

**COLLECTIVE BARGAINING
AGREEMENT**

BETWEEN



ORCHARD LAKE COUNTRY CLUB

AND



UNITE HERE LOCAL 24

EFFECTIVE APRIL 1, 2018 THROUGH

DECEMBER 31, 2019

AGREEMENT

This Agreement, made as of the 1st day April, 2018, effective April 1, 2018, between the Orchard Lake Country Club located at 5000 West Shore Drive, Orchard Lake, Michigan 48324 ("Orchard Lake Country Club" or "Club"), and Local 24 UNITE HERE ("Union").

ARTICLE 1 RECOGNITION – UNION MEMBERSHIP EMPLOYEE HIRING

1.1 Recognition

- 1.1.1 Orchard Lake Country Club recognizes the Union as the exclusive bargaining representative for the purpose of collective bargaining with respect to rates of pay, hours of work and other conditions of employment for employees in classifications set forth in Schedules "A" through "D" attached and made a part of this Agreement, excluding managerial, confidential, administrative, office clerical, and supervisory employees and guards as defined in the National Labor Relations Act. If the Union at any time during the term of this Agreement can prove by authorization in writing that it represents a majority of employees in a job classification listed in the attached Schedule "C" but not previously represented, the Union shall be recognized as the bargaining agent for such employees and thereupon such employees shall be automatically covered by this Agreement.
- 1.1.2 If Orchard Lake Country Club hires a bargaining unit employee, and Orchard Lake Country Club and the Union agree the employee is to do bargaining unit work, Orchard Lake Country Club and the Union shall meet and determine which of the listed classifications applies or whether to agree on a new classification.

1.2 Union Membership

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

- 1.2.2 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:
- 1.2.2.1 The Club agrees that as a condition of employment, all employees covered by this Agreement shall remain members in good standing of the Union or tender to the Union the initiation fees and periodic dues that are the obligation of members.
 - 1.2.2.2 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.
 - 1.2.2.3 Any employee who fails to tender dues, including initiation or reinstatement fees, in accordance with the provisions of subsections 1.2.2.1 and 1.2.2.2 of this section shall be subject to discharge, upon written notice to Orchard Lake Country Club.
- 1.2.3 No provisions of this article shall prohibit employees from electing to become members of the Union prior to the thirty-first (31st) calendar day of employment.

ARTICLE 2 CHECK-OFF OF UNION DUES

- 2.1 Orchard Lake Country Club shall deduct from the pay of each employee membership dues, including initiation and reinstatement fees, in sums that may be established by the Union in accordance with its Constitution and Bylaws. No deduction shall be made unless the employee has signed an authorization card irrevocable for one (1) year or the termination of this Agreement, whichever first occurs. Additionally, dues and initiation fees are not due and the collection will not start until after the probation period is completed. The employee may revoke this written authorization, by written notice to Orchard Lake Country Club and the Union, at any time during a period of ten (10) days prior to the described expiration period. If no notice is given, the authorization shall be automatically renewed for successive periods of one (1) year, or contract expiration, with the same privilege of revocation at the end of each period. Subsequently, all deductions shall be made from the employee's first paycheck of each month and then from each successive paycheck during the

month until the employee's billed obligation is paid in full. Orchard Lake Country Club shall, by the tenth (10th) day of each month, forward a check to the Union of amounts checked off together with a statement on forms to be supplied by the Union, setting forth the names, addresses, job classifications, and social security numbers of the employees.

- 2.2 The Union shall indemnify and hold the Club harmless against any liability in complying with this Article.

ARTICLE 3
WORK WEEK – HOURS OF WORK – REPORTING FOR WORK –
DEFINITION OF FULL-TIME, PART-TIME, SEASONAL,
EXTRA EMPLOYEES LESS THAN EIGHT-HOUR SCHEDULES

- 3.1.1 Eight (8) hours of work shall constitute a normal workday and five (5) days shall constitute a normal workweek for full-time employees.
- 3.1.2 To accommodate reduced work availability, prior to Memorial Day and after Labor Day, Orchard Lake Country Club may schedule eight (8) hour full-time employees for up to two (2) shifts of less than eight (8) hours, but not less than four (4) hours, during the work week, at hourly rates, scheduled according to seniority when two (2) equally qualified employees are available.
- 3.1.3 Orchard Lake Country Club will maximize work assignments for full-time employees up to the five (5) day workweek. Extra employees will be used to supplement, not to displace full-time employees. Extra employees will not be scheduled when full-time employees are on 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 on one (1) day.
- 3.2 The Club shall have the right to change one or both days off for full-time employees and designate other days as the scheduled days off for full-time employees once every sixty (60) days and upon seven (7) days' notice to the employee.
- 3.4 All employees shall be paid bi-weekly beginning March 1, 2008. All gratuities due full-time and part-time employees shall be paid in the next regular payroll.
- 3.5 An employee reporting for work shall be paid for that day even if Orchard Lake Country Club sends the employee home due to shortage of work, unless the employee voluntarily requests to leave. This provision shall not apply in case of an emergency caused by fire, flood, riot, civil commotion, or acts of God. An employee reporting for work during an emergency shall be paid for all hours actually worked not less than four (4) hours at the regular rate of pay.

- 3.6 Only bargaining unit employees shall perform the work covered by this Agreement, except during relief periods, absenteeism, sickness, and rush periods and in cases of emergency.
- 3.7 A full time employee must maintain thirty-six (36) regular hours averaged over forty (40) weeks and four (4) or more days of seven and one-half hours (7 1/2) hours in order to maintain full time status. Employees must maintain full-time status in order to be eligible for full-time benefits.
- 3.7.1 A part-time employee is one who is scheduled to work less than forty (40) hours and five (5) days per week.
- 3.8 Part-time and extra 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 eligible for full-time employee status. Orchard Lake Country Club shall not deny an extra or a part-time employee available work to circumvent this section.
- 3.9 A Seasonal Employee is an employee hired to work from May 1st through September 15th. Seasonal Employees are not covered under the terms of this Collective Bargaining Agreement.
- 3.10 In order to facilitate the employment of qualified banquet employees, to assure qualified personnel of an efficient system of locating employment, and to ensure the Club of a regular source of available banquet employees, the Club shall establish a list of employees ("B List" employees) to staff banquet functions after its regular banquet employees and such other regular employees of the Club, who are qualified, have indicated a desire, and are available to work banquet functions, have been afforded the opportunity to work. B List employees shall not accumulate or maintain seniority. However, in creating the B List, the Club shall give preference to former line-up employees who it has utilized in staffing banquet functions and in scheduling the B List employees, the Club shall base its actions upon ability and availability and not upon favoritism, and the Union may discuss with the Club the Club's failure to call to a function any such employee. B List employees shall not be deemed regular employees of the Club and/or part of the bargaining unit, but shall receive the rate of pay provided for under the Collective Bargaining Agreement and such other benefits as are specifically provided hereunder for such employees. The Union security provision of the collective bargaining agreement shall not be applicable to B List employees.
- 3.11 Part-time and Extra employees shall be paid the hourly rate set forth on the following applicable wage schedule for his or her classification, and the employees shall be scheduled for a minimum of four (4) hours.

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

- 4.1 Wages and fringe benefits can be raised by Orchard Lake Country Club for individuals for superior knowledge and ability.
- 4.2 The list of job classifications does not require that Orchard Lake Country Club hire employees in each classification.
- 4.3 An employee who works more than sixty (60) minutes during a shift in a higher rated job classification shall be paid at the higher rate for all hours worked in that classification.
- 4.4 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.
- 4.5 An employee receiving a higher wage rate authorized by Orchard Lake Country Club in writing within the same job classification, than the rate in this Agreement, shall have the differential maintained as long as the employee occupies the same job classification at the Club.
- 4.7 Except as provided in Section 4.1, no extra-contractual benefit, condition, or practice of employment, past or future, is enforceable under this Agreement by Orchard Lake Country Club or the Union unless committed to writing and signed by Orchard Lake Country Club and the Union; provided, that any such writing shall not be effective beyond the term of this Agreement.
- 4.8 New employees will be paid not less than the scheduled rates from date of hire, except as otherwise provided in Schedules A, B, C, & D.
- 4.9 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.
- 4.10 Employees may make wage assignments to any credit union designated by the Union.

ARTICLE 5
OVERTIME PROVISIONS

- 5.1 Time and one-half (1 1/2) shall be paid for all hours worked in excess of forty (40) hours in any one (1) week.
- 5.2 A full time employee absent from work during a workweek except for proven illness or an approved vacation or with permission of Orchard Lake

Country Club must make up lost straight time before receiving premium pay.

- 5.3 Orchard Lake Country Club shall request by seniority employees to work overtime, and if no full-time employees volunteer, Orchard Lake Country Club shall have the right to require the least senior full-time employees to perform the work. Overtime shall be rotated equally in a job classification among the full-time staff whenever practical and when extra or part-time employees are unavailable to work.

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

- 6.1 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.

**ARTICLE 7
SHIFT DIFFERENTIAL**

- 7.1 The Club provided a one-time rate adjustment for full-time current employees who received shift differential pay during the 2007 season and were continuously employed at the Club for the period of September 30, 2006 through September 30, 2007.

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

- 8.1.1 Orchard Lake Country Club will grant vacations with pay as follows:

1- 2 Years:	1 Week
3 - 9 Years:	2 Weeks
10 -15 Years:	3 Weeks
16 or more years:	4 Weeks

Employees with greater vacation than those listed will not have any reduction in vacation pay.

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 vacation pay.

- 8.1.2 Vacation pay is computed on forty (40) hours at the current straight time hourly rate for each week of vacation to which the employee is entitled. For tipped gratuity employees, vacation pay shall be base weekly pay plus seventy percent (70%) of base weekly pay.

- 8.1.3 An employee discharged, except for proven dishonesty, violence, threats, drugs or alcohol use, who has earned, but not been paid for vacation, shall be paid one (1) days' vacation pay for each forty (40) days worked or paid times the number of weeks the employee would otherwise be entitled pursuant to subsection (1). An employee discharged for proven dishonesty or assault shall not be entitled to this benefit.
- 8.1.4 An employee who quits, or is laid off, who has earned but not been paid for vacation, shall be paid one (1) days' vacation pay for each forty (40) days worked or paid times the number of weeks the employee would otherwise be entitled pursuant to subsection (1) provided an employee who quits must give two (2) week's written notice of intention to quit to be eligible for this benefit.
- 8.1.5 Employees granted permission to take vacations during operational periods shall receive vacation pay at the time vacation is taken. All unused vacation shall be taken with pay when Orchard Lake Country Club closes. Orchard Lake Country Club shall not unreasonably deny permission to take a vacation, provided that Orchard Lake Country Club may restrict vacations during peak operational periods. Employees permitted to take vacations during operational periods shall take vacations in accordance with seniority. Unused vacation may not be carried over from one (1) year to the next.

**ARTICLE 9
HOLIDAYS**

9.1 Full-time employees shall be paid straight time for the following holidays if not worked and double [2] time for all hours worked:

- | | |
|------------------|--|
| Memorial Day | Christmas Day |
| 4th of July | New Year's Day |
| Labor Day | December 26 th |
| Thanksgiving Day | Employee's Birthday * |
| | <i>(*After five (5) years of employment)</i> |

- 9.2 To be eligible for holiday pay, a full-time employee must work the entire last scheduled workday preceding and the first scheduled workday following the holiday unless excused by Orchard Lake Country Club.
- 9.3 A full-time employee shall not be eligible for holiday pay until employed more than ninety (90) calendar days.
- 9.4 A full-time employee laid off shall be paid for a holiday if it occurs within fifteen (15) calendar days of layoff.
- 9.5 If a full-time employee fails to work a scheduled holiday, pay for that day is forfeited, unless the employee is excused by Orchard Lake Country Club.

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

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

- 10.1 Orchard Lake Country Club will grant paid personal absence days as follows:

2 years — 2 days
3 years — 3 days
4 years — 5 days

Employees with greater personal days than those listed will not have any reduction in paid personal absence days.

A full-time employee must have been employed for two (2) years and have worked at least two hundred (200) days during the prior year before becoming eligible for paid personal absence days. A day paid is considered a day worked for eligibility purposes.

Employees shall give one (1) week's written request 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 Orchard Lake Country Club.

- 10.2 If a full-time employee does not use the personal absence days, Orchard Lake Country Club shall pay the employee for any unused days when Orchard Lake Country Club closes or add the unused days to the vacation period, at the employee's option. A paid personal absence day taken shall be paid on the workweek taken. Unused paid personal absence days may not be carried over from one (1) year to the next.

- 10.3 A full-time employee who quits or is laid off, and who has earned but not been paid for paid personal absence days under Section 10.1 above, will receive payment for one (1) paid personal absence day for every sixty-six (66) days worked or paid.

A full-time employee who quits or is laid off, and who has earned but not been paid for paid personal absence days under Section 10.2, will receive payment for one (1) day for every thirty-three (33) days worked or paid.

- 10.4 An employee who quits without giving two (2) week's written notice, or who is discharged for proven dishonesty or assault, violence, drugs or alcohol use shall not be entitled to payment for any unused paid personal absence days.

ARTICLE 11
LEAVES OF ABSENCE – FULL-TIME EMPLOYEES

- 11.1 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 Orchard Lake Country Club for reasons of bona fide illness or disability, including pregnancy. Such leaves shall not affect the employee's seniority rights.
- 11.2 Personal leaves of absence without pay, not to exceed, two (2) months, may be granted by mutual agreement between Orchard Lake Country Club and the employee. Such personal leaves shall not affect the employee's seniority rights. Personal leaves may be extended at the discretion of Orchard Lake Country Club.
- 11.3 An employee who has vacation accrued at the time of leave may elect to include such vacation in the time off.
- 11.4 All leaves and extensions must be in writing, signed by Orchard Lake Country Club and the employee, and a copy sent to the Union.
- 11.5 All eligible leaves of absence will be in accordance with the Family and Medical Leave Act of 1993 (FMLA) and any leave time taken pursuant to the FMLA shall run concurrently with any other applicable form of leave.

ARTICLE 12
SENIORITY – FULL-TIME EMPLOYEES

- 12.1.1 Orchard Lake Country Club recognizes seniority as a deciding factor between two (2) or more equally qualified employees in a specific job classifications and employees shall, whenever reasonable possible, be promoted, demoted, laid off and recalled to work according to length of service within a job classification.
- 12.1.2 The Union recognizes the right of Orchard Lake Country Club to arrange its work schedules, to schedule days off and to fix hours worked by employees. Orchard Lake Country Club will, whenever reasonable possible recognize seniority as a deciding factor among two (2) or more equally qualified employees, in arranging its schedules, in scheduling days off and hours to be worked by employees, but Orchard Lake Country 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.
- 12.1.3 An employee transferred or promoted to a new job classification shall retain and accumulate seniority in the old classification as of the date of the transfer. The employee shall earn seniority in the new classification from the date of transfer. For purposes of determining the employee's rights in the event of layoff, seniority in the new

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

- 12.1.4 Seniority for purposes of vacations, leaves of absence and paid personal absence days shall be from the employee's last date of hire.
- 12.2 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 period, seniority shall be as of the date of hire as a full-time employee. Orchard Lake Country Club reserves the right to extend the probationary period of an employee for a period of time agreed to by both the employee and the Club in writing.
- 12.3 Seniority rights terminate when an employee:
 - 12.3.1 Quits or retires;
 - 12.3.2 Is discharged for cause;
 - 12.3.3 Fails to return to work from an approved leave of absence;
 - 12.3.4 Is absent for three (3) consecutive scheduled days without notice except when the employee is unable to give notice due to circumstances beyond the employee's control, in which case the employee shall give notice as soon as possible, but in any event within ten (10) days; or
 - 12.3.5 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. Employees in a department of Orchard Lake Country Club working less than the full operating year shall maintain seniority from year to year equal to the number of consecutive years employed, provided they work at least sixty (60) days in each year unless laid off.
- 12.4 No extra or part-time employees shall be used where full-time employees are on layoff, except in cases of emergency or where Orchard Lake Country Club cannot contact laid off employees in the same classification.
- 12.5 A part-time employee who has worked at least twenty (20) days and is qualified shall have preference for a full-time position.

ARTICLE 13
HEALTH — WELFARE – PENSION

13.1 Orchard Lake Country Club will maintain the Union Welfare/Culinary 345 Plan that provides Dental, Optical, Life & Disability benefits to full-time and red-circled part-time employees (Workers II). Effective January 1, 2016, the Club will contribute \$49.69 per month, or part thereof worked, for each full-time and (Workers II) part-time employee designated. Effective January 1, 2017, the contribution shall be \$49.69.

13.2 Health Maintenance Organizations

Effective January 1, 2016, in addition to the contributions set forth in Section 13.1, above, on the first day of the first full month following ninety (90) calendar days of employment as a full-time employee and beginning with that 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; Orchard Lake Country Club will pay to Blue Care Network for HMO Platinum #2000 with HRA, with the employee picking up the first \$500 and the Club picking up the second \$1,500. The monthly premium cost shall be split on a 90/10 basis, with the Club paying \$448.30 per month and an eligible employee paying \$49.81 per month.

13.2.1 Health Maintenance Organization Increases

Effective January 1, 2017, Orchard Lake Country Club and eligible employees will split the monthly premium cost on a 90/10 basis, with the Club paying 90% and eligible employees paying 10%.

Alternatively, either the Club or the Union may request of the other party, discussions regarding revision to the health care plan in an effort to reduce costs instead of, if there is an agreement on the revised plan, the increases set forth in the subsections of this section. This section may be reopened at any time during the duration of this Agreement by either party to consider other plans.

13.3 Dependent Care

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.

13.3.1 Part-time employees who are not eligible for employer-paid HMO participation may enroll in the HMO coverage at the employee's expense, paid through payroll deduction.

13.4 Layoff, Leave, Quit or Discharge

13.4.1 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, Orchard Lake Country Club will pay for one (1) month following layoff, the monthly contribution due for health maintenance organization coverage for such full-time employee. However, Orchard Lake Country Club may provide contributions, in a non-discriminatory manner, in excess of those required by this part of this Section.

13.4.2 If a full-time employee is granted a leave of absence pursuant to Section 11.1 of this Agreement, Orchard Lake Country Club will contribute the monthly health maintenance organization contribution for such full-time employee as provided in Sections 13.2 of this Article, two (2) calendar months following the granting of such leave of absence.

13.4.3 An eligible employee who quits or is discharged will not be entitled to any additional contributions as may be provided in this section.

13.5 Pension Plan

The Club will no longer participate in the Union Pension Plan and will offer a 401k Plan for all qualified employees. To qualify for the 401k Plan, the employee must have been employed for one (1) year, worked one-thousand (1000) hours during a calendar year and be twenty-one (21) years of age.

13.6 Retirement Program, Replacement

Employees who are vested in the Union Pension Plan will maintain their pension upon retirement subject to the pension plan's requirements and regulations. The Club will pay the administrative cost related to the 401k Plan. Employees will be responsible to pay the costs related to their personal Plan activities such as loans, etc. The Club will contribute for all eligible employees in the 401k plan at a rate of two percent (2%) of base wages and fifty percent (50%) of the first four percent (4%) of contributions made into the plan by the employee on a monthly basis. The 401k contributions will begin as of the date the Club is advised it does not have to make any further pension contributions.

13.7 Roth IRA

Orchard Lake Country Club and the Union have agreed to establish a procedure for deductions from any employees pay for contributions to a Roth IRA through Motor City Co-op Credit Union.

13.8 Student Contribution

Notwithstanding Section 13.1 and 13.6 the Club is not required to make culinary and 401k contributions for employees who are students.

ARTICLE 14
GRIEVANCE PROCEDURE — NO STRIKE NO LOCKOUT

14.1 Any dispute arising out of any of the provision 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 Orchard Lake Country Club's designated representative.

Step 2: Between the aggrieved employee, the steward, a Union representative, and Orchard Lake Country Club's designated representative.

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

Step 4: If a grievance is not resolved pursuant to the grievance procedure set forth above, either party may submit the grievance to nonbinding mediation utilizing the Federal Mediation and Conciliation Service (F.M.C.S.) within fourteen (14) calendar days of the Employer's Step 3 answer. Mediation shall be scheduled as soon as reasonably possible, provided, however, that either party may refuse to proceed with mediation upon giving written Notice of Refusal to Proceed within fourteen (14) calendar days of the other party's submission to mediation. In the event of a Notice of Refusal to Proceed, the grievance may be submitted to arbitration as provided in Step 5 within fourteen (14) calendar days of the receipt of Notice of Refusal to Proceed.

Step 5: If the grievance has not been settled in Step 3, the grievance may be referred to arbitration by the Union. Arbitration must be initiated by delivery a written demand for arbitration to Orchard Lake Country Club within thirty (30) days. 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.

- 14.2 The time limits in Section 14.1 are material and may be waived only by written agreement in each individual grievance.
- 14.3 The arbitrator shall have no power to alter, amend, change, add to 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.
- 14.4 The Union and Orchard Lake Country Club recognize the service nature of Orchard Lake Country Club business, and the benefit to both the employees and Orchard Lake Country Club in rendering continuous and hospitable service to its members and their guests. Therefore, the Union agrees that it will not call, engage in, participate in, or sanction any strike, slow downs, stoppage of work, or picketing or any other interference with the conduct of Orchard Lake Country Club's business, for any reason whatsoever.
- 14.5 Orchard Lake Country Club agrees that it shall not lockout any employees for any reason whatsoever and agrees that discipline of any employee shall be for just cause.

ARTICLE 15 MANAGEMENT'S RIGHTS

- 15.1 The Union recognizes the undisputed right of Orchard Lake Country 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. Orchard Lake Country Club shall provide each employee with a copy of its rules and with alterations when made.

ARTICLE 16 MEALS - SHIFT DIFFERENTIAL - LOCKER ROOM

- 16.1 Orchard Lake Country 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 Orchard Lake Country Club. Time for meals shall not exceed one-half (1/2) hour 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 is a non-smoking environment and does not provide smoking breaks during work hours. Employees will be allowed to smoke only on a schedule meal break. The smoking area is outside on the back loading dock.

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

ARTICLE 17 UNIFORMS

- 17.1 The regulation waitress, waiter, and other applicable uniforms shall be set at the discretion of Management and communicated to all impacted employees with 30 days' advance notice. Orchard Lake Country Club shall furnish all wait staff employees with two each of the following: apron, shirt, tie, and polo shirt. All other uniforms required shall be furnished and laundered by Orchard Lake Country Club.
- 17.2 Orchard Lake Country Club shall furnish and launder kitchen uniforms. Kitchen uniforms shall be laundered twice per week at Orchard Lake Country Club's expense.

ARTICLE 18 EMPLOYEE/UNION RIGHTS

- 18.1 No employee shall be discriminated against, disciplined or discharged for efforts to enforce this Agreement or for Union activity.
- 18.2 Orchard Lake Country Club shall post a list of doctors and hospitals in the area for employees who may sustain injury while on the job.
- 18.3 No Union meeting shall take place on Orchard Lake Country Club premises or on Club time without the consent of Orchard Lake Country Club. This shall not preclude the visitation by a Union representative with individual Union employees, provided the representative announces his or her presence to management at the time of arrival.
- 18.4 Orchard Lake Country 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 Orchard Lake Country Club. Such activity may be conducted during working hours if necessary, but shop stewards will not interfere with the operation of Orchard Lake Country Club's business. Work

time spent in such activities by stewards will be held to the absolute minimum

- 18.5 Union officers and stewards shall be allowed to attend Union meetings, without pay, upon written notification to Orchard Lake Country Club not less than one (1) week in advance of the meeting date.
- 18.6 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.
- 18.7 Orchard Lake Country Club shall provide a designated area for Union information to employees in an area accessible to them.
- 18.8 Any employee injured on the job sent from Orchard Lake Country Club for medical attention shall be paid for the balance of the scheduled shift on that day.

ARTICLE 19 SAVINGS PROVISION

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

ARTICLE 20 JURY DUTY - FULL-TIME EMPLOYEES

- 20.1 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. 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. Orchard Lake Country 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 Orchard Lake Country Club prior notice and must furnish evidence that jury duty was performed.

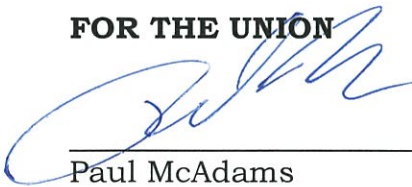
ARTICLE 21 BEREAVEMENT LEAVE - FULL-TIME EMPLOYEES

21.1 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. 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 Orchard Lake Country 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.

**ARTICLE 22
TERMS OF AGREEMENT**

22.1 This Agreement is effective upon the date of ratification and continues through December 31st, 2019 and from year to year thereafter, unless either party serves notice in writing by certified mail on the other party not more than ninety (90) calendar days, nor less than sixty (60) calendar days prior to December 31st, 2019, or any subsequent anniversary date. Upon giving notice, this Agreement shall terminate December 31st, 2019, or subsequent anniversary.

FOR THE UNION



Paul McAdams

Its: Union Representative

Dated: Apr 27 2018

FOR THE CLUB



Peter R. Swick

Its: General Manager

Dated: 5.2.18

WAGES FOR CURRENT EMPLOYEES

SCHEDULE A KITCHEN EMPLOYEES

The following wage increases shall be effective for all non-tipped Kitchen Employees:

JOB CLASSIFICATION	CURRENT NEW HIRE RATE	04/01/18	04/01/19
Cook	\$12.25	\$0.25 per hour	\$0.35 per hour
Pastry Chef	\$12.25	\$0.25 per hour	\$0.35 per hour
Asst. Pastry Cook	\$11.85	\$0.25 per hour	\$0.35 per hour
Head Garde Manger – Cold Meats	\$12.05	\$0.25 per hour	\$0.35 per hour
Asst. Garde Manger Cold Meats	\$11.85	\$0.25 per hour	\$0.35 per hour
Other Cooks and Butchers	\$11.85	\$0.25 per hour	\$0.35 per hour
Head Baker	\$12.10	\$0.25 per hour	\$0.35 per hour
Baker	\$11.65	\$0.25 per hour	\$0.35 per hour
Head Pantry Person	\$11.10	\$0.25 per hour	\$0.35 per hour
Pantry Person	\$11.00	\$0.25 per hour	\$0.35 per hour
Utility	\$10.85	\$0.25 per hour	\$0.35 per hour

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

New Hire rates and benefit changes for new employees hired on or after October 22, 2007 will be paid at New Hire rates in the schedules provided in this Agreement:

WAGE RATES FOR PART TIME KITCHEN EMPLOYEES

JOB CLASSIFICATION	CURRENT NEW HIRE RATE	04/01/18	04/01/19
Cooks	\$12.25	\$0.25 per hour	\$0.35 per hour
Pantry Person	\$10.95	\$0.25 per hour	\$0.35 per hour
Utility	\$10.85	\$0.25 per hour	\$0.35 per hour

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

Head Bartender — Wage or salary rates to be negotiated individually, with verification to be submitted to the Union. In other respects, this Agreement applies, except as modified by Section 4.1.

BAR	CURRENT NEW HIRE RATE	04/01/18	04/01/19
Head Bartender	\$11.20	\$11.20	\$11.20
Bartender	\$11.20	\$11.20	\$11.20
Bar Porter	\$10.10	\$10.10	\$10.10
Bartender (B List)	\$11.35	\$11.35	\$11.35
Bar Porter (B List)	\$10.15	\$10.15	\$10.15

New Hire rates and benefit changes for new employees hired on or after October 22, 2007 will be paid at New Hire rates in the schedules provided in this Agreement:

OTHER SPECIFIC WORKING CONDITIONS

In the event tips or gratuity are added to bar checks by members or their guests at the time of service and are billed to the member or guest when only bartenders are involved in service, said tip or gratuity shall be given to the bartender, but this shall not apply to service charges subsequently added by Orchard Lake Country Club, which charges shall not be construed as a tip or gratuity in accordance with the terms of this provision.

Schedule B employees may be scheduled for less than eight (8) hours pursuant to Sections 3.1.2 and 3.1.3 only.

**SCHEDULE C
STAFF PERSONNEL**

These classifications do not necessarily apply to individuals working in the classifications in each individual club, it being necessary in accordance with the recognition provisions of this Agreement that an employee indicate a desire to be represented by the Local by execution of an authorization card.

New Hire rates and benefit changes for new employees hired on or after October 22, 2007 will be paid at New Hire rates in the schedules provided in this Agreement:

**SCHEDULE C
HOUSE EMPLOYEES**

The following wage increases shall be effective for all non-tipped House Employees as of the dates indicated:

JOB CLASSIFICATION	CURRENT NEW HIRE RATE	04/01/18	04/01/19
Housekeeper	\$11.35	\$0.25 per hour	\$0.35 per hour
House Person	\$11.05	\$0.25 per hour	\$0.35 per hour
Janitor/Porter	\$11.05	\$0.25 per hour	\$0.35 per hour
Laundry	\$10.90	\$0.25 per hour	\$0.35 per hour
Maintenance Person	\$11.85	\$0.25 per hour	\$0.35 per hour
Night Cleaner	\$10.90	\$0.25 per hour	\$0.35 per hour

**SCHEDULE D
WAIT STAFF AND BANQUET PERSONNEL**

JOB CLASSIFICATION	CURRENT NEW HIRE RATE	04/01/18	04/01/19
Servers	\$5.20	\$5.20	\$5.20
Extra - Luncheon, 3 ½ hrs.	\$5.20	\$5.20	\$5.20
Extras - Dinner, 4 hrs.	\$5.20	\$5.20	\$5.20

Maitre D'	\$5.65	\$5.65	\$5.65
Head Server	\$5.65	\$5.65	\$5.65
Bus Person	\$8.65	\$8.65	\$8.65
Bus person Hire-in-rate	\$8.65	\$8.65	\$8.65

New Hire rates and benefit changes for new employees hired on or after October 22, 2007 will remain at the New Hire hourly rates in the schedules provided in this Agreement.

Maitre D' – Wage or salary rates to be negotiated individually, with verification to be submitted to the Union. In other respects, this Agreement applies, except as modified by Section 4.1.

Head Server - 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 4.1.

Gratuity of 20% to be distributed to tipped employees (wait staff, bartenders, and bussers) for both ala carte dining and banquets/events as follows:

16.5 % to Wait Staff
1.00% to Bussers
2.5% to Bartenders

The tip pool will be computed on an hourly basis for hourly distribution to all tipped employees eligible to participate in the tip pool.

If no Bus Help is on Orchard Lake Country Club premises or not required to perform any normal busing duties connected with food service, the 1.00% 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.

OTHER SPECIFIC WORKING CONDITIONS

Dining room employees shall be permitted to work split shifts.

The maximum workday in case of a split shift for eight (8) hour employees shall be eight (8) hours of actual work within eleven (11) hours; provided, however, that dining room employees working split shifts shall not work more than two (2) consecutive meals.

Eight (8) hour employees may be scheduled for shifts of less than eight (8) hours only in conformity with Section 3.1.2 and 3.1.3.

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

CULINARY PLAN CONTRIBUTIONS
LOCAL 24, UNITE HERE

SIDE LETTER

ORCHARD LAKE COUNTRY CLUB

CULINARY PLAN CONTRIBUTIONS
FOR NON FULL-TIME EMPLOYEES
2018-2019 CONTRACT

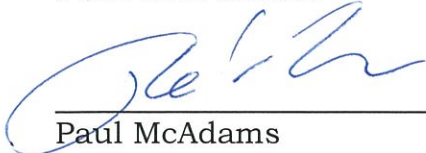
The Union and the Club hereby agree as follows:

The revised Section 13.1 regarding Culinary Plan 345 contributions shall only apply effective upon approval by the Plans' Trustees to full-time employees and to those employees designated as "Workers II" by this Side Letter. Two employee names will be removed from the list of designated "Workers II" and two names shall be added, based on seniority.

Each of the following designated "Workers II" shall be entitled to Culinary Plan contributions made on his or her behalf:

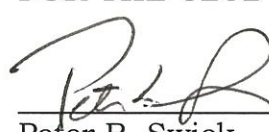
Kathy Crosby	Sally Clauser
Larry Holmes	Shannon Young
Karen Munro	Carol Comer
Jorge Colon	Moushi Sheena
Barbara Donovan	

FOR THE UNION



Paul McAdams
Its: Union Representative
Dated: April 27 2018

FOR THE CLUB



Peter R. Swick
Its: General Manager
Dated: 5/2/18