Family and Medical Leave shall not be in addition to and shall be contemporaneous with other leave time off under this Agreement. Employees must apply, provide all required documentation, and qualify in order to receive Family and Medical Leave. Eligible employees shall have their health benefits continued for the duration of their Family and Medical Leave under the conditions coverage would have been provided if they had continued employment during this period. If an employee fails to return from their Family and Medical Leave, except for a continuation, reoccurrence or onset of a serious health condition, or something else beyond the employee's control, the Employer may recover all of the health care coverage premiums paid during the Leave.

ARTICLE 11 SENIORITY - FULL TIME EMPLOYEES

Section 50.

- (a) Meadowbrook recognizes seniority in specific job classifications and employees shall, whenever reasonably possible, be promoted, demoted, laid off and recalled to work according to length of service, provided the employee qualifies for the job classification.
- (b) The Union recognizes the right of Meadowbrook to arrange its work schedules, to designate days off and to fix hours worked by employees. Meadowbrook will, whenever reasonably possible, follow seniority rights in arranging its schedules in

designating days off and hours to be worked by employees, but Meadowbrook shall not be restricted in carrying on its operations in an efficient manner or in complying with specific requests of members or guests for special assignments.

- (c) An employee transferred or promoted to a new job classification shall retain and accumulate seniority in the old classification as of the date of the transfer. The employee shall earn seniority in the new classification 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 day of layoff. Employees transferred to a non-bargaining unit position lose all seniority rights after one (1) year.
- (d) Seniority for purposes of vacation leaves of absence and paid personal absence days shall be from the employee's last date of hire.

Section 51.

New employees are probationary employees and shall not acquire seniority as a full time employee unless hired to be a regular full time employee and he/she has worked four (4) or more days per week for more than ninety (90) calendar days, which may be extended for up to an additional ninety (90) days upon approval by the Union, which approval will not be unreasonably withheld. An employee's seniority date and date for calculating benefits is established as of completion of his/her probationary period. The probationary period shall not be considered as a period of full time employment, and employees shall not achieve seniority and full time status unless and until they complete their probationary period as provided above.

Section 52.

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 for a period equal to seniority or one year from the day of layoff, whichever is the lesser period of time. Employees in a department of Meadowbrook working

less than the full operating year shall maintain seniority from year to year equal to the number of consecutive years employed, provided they work at least sixty (60) days in each year unless laid off.

Section 53.

No part time or casual employees shall be used when full time employees are on layoff, except in cases of emergency or when Meadowbrook cannot contact laid off employees in the same classification.

**ARTICLE 12
HEALTH - WELFARE - PENSION**

Section 54. Culinary Plan 345

Effective October 22, 2004, Meadowbrook shall not make contributions on behalf of part time, seasonal, or student employees, unless contributions had been made on his/her behalf prior to October 22, 2004.

Contribution rates of eligible part time employees shall be effective : January 1, 2016: two dollars and 48/100 (\$2.48); effective January 1, 2017: two dollars and 48/100 (\$2.48); effective January 1, 2018: two dollars and 48/100 (\$2.48)

Effective August 11, 2008 Meadowbrook will no longer make welfare contributions for the Classifications of Snack Stand and Locker Room (Non-Tipped) as they are no longer covered classifications.

Section 55. Culinary Plan 345 Full Time Employees

Meadowbrook shall make monthly contributions to the Culinary Plan 345 for each eligible full time employee as follows:

Effective January 1, 2017, the monthly contribution for eligible full time employees shall be forty nine and 69/100 dollars (\$49.69).

Effective January 1, 2018, the monthly contribution shall be increased to forty nine and 69/100 dollars (\$49.69).

Effective January 1, 2019, the monthly contribution shall be increased to forty nine and 69/100 dollars (\$49.69).

Notwithstanding any provision to the contrary, full time employees hired after March 1, 2005 will not be eligible for contributions, nor shall Meadowbrook be obligated to make contributions, until completion of six (6) calendar months of full time employment, at which time the monthly contributions set forth in this section shall be made.

Section 56. Health Maintenance Organization

In addition to the contributions set forth in Section 58 above, on the first day of the first full month following one hundred eighty (180) days of employment as a full time employee and beginning with the next full month; PROVIDED: SUCH FULL TIME EMPLOYEE IS NOT COVERED AS AN INDIVIDUAL OR A DEPENDENT ON A COMPARABLE PLAN FULLY PAID FOR BY ANOTHER EMPLOYER OR IS A SEASONAL EMPLOYEE; Meadowbrook will pay to Health Alliance Plan (HAP) an amount not to exceed Three Hundred Fifty and 00/100 (\$356.00) per month or part thereof, worked or paid.

Provided, further, Meadowbrook shall continue coverage year round, including during the Meadowbrook annual closed period, for full time employees who have at least ten (10) years full time service prior to January 1, 2009 and who works nine (9) months or more of at least ten (10) days per month so there will be no gap in the Meadowbrook paid coverage provided under this Agreement. In order to receive this benefit, eligible employees must work when requested to do so by Meadowbrook.

Section 57. Health Maintenance Organization Increases

Effective May 1, 2015, Meadowbrook will increase its contribution to a maximum of one hundred ten percent (110%) of the monthly premiums paid by Meadowbrook on April 1, 2015

Effective May 1, 2016, Meadowbrook will increase its contribution to a maximum of one hundred ten percent (110%) of the monthly premiums paid by Meadowbrook on May 1, 2016

Effective May 1, 2017, Meadowbrook will increase its contribution to a maximum of one hundred ten percent (110%) of the monthly premiums paid by Meadowbrook on May 1, 2017

Section 58. Full Time Employee, Monthly Culinary 345

Whether insured under health maintenance organization, or covered as an individual or a dependent upon a comparable plan, Meadowbrook will continue the monthly culinary contribution for eligible full time employees as referred to in Section 55 above.

Section 59. 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) Full time or part time employees who are not eligible for employer paid HMO coverage in conformity with Section 59 may enroll, if eligible, at the employee's expense, paid through payroll deduction.

Section 60. Layoff Leave Quit or Discharge

- (a) Upon completion of one (1) year of employment as a full time employee, and upon work or payment for 200 or more days from date of hire as a full time employee, Meadowbrook will pay for one month following layoff, the monthly contribution due for health maintenance organization coverage for such full time employee as provided for in Sections 56 or 57 of this Article, and the one (1) month contribution to the culinary plan as provided in Section 55 of this Article. However, Meadowbrook may provide contributions, in a non-discriminatory manner, in excess of those required by this part of this Section. Payment of any accrued time does not extend the effective layoff date.
- (b) If a full time employee is granted a FMLA leave of absence pursuant to Section 49 of this Agreement, Meadowbrook will contribute the monthly health maintenance organization contribution for such full time employee as provided in Sections 56 or 57 of this Article, and the monthly culinary contribution as provided in Section 55 of this Article, for not less than three (3) calendar months following the granting of such leave of absence.
- (c) An eligible employee who quits or is discharged will not be entitled to any additional contributions as may be provided in this Section.

Section 61. Pension Program, Fund 545

Effective May 1, 2015, Meadowbrook will contribute, in addition to the health and welfare contributions provided in this Article, Nineteen and 33/100 (\$19.33) dollars per day or part thereof, worked or paid for each eligible bargaining unit employee to the Hotel Employees and Restaurant Employees International Union Pension Fund, pursuant to an indenture of trust establishing such fund. Effective August 1, 2017 through July 31, 2018 such contribution shall be increased to twenty-two and 16/100 (\$22.16) dollars per day. Effective August 1st 2018, such contributions shall be increased to twenty-three and 20/100 (\$23.20) dollars per day. Effective August 1st 2019, such contributions shall be increased to twenty-four and 28/100 (\$24.28) dollars per day.

Effective August 1st 2019, such contributions shall be increased to twenty-five and 41/100 (\$25.41) dollars per day.

Effective September 11, 2008 Meadowbrook will no longer make pension contributions for the Classifications of Snack Stand and Locker Room (Non-Tipped) as they are no longer covered classifications.

Section 62. Funds and Trustees

Meadowbrook and the Union agree to be bound by the Agreements and Declarations of Trust ("Trust Agreement") of UNITE HERE HEALTH and UNITE HERE National Retirement Fund, as may, from time to time, be amended, and they do hereby irrevocably designate as their respective representative on the Board of Trustees, such Trustees named in said Trust Agreement 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 Trust Agreement, or the Plan of Benefits, rules, or procedures established by the Trustees, shall be null and void.

Section 63. Employee Data

The contributions provided in Sections 54, 55, 56 and 61 shall be paid monthly, together with a report of employee data prescribed by the Trust Funds no later than the fifteenth (15th) day of the month following the month for which they are to be made. Said employee data shall include name, address, social security number, sex, date of birth, date of hire, days or weeks of employment, length of employment and such other information as the Trustees may determine necessary in order to comply with the record keeping requirements of ERISA and/or to properly provide welfare and pension benefits to participants.

ARTICLE 13
GRIEVANCE PROCEDURE - NO STRIKE - NO LOCKOUT

Section 64.

Any dispute arising out of any of the provisions of this collective bargaining agreement, which an employee has not been able to adjust informally with supervision shall be heard in the following steps:

Step 1. Between the aggrieved employee, the steward, and Meadowbrook's designated representative.

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

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

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 delivering a written demand for arbitration to Meadowbrook within forty-five (45) days of Meadowbrook's Step 3 written response to the Union. Following the written demand, a single arbitrator, whose decision shall be final and binding, shall be selected in accordance with the policies, functions and procedures of the Federal Mediation Conciliation Service. The parties shall share the costs and fees of the arbitrator equally, and shall pay their own respective costs.

Section 65.

The time limits in Section 67 are material and may be waived only by written agreement in each individual grievance.

Section 66.

The arbitrator shall have no power to alter, amend, change, add or subtract from any of the terms of this Agreement, but shall determine only whether or not there has been a violation of this Agreement.

Section 67.

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

Section 68.

Meadowbrook agrees that it shall not lock out any employees for any reason whatsoever and agrees that discipline of any employee shall be for just cause.

**ARTICLE 14
MANAGEMENT’S RIGHTS**

Section 69.

The Union recognizes the undisputed right of Meadowbrook 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. Meadowbrook shall provide each employee with a copy of its rules and with alterations when made.

Section 70.

Meadowbrook shall remain vested with full and exclusive control and direction of the management and operation of Meadowbrook and its employees. By way of illustration, Meadowbrook retains the sole right:

- (a) To direct the work force and to determine the policies and methods of operating its business, except as expressly limited by the specific provisions of this agreement;
- (b) To decide the number and type of machines, equipment, material, products, and supplies to be used or operated;
- (c) To determine the extent to which Meadowbrook and/or its equipment, and the various departments/rooms, and sub-departments/rooms thereof, shall be operated, expanded, reduced, shut down, discontinued, merged, liquidated, or relocated.
- (d) To decide the amount of supervision and direction of the working force;

- (e) 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;
- (f) To determine staffing levels for a department/room;
- (g) To establish or revise work schedules;
- (h) To introduce new, different, or improved methods and procedures in its operations, and to otherwise generally manage the business.

Section 71.

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

Section 72.

Meadowbrook, by 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.

Section 73.

Meadowbrook and the Union agree that they have bargained fully with respect to all proper subjects of collective bargaining and have settled all such matters as set forth in this Agreement. This collective bargaining agreement constitutes the complete and full understanding of Meadowbrook and the Union with respect to wages, hours of work and conditions of employment. This Agreement can only be added to, altered, amended or modified by a document in writing signed by the authorized representative of the Union and Meadowbrook. This Agreement supersedes all prior agreements and practices. It is fully understood that there are and shall be no side letters of so-called Aprivate@ understandings between the Union and Meadowbrook which are not contained within this collective bargaining agreement or which are not duly executed modifications entered into pursuant to this Section. Meadowbrook is not subject to any duties not expressly assumed in this Agreement. This Agreement embodies all restrictions on Meadowbrook's rights.

**ARTICLE 15
ALCOHOL/DRUG TESTING**

Section 74. Meadowbrook shall have the right to conduct alcohol or drug testing of employees based upon reasonable suspicion.

**ARTICLE 16
MEALS - LOCKER ROOM**

Section 75.

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

Section 76.

Meadowbrook 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. Meadowbrook shall be responsible for any losses sustained by full time employees because of Meadowbrook's failure to comply with this provision. No locker inspection shall be held without the employee or the shop steward or designee accompanied by the manager or designee. All other employees shall have a designated area for their personal belongings.

**ARTICLE 17
UNIFORMS**

Section 77.

Meadowbrook 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 Meadowbrook's expense.

Section 78.

Meadowbrook shall provide patio shirts to employees, but they shall be returned at the end of the season. Any employee who fails to return their patio shirt shall have their final paycheck reduced by the original value of the shirt.

**ARTICLE 18
EMPLOYEE/UNION RIGHTS**

Section 79.

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

Section 80.

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

Section 81.

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

Section 82.

Meadowbrook 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 Meadowbrook. Such activity may be conducted during working hours if necessary, but shop stewards will not interfere with the operation of Meadowbrook's business. Work time spent in such activities by stewards will be held to the absolute minimum.

Section 83.

Union officers and stewards shall be allowed to attend Union meetings, without pay, upon written notification to Meadowbrook not less than one (1) week in advance of the meeting date.

Section 84.

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 85.

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

Section 86.

Any employee injured on the job sent from Meadowbrook for medical attention shall be paid for the balance of the scheduled shift on that day.

**ARTICLE 19
SAVING PROVISION**

Section 87.

If any provision of this Agreement shall be deemed invalid by reason of any applicable law or be held invalid by a court or agency, the remaining portions shall continue in full force and effect.

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

Section 88.

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

An eligible full time employee summoned and reporting for jury duty shall be paid an amount equal to the difference between the amount of straight time wages the employee otherwise would have earned by working on that day and the daily jury duty fee paid by the court, excluding travel allowances or reimbursement of expenses. Meadowbrook'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 Meadowbrook prior notice and must furnish evidence that jury duty was performed.

ARTICLE 21 BEREAVEMENT LEAVE - FULL TIME EMPLOYEES

Section 89.

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

If a full time employee's father, mother, sister, brother, son, daughter, current spouse, grandparent, legal guardian, or child or parent of a 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 Meadowbrook, 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.

ARTICLE 22 TERM OF AGREEMENT

Section 90.

This Agreement is effective May 1, 2012, and continues through April 30, 2015, and from year to year thereafter, unless either party serves notice in writing by certified mail on the other party not more than ninety (90) calendar days, nor less than sixty (60) calendar days

prior to May 1, 2011, or any subsequent anniversary date. Upon giving notice, this Agreement shall terminate May 1, 2015, or subsequent anniversary.

Employer:
Meadowbrook Country Club

Union:
UNITE H.E.R.E. Local 24

By: Joseph Marini

By: [Signature] 5/25/17

By: _____

By: _____

By: _____

By: _____

**SCHEDULE A
KITCHEN EMPLOYEES
(FULL AND PART TIME)**

Classification	9/30/17	9/30/18	09/30/19	
Sous Chef	15.62	15.92	16.22	
Cook	14.91	15.21	15.51	
Other Cooks	14.47	14.77	15.07	
Baker	14.47	14.77	15.07	
Pantry Person	13.59	13.89	13.99	
Utility Worker	13.42	13.72	14.02	

Utility Workers includes Silverpolishers, Potwashers, Dishwashers, Runners, Garbage Men, Glasswashers, Kitchen Persons, Ice Persons, Coffee Makers, Vegetable Preparers, and General Kitchen Cleaning, and related duties as determined by Meadowbrook.

OTHER SPECIFIC WORKING CONDITIONS

An eight (8) hour non-tipped employee when scheduled in conformity with Section 6(b) or 6(d), will receive the fifty cents (\$.50) per hour premium in addition to all other compensation and benefits earned.

Employees hired after October 22, 2004 shall receive the minimum of Schedule A rates as follows:

Length of Service	Percentage of Schedule A Rates
1 st 12 months	80%
2 nd 12 months	90%
After 24 months	100%

Employees hired after July 1, 2008 shall receive the minimum of Schedule A rates as follows:

Length of Service	Percentage of Schedule A Rates
1 st 12 months	70%
2 nd 12 months	80%
3 rd 12 months	90%
After 36 months	100%

All full time employees who worked as a full time employee during 2012 shall receive a one time signing bonus of One Hundred Twenty-Five Dollars (\$125.00) by later than September 1, 2012.

**SCHEDULE B
BARTENDERS**

Head Bartender Wage or salary rates to be negotiated individually, with verification to be submitted to the Union. In other respects, this Agreement applies, except as modified by Section 20.

Classification	9/30/17	9/30/18	9/30/19	
Bartender	14.62	14.92	15.22	

OTHER SPECIFIC WORKING CONDITIONS

In the event tips or gratuity are added to bar checks by members or their guests at the time of service and are billed to the member or guest when only bartenders are involved in service, said tip or gratuity shall be given to the bartender in the same fashion as a server, but this shall not apply to service charges subsequently added by Meadowbrook, which charges shall not be construed as a tip or gratuity in accordance with the terms of this provision. Bartenders working a banquet function shall receive and split one (1) share of the server gratuity for beverages served during the function. When servers do not participate in beverage service, the gratuity shall be split among the participating bartenders.

Schedule B employees may be scheduled for less than eight (8) hours pursuant to Section 6(b) and 6(d) only.

An eight (8) hour bar employee when scheduled in conformity with Section 6(b) or 6(d) will receive the fifty cents (\$.50) per hour premium in addition to all other compensation and benefits earned.

Employees hired after October 22, 2004 shall receive the minimum of Schedule B rates as follows:

Length of Service	Percentage of Schedule B Rates
1 st 12 months	80%
2 nd 12 months	90%
After 24 months	100%

Employees hired after July 1, 2008 shall receive the minimum of Schedule B rates as follows:

Length of Service	Percentage of Schedule B Rates
1 st 12 months	70%
2 nd 12 months	80%
3 rd 12 months	90%
After 36 months	100%

All full time employees who worked as a full time employee during 2012 shall receive a one time signing bonus of One Hundred Twenty-Five Dollars (\$125.00) by later than September 1, 2012.

SCHEDULE C

MISCELLANEOUS STAFF PERSONNEL

Classification	9/30/17	9/30/18	9/30/19
Housekeeper	14.37	14.67	14.97
Laundry	13.74	14.04	14.34

OTHER SPECIFIC WORKING CONDITIONS

An eight (8) hour non-tipped employee when scheduled in conformity with Section 6(b) and 6(d), will receive the fifty cents (\$.50) per hour premium in addition to all other compensation and benefits earned.

Employees hired after October 22, 2004 shall receive the minimum of Schedule C rates as follows:

Length of Service	Percentage of Schedule C Rates
1 st 12 months	80%
2 nd 12 months	90%
After 24 months	100%

Employees hired after July 1, 2008 shall receive the minimum of Schedule C rates as follows:

Length of Service	Percentage of Schedule C Rates
1 st 12 months	70%
2 nd 12 months	80%
3 rd 12 months	90%
After 36 months	100%

All full time employees who worked as a full time employee during 2012 shall receive a one time signing bonus of One Hundred Twenty-Five Dollars (\$125.00) by later than September 1, 2012.

**SCHEDULE D
WAIT STAFF AND BANQUET PERSONNEL**

Classification	9/30/17	9/30/18	9/30/19
Servers	4.78	4.88	4.98

Minimum gratuity to be distributed as follows:

15.5% to Servers, ½% to bus persons

If no Bus Help is on Meadowbrook premises or not required to perform any normal busing duties connected with food service, the ½ % gratuity will revert to the servers.

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

Classification	9/30/17	9/30/18	9/30/19
*Bus Person	9.25	9.55	9.85

OTHER SPECIFIC WORKING CONDITIONS

Dining room employees shall be permitted to work split shifts.

Dining room employees who work split shifts shall receive \$1.50 per day additional.

The maximum work-day in case of a split shift for 8 hour employees shall be 8 hours of actual work within 11 hours, provided, however, that dining room employees working split shifts shall not work more than two consecutive meals.

Eight (8) hour employees may be scheduled for shifts of less than eight (8) hours. only on conformity with Section 6(b).

All pricing will be included in the event orders. (except outings.)

Management shall make every reasonable effort to staff banquets as follows:

- 1 Server per 20 guests C Breakfast and Lunch
- 1 Server per 16 guests C Dinner and Supper functions

If banquet servers serve more than 20 guests for breakfast or lunch, or more than 16 guests at dinner or supper parties, they shall be paid the following premium pay:

For each additional guest for breakfast or lunch, .35 cents per person.

For each additional guest at dinner or supper parties, .40 cents per person.

If servers serve banquet buffets exclusive of Meadowbrook functions, they will receive thirty-five (.35) cents for each additional guest in excess of 35 for a luncheon banquet buffet, and forty (.40) cents for each additional guest in excess of 35 for every dinner banquet buffet.

All full time employees worked as a full time employee during 2012 shall receive a one time signing bonus of One Hundred Twenty-Five Dollars (\$125.00) by later than September 1, 2012.

**SIDE AGREEMENT
BETWEEN**

**MEADOWBROOK COUNTRY CLUB
AND
UNITE HERE
LOCAL 24**

EFFECTIVE MAY 1, 2007¹⁷ through APRIL 30, 2011²⁰

It is understood and agreed the following employees shall remain part of the collective bargaining agreement:

Janice Grey

Employer:
Meadowbrook Country Club

Union:
UNITE H.E.R.E. Local 24

By: Joseph Maini

By: [Signature] 5/25/17

By: _____

By: _____

By: _____

By: _____