

**COLLECTIVE BARGAINING  
AGREEMENT**

BETWEEN

**PLUM HOLLOW COUNTRY CLUB**

AND

**UNITE**HERE!** LOCAL 24  
AFL-CIO**

**JUNE 4, 2018 THROUGH JUNE 4, 2021**

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## **AGREEMENT**

THIS AGREEMENT, made as of the 5<sup>th</sup> day of June, 2018, between Plum Hollow Country Club, referred to as the "Club", and UNITEHERE! Local 24 AFL-C10, referred to as the "Union".

### **ARTICLE – RECOGNITION — UNION MEMBERSHIP EMPLOYEE HIRING**

#### **Section 1 – Recognition.**

- (a) The Club recognizes the Union as the exclusive bargaining representative for the purpose of collective bargaining with respect to rates of pay, hours of work and other conditions of employment for employees in classifications set forth in Schedule A attached and made 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 the Club hires a bargaining unit employee, and the Club and the Union agree the employee is to do bargaining unit work, the Club and the Union shall meet and determine which of the listed classifications applies or whether to agree on a new classification.
- (c) The parties to this Agreement recognize that regardless of classification, all employees will perform the assigned tasks necessary to provide first quality and efficient service. The parties also agree to continue the practice of offering coat check work to Locker Room Attendants, as the Club has done in the past.

#### **Section 2 – Union Membership.**

No provisions of this Article shall prohibit employees from electing to become members of the Union prior to the 31st calendar day of employment.

#### **Section 3 – Employee Line-Up Referral.**

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 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 availability and shall not be based 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 employer and/or part of the bargaining unit.

**ARTICLE 2 –  
WORK WEEK HOURS OF WORK —  
REPORTING FOR WORK — DEFINITION OF FULL-TIME,  
PART-TIME AND SEASONAL EMPLOYEES  
LESS THAN EIGHT-HOUR SCHEDULES**

**Section 4.**

- (a) Eight (8) hours of work shall constitute a work day and five (5) days shall constitute a work week for full-time employees, as hereafter defined. This shall not be construed as the minimum or maximum number of hours or days of work for full-time employees.
- (b) During the period that the Club is open between Labor Day and Memorial Day, the Club will schedule full-time, Worker II, and regular part-time employees a minimum of four (4) hours on any workday, but will endeavor to schedule eight (8) hours of work on a workday for a full-time employee when eight (8) hours is available. The Club will not schedule two four (4) hour employees when the work can be done by one eight (8) hour employee.
- (c) The Club will maximize work assignments for full-time employees up to the five (5) day work week. Part-time and Seasonal employees will be used to supplement, not to displace full-time employees. Part-time and Seasonal 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.

**Section 5.**

The Club shall not be required to designate days off for each full-time or Worker II employee.

**Section 6.**

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 forty five (45) days and upon seven (7) days notice to the employee, provided that schedule changes shall not be made to circumvent overtime or to deny full-time employees the opportunity to work golf outings and other functions on days the Club is ordinarily closed.

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

Choice of available schedules, including regular days off, shall be done by seniority for full-time employees.

### **Section 7.**

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

### **Section 8.**

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

### **Section 9.**

Only bargaining unit employees and seasonal employees shall regularly perform the work covered by this Agreement, except during relief periods, absenteeism, sickness, rush periods and in cases of emergency. There will be no restriction on Department Heads or other management employees from performing necessary functions to provide appropriate service to members and guests, as long as this does not result in the layoff of a bargaining unit employee.

### **Section 10.**

- (a) A full-time employee is one who is regularly scheduled to work thirty-two (32) or more hours per week.
- (b) A part-time employee is one who is regularly scheduled to work more than sixteen (16), but less than thirty-two (32) hours per week.
- (c) A seasonal employee is an employee who is employed by the Club for the summer season or off season. Seasonal employees are not members of the bargaining unit and are not covered by any terms, conditions, or benefits of this Agreement.
- (d) The Club will maximize work assignments for full-time employees up to the five-day work week and shall give full-time employees priority for additional available work (golf outings, special functions, etc.) by seniority. Priority for available work shall be as follows: to full-time employees first, then to Worker II, then to part-time employees.

Part-time employees shall have priority for available full-time positions for which they are qualified as long as they have notified management in writing of their desire to become full-time.

**Section 11.**

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. The Club shall not deny a part-time employee available work to circumvent this section.

Full-time employees working eighteen (18) of twenty-two (22) consecutive weeks of less than four (4) days of a least seven and one-half (7 1/2) hours a day will become part-time employees, except that for the duration of this agreement, the following employees are exempted from this requirement and from the definition described in Section 11(a) above: Antonino Castro, Michael Cordtz, Maria Guerrero, Marcie Hassler, Jose Hernandez, Charles Holt, Daniel Quintero, Julie Rowland and Keith Sams. This exception as it applies to these nine (9) people is employee-specific. Should any of these people be promoted, leave the employ of the Club, or choose to relinquish full time status, then the number of employees protected under this exception is reduced accordingly.

**Section 12.**

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, but if back pay is awarded, it shall be limited to actual work days lost, and in no event more than thirty (30) work days. There will be no pay for time not worked. The Club will offer other unscheduled work to such aggrieved employees affected by violation of this section.

**ARTICLE 3 –  
MERIT INCREASES SCHEDULE OF WAGE  
RATES AND SPECIFIC WORKING CONDITIONS**

**Section 13.**

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

**Section 14.**

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

**Section 15.**

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 16.**

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

**Section 17.**

An employee receiving a higher wage rate within the same job classification, then the rate in this contract shall have that differential maintained as long as the employee occupies the same job classification at the Club. New over scale wages are enforceable only if authorized by the Club in writing. The Club will notify the Union in writing of such over scale wages within a reasonable time.

**Section 18.**

Except as provided in Section 18, no extra-contractual benefit, condition, or practice of employment, past or future, is enforceable under this Agreement by the Club or the Union unless committed to writing and signed by the Club and the Union; provided that any such writing shall not be effective beyond the term of this Agreement.

**Section 19.**

Employees hired will be paid not less than the rates listed in Schedule B from date of hire.

**Section 20.**

Work schedules for full-time employees shall be posted weekly in advance of the work week. Schedules shall not be altered to circumvent the payment of overtime. Settlement of successful grievances under this provision will be the offer of unscheduled additional work. There will be no pay for time not worked.

**ARTICLE 4 –  
OVERTIME PROVISIONS**

**Section 21.**

Employees shall be paid time-and-one-half (1-1/2) for all hours worked in excess of forty (40) hours in any work week.

**Section 22.**

Full-time employees may be requested, but shall not be required, to work a seventh (7th) day in any one week and shall rotate the overtime equally in any job classification where scheduling is practical. The Club shall make this request by seniority, and if no full-time employees volunteer, the Club shall have the right to require the least senior full-time employees to perform the work or to perform the work in the most efficient way it deems necessary.

**ARTICLE 5 –  
NEW YEAR'S EVE OVERTIME  
PROVISIONS — ALL EMPLOYEES**

**Section 23.**

Employees working New Year's Eve as a sixth (6th) day worked within a work week will be paid double (2) time for hours worked between 6:00 p.m. and midnight and double time and one-half (2 1/2) for hours worked after midnight. Employees called in, and who work as required, on New Year's Eve or New Year's Day, will receive, in addition to Holiday Pay, a full pay add-on, totaling Double Time for all scheduled hours worked.

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

**Section 24.**

The Club will grant vacations with pay to full-time employees as follows:

After 1 Year	-	1 Week
After 2 Years	-	2 Weeks
After 3 Years	-	3 Weeks

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. A day paid is considered a day worked for the purpose of vacation eligibility.

- (a) Vacation pay is computed as forty (40) hours at the current straight time hourly rate for each week of vacation to which the employee is entitled. For a tipped employee, vacation pay is computed by multiplying forty (40) hours times two hundred twenty five percent (225%) of the tipped employee's current straight time hourly rate for each week of vacation to which the tipped employee is entitled.
- (b) An employee discharged, except for proven dishonesty, who has earned, but not been paid for vacation, shall be paid for vacation at the rate of 1/12 of the employee's annual allotment, pursuant to the appropriate schedule in Section 24(a), for each month worked during that anniversary year, provided that an employee who has worked or been paid for 200 days or more in that anniversary year shall be entitled to that employee's full allotment. An employee discharged for proven dishonesty shall not be entitled to this benefit.
- (c) An employee who quits, or is laid off, who has earned, but not been paid for vacation, shall be paid for vacation at the rate of 1/12 of the employees' annual allotment, pursuant to the appropriate schedule in Section 31(a), for each month worked during that anniversary year, provided that an employee who has worked or been paid for 200 days or more in that anniversary year shall be entitled to that employee's full allotment



**Section 25.**

Employees shall receive the amount of vacation pay to which they are entitled on the last paycheck before Christmas. Employees will be required to take vacation time during the annual shutdown.

**Section 26.**

All employees who are eligible for holiday pay and work as scheduled on those holidays will receive holiday pay and an additional straight time pay for working that holiday, effectively receiving 2x's pay for all scheduled hours worked, Those holidays are Mother's Day, Memorial Day and Labor Day. New Year's Day is covered in Section 23.

**Section 27.**

To be eligible for holiday pay, a full-time employee must work his or her full schedule on his/her last scheduled work day preceding the holiday and his/her full schedule on his/her first scheduled work day following the holiday, unless excused by the Club.

**Section 28.**

A full-time employee is eligible for holiday pay after acquiring ninety (90) calendar days of seniority.

**Section 29.**

An otherwise eligible full-time employee who is laid off, shall be paid for a holiday if it occurs within fifteen (15) calendar days of lay-off.

**Section 30.**

If a holiday falls during a period of vacation, the eligible full-time employee shall receive an extra day's pay.

**Section 31.**

If a full-time employee is scheduled to work on an eligible holiday, and is not on an approved vacation or other leave, and fails to work, that employee forfeits holiday pay.

**Section 32.**

Part-time, Worker II employees hired prior to March 1, 2008, will be paid one and one-half times their regular rates for time worked on a holiday.

**ARTICLE 7 –  
PAID PERSONAL ABSENCE DAYS — FULL-TIME EMPLOYEES**

**Section 33.**

- (a) A full-time employee will be entitled to paid personal absence days in accordance with the following schedule:

After 1 Year	-	1 Day
After 2 Years	-	2 Days
After 3 Years	-	3 Days

- (b) 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. A day paid is considered a day worked for the purpose of personal day eligibility. For a tipped employee, pay for personal days is computed by multiplying eight (8) hours times two hundred twenty-five (225%) percent of the employee's current straight time hourly rate.

**Section 34.**

Employees shall give a minimum of one week's advance written notice of taking a Paid Personal Absence day, except for absence due to sickness, disability, or emergency. The Club may reasonably require appropriate and specific documentation of sickness, disability, or emergency, within two days after the absence, as a condition of granting the request to use a paid personal absence day. In determining when to require documentation, the Club may consider the timing and nature of the absence, the employee's attendance record, and other individual circumstances, and may use its discretion as warranted by individual circumstances, in a reasonable manner. Paid Personal Absence days shall not be taken consecutively without Club permission. It is also understood that the granting of a Paid Personal Absence day in one case, without requiring a doctor's note or other documentation, will not be raised against the Club in a subsequent case. Nothing in this Section shall bar access to the grievance procedure.

**Section 35.**

If a full-time employee does not use any of his or her personal absence days, the Club shall pay the employee for any unused days when the Club closes. A paid personal absence day taken shall be paid in the work week taken.

**Section 36.**

Any employee who quits, or is laid off, or is discharged for cause, will be paid whatever vacation pay that employee would have been eligible for on that last day worked as though he/she had not been terminated.

**Section 37.**

An employee who quits without giving one (1) week written notice, or who is discharged for proven dishonesty or who is discharged for just cause, shall not be entitled to any unused paid personal absence days.

**ARTICLE 8 –  
LEAVES OF ABSENCE — FULL-TIME EMPLOYEES**

**Section 38 — Medical**

Leaves of absence without pay for reasonable periods of time, not to exceed six (6) months or the employee's seniority, whichever is lesser, shall be granted by the Club reasons of bona fide illness or disability, including pregnancy. Such leaves shall not affect the employees' seniority rights. When medical evidence is presented and additional leave is required, seniority will accrue for an additional three (3) months only.

An employee eligible for leave under the Family and Medical Leave Act shall take that leave as part of a medical leave taken under this Section beginning on the date that the employee qualifies for FMLA leave, so that available FMLA leave and leave under this Section run concurrently.

**Section 39 – Personal.**

Personal leaves of absence without pay, not to exceed two (2) months, may be granted by mutual agreement between the Club and the employee. Such personal leaves shall not affect the employee's seniority rights. Personal leaves may be extended but seniority shall accrue for an additional three (3) months only. Under no circumstances will leave be allowed to accept employment elsewhere.

**Section 40.**

Any employee going on approved leave may elect to take whatever vacation pay is available to that employee at the commencement of the leave, just as though the "leave-granted" employee were to be taking vacation.

**Section 41.**

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

**Section 42 – Military Leave.**

Military Leave will be granted according to prevailing federal law. There will be no negative effect on seniority, and seniority accrues as if the employee had never left the job. However, annual vacation pay, holiday pay and personal days will NOT accrue during Military Leave.

**ARTICLE 9 –  
SENIORITY — FULL-TIME EMPLOYEES**

**Section 43.**

- (a) The Club recognizes seniority in specific job classifications and employees shall, whenever reasonably possible, be promoted, demoted, laid off and recalled to work according to length of service, provided the employee qualifies for the job classification.
- (b) The Union recognizes the right of the Club to arrange its work schedules, to designate days off and to fix hours worked by employees. The Club will, whenever reasonably possible, follow seniority rights in arranging its schedules, in designating days off and hours to be worked by employees, but the Club shall not be restricted in carrying on its operations in an efficient manner or in complying with specific requests of members or guests for special assignments.
- (c) Seniority, for all purposes in this Agreement, begins on the date of entry to full-time status. Employees transferred or promoted out of the bargaining unit may return to the bargaining unit at any time with the understanding that their former seniority date will be adjusted to reflect the time out of the unit.
- (d) Seniority for purposes of vacations, leaves of absence and paid, personal absence days shall be from the employee's last date of hire.
- (e) The provisions of Section 44 do not apply to part-time or Worker II employees. To the extent that part-time employees may have been scheduled by seniority in the past, the practice will no longer be followed.

**Section 44.**

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 date of hire as a full-time employee.

**Section 45.**

Seniority rights terminate when an employee:

- (a) Quits or retires;
- (b) Is discharged for cause;
- (c) Fails to return to work from an approved leave of absence;
- (d) Is absent for three (3) consecutive scheduled days without notice except when the employee is unable to give notice due to circumstances beyond his or her control, in

which case the employee shall give notice as soon as possible, but in any event within ten (10) days;

- (e) Is laid off for a period equal to seniority or one year from the date of layoff, whichever is the lesser period of time. Employees in a department of the Club working less than the full operating year shall maintain seniority from year to year equal to the number of consecutive years employed, provided they work at least sixty (60) days in each year unless laid off.

**Section 46.**

No part-time or seasonal employees shall be used where full-time employees are on layoff, except in cases of emergency or where the Club cannot contact laid off employees in the same classification.

**Section 47.**

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

**Section 48.**

A list of current full and part-time employees and seniority or hire dates will be posted on or about May 1 and September 1.

**ARTICLE 10 –  
HEALTH — WELFARE — PENSION PROGRAM**

**Section 49 – Culinary Plan, 345, Worker II Employees.**

The Club will no longer make contributions to the Fund on behalf of employees classified as part-time or seasonal.

January 1, 2018 is \$2.48; January 1, 2019 is \$2.48; January 1, 2020 is \$2.24 and January 1, 2021 is \$2.24.

The parties agree and understand that, if the appropriate welfare contribution rates are not paid, the trustees of the Fund may eliminate benefits to otherwise eligible Participants and terminate the employer's participation pursuant to paragraph 1.1 of the Fund's Minimum Standards.

**Section 50 – Culinary Plan, 345, Full-Time Employees.**

On the first day of the first full month, and beginning with that full month, following ninety (90) calendar days of employment as a full-time employee, the Club will contribute \$49.69 per month for each full-time employee, effective January 1, 2018. Rate effective January 1, 2019 is \$49.69; January 1, 2020, is \$44.72 and January 1, 2021 is \$44.72.

The parties agree and understand that, if the appropriate welfare contribution rates are not paid, the Trustees of the Fund may eliminate benefits to otherwise eligible Participants and terminate the employer's participation pursuant to paragraph 1.1 of the Fund's Minimum Standards.

**Section 51 – Health Care.**

The Club will assist any eligible unit employee who elects to participate in the then-current salaried employee health care plan with a contribution of \$350.00 monthly directly to the carrier (to avoid any tax implications to the unit employee) for every month of eligibility for health care as enumerated in this Agreement.

**Section 52 – Full-Time Employee, Monthly Culinary 345.**

Whether insured under a health maintenance organization, or covered as an individual or a dependent upon a comparable plan, the Club will continue the appropriate monthly culinary contribution referred to in Section 50 above.

**Section 53 – 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 expense, paid through payroll deduction.

**Section 54 – Section 125 Self-Payment Plan.**

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

**Section 55 – Brand-Name Prescription Reimbursement.**

The terms and conditions of the salaried employee health care plan will apply exactly to unit employees who choose to participate. There will be no co-pay or deductible re-imburement except the \$350.00 premium reduction paid by the Club.

**Section 56 – Layoff Leave, Quit or Discharge.**

- (a) Upon completion of one (1) year of employment as a full-time employee, and upon work or payment for 1500 or more hours from date of hire as a full-time employee, the Club 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 51 and 52 of this Article, and the one (1) month contribution to the culinary plan as provided in Section 50 of this Article. However, the Club may provide contributions, in a non-discriminatory manner, in excess of those required by this part of this Section. Provided further, the Club shall continue coverage year round, including during the Club's annual closed period for any full-time employees who work as full-time

employees for eight (8) months or more in a calendar year, so that there will be no gap in the Club-paid coverage provided under this Agreement. This provision applies to the employees who participate in the salaried employee's health care plan.

- (b) If a full-time employee is granted a leave of absence pursuant to Section 88 of this Agreement, the Club will contribute the monthly health maintenance organization contribution for such full-time employee as provided in Sections 51 and 52 of this Article and the monthly culinary contribution provided in Section 50 of this Article, for no less than three (3) calendar months following the granting of such leave of absence. This section applies to the culinary contribution and participants in the salaried employee's health care plan only.
- (c) An eligible employee who quits or is discharged will not be entitled to any addition contributions as may be provided in this Section.

**Section 57 – Pension Program, Fund 545.**

Effective August 1, 2018, the Club will contribute, in addition to the health and welfare contributions provided in this Article, \$2.02 per hour or part thereof, worked or paid for each bargaining unit employee classified as a full-time employee, to the National Retirement Fund, pursuant to an indenture of trust establishing such fund. Any additional increases to be determined by the vote of the Trustees.

8/1/19	\$2.32
8/1/20	\$2.41
8/1/21	\$2.52
8/1/22	\$2.63

There will be no pension contributions for full-time employees for the first ninety (90) days of employment, or for part-time employees promoted to full-time for the first ninety (90) days after promotion.

**Section 58 – Funds and Trustees.**

The parties agree that the culinary and pension contributions described in this Article shall be submitted monthly, along with a report of the Employer data required by the Fund(s), no later than the fifteenth (15th) day of the month following the month for which the contributions are to be made. The parties agree that they are to be bound by the Agreement(s) and Declaration(s) of Trust of the Fund(s), as may from time to time be amended, and they do hereby irrevocably designate as their respective representatives on the Board of Trustees such Trustees named in said Agreement(s) and Declaration(s) of trust as Employer and Union Trustees respectively, together with their successors selected as provided therein, and agree to abide and be bound by all procedures and rules established and actions taken by the Trustees pursuant to said Trust Agreement(s). Any provision in this Agreement that is inconsistent with the Agreement and Declaration of Trust, or the Plan of Benefits, rules or procedures established by the Trustees, shall be null and void.

### **Section 59 – Employee Data.**

The contributions provided in Sections 50, 51, 52, 53, 54 and 58 shall be paid monthly, together with a report of employee data prescribed by the Trust Funds no later than the fifteenth (15th) day of the month following the month for which they are to be made. Said employee data shall include name, address, social security number, sex, date of birth, date of hire, days or weeks of employment, length of employment and such other information as the Trustees may determine necessary in order to comply with the record keeping requirements of ERISA and/or to properly provide welfare and pension benefits to participants.

### **Section 60 – Student Intern Exception.**

Notwithstanding Sections 49 and 50, the Club is not required to make any culinary contributions for employees who are students.

## **ARTICLE 11 – GRIEVANCE PROCEDURE— NO STRIKE—NO LOCKOUT**

### **Section 61.**

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

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

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

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

**Step 4.** 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 the Club. 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 62.**

The time limits in Section 61 are material and may be waived only by written agreement in each individual grievance.

**Section 63.**

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 64.**

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

**Section 65.**

The Club agrees that it shall not lockout any employees for any reason whatsoever and agrees that discipline of any employee shall be for just cause.

**ARTICLE 12 –  
MANAGEMENT'S RIGHTS**

**Section 66.**

The Union recognizes the undisputed right of the Club to operate and manage its business in all respects in accordance with its commitments and responsibilities to its members and their guests and to make and alter from time to time written rules and regulations to be observed by employees, which written rules and regulations shall not be inconsistent with this Agreement. The Club shall provide each employee with a copy of its rules and with alterations when made.

**ARTICLE 13 –  
MEALS — SHIFT DIFFERENTIAL — LOCKER ROOM**

**Section 67.**

The Club shall furnish one meal for each meal worked. Meals are to be eaten on Club time when employees are not busy and at such time as not to interfere with the efficient operation of the Club. Time for meals shall not exceed one-half (1/2) hour for each meal. The station of an employee during their meal period shall be covered by another employee whenever necessary. If

no other employee is available to cover the station of an employee while eating, such employee shall return to the station to take care of any service that is necessary.

**Section 68.**

Midnight shift employees will receive a \$75.00 bonus payment in lieu of a \$0.10/hr differential at the end of the season. These are employees regularly assigned to work 11:00 p.m. until 7:00 a.m.

**Section 69.**

The Club shall provide sanitary dressing rooms for all employees and shall provide lockers with locks, the first key to be furnished free of charge for full-time employees. The Club shall be responsible for any losses sustained by full-time employees because of the 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. The Club accepts no responsibility for employee's personal losses from lockers, whether locked or unlocked.

**ARTICLE 14 –  
UNIFORMS**

**Section 70.**

Black dress, white collar, white cuffs, and apron, or white dress, and white apron or, black pants, black coat, white or black shirt, and black tie shall be considered the regulation waitress uniform. Black pants, black coat, white or black shirt, and black tie shall be considered the regulation waiter uniform. Black pants, black coat, white or black shirt, and black time shall be considered the regulation bartender uniform. All other uniforms required shall be furnished by the Club.

**Section 71.**

The Club shall furnish and launder kitchen uniforms it requires employees to wear. The Club will make aprons available to employees working in the kitchen.

**ARTICLE 15 –  
EMPLOYEE/UNION RIGHTS**

**Section 72.**

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

**Section 73.**

No Union meetings will take place on Club property without the express permission of the Club's representative.

**Section 74.**

The parties are bound by the provisions of the National Labor Relations Act regarding protected activity. However, the business of the Club is the highest priority, If there is a dispute, it is advisable to grieve and attempt to settle the matter through the grievance procedure above. Any employee who fails to follow this procedure and instead goes directly to a Club member, Board member, Board President or past President to attempt to adjust a grievance, will subject themselves to discipline up to and including discharge.

**Section 75.**

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

**Section 76.**

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 riot 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 77.**

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

**Section 78.**

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

**ARTICLE 16 –  
SAVING PROVISION**

**Section 79.**

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

**ARTICLE 17 –  
JURY DUTY — FULL-TIME EMPLOYEES**

**Section 80.**

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 for the purpose of eligibility for jury duty pay.

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

**ARTICLE 18 –  
BEREAVEMENT LEAVE — FULL-TIME EMPLOYEES**

**Section 81.**

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 for the purpose of eligibility for bereavement pay. Tipped employees will be paid six dollars (\$6.00) per hour for all hours paid for bereavement leave.

If a full-time employee's father, mother, sister, brother, son, daughter, current spouse, grandparent, legal guardian or child or parent of current spouse dies, a bereavement leave of not more than three (3) consecutive regularly scheduled work days with pay shall be granted for purposes of attending the funeral. In the event the funeral is two hundred (200) miles or more from the Club, the 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 19 –  
SHADOW TRAINING RATE**

**Section 82.**

Newly hired wait staff assigned to "shadow" experienced wait staff for training purposes will not participate in the gratuity pool and will be paid at least the minimum wage per hour. Newly hired wait staff may be in this "shadow" training status for up to two (2) weeks.

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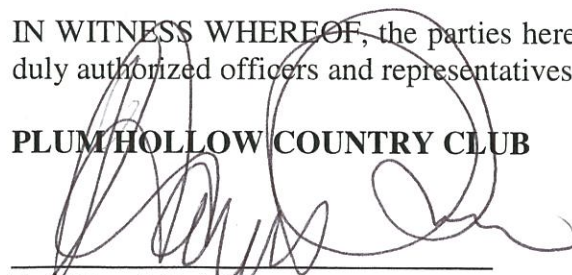
**ARTICLE 20 –  
TERM OF AGREEMENT**

**Section 83.**

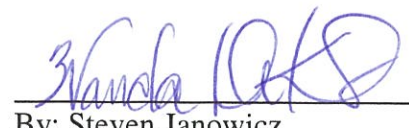
This Agreement is effective three (3) years from the date of ratification subject to an eighteen (18) month wage-only reopener as above.

IN WITNESS WHEREOF, the parties hereto have caused their names to be subscribed by their duly authorized officers and representatives on this 24 day of January, 2015.

**PLUM HOLLOW COUNTRY CLUB**

  
\_\_\_\_\_  
By: Alan J. Reiner  
Its: Attorney

**UNITEHERE! LOCAL 24**

  
\_\_\_\_\_  
By: Steven Janowicz  
Its: Agent

*Wanda Sukas Zip*

**SCHEDULE A –  
CLASSIFICATIONS AND MINIMUM WAGE SATES**

	<b>June 4, 2018</b>	<b>June 4, 2019</b>	<b>June 4, 2020</b>
Pastry Chef	\$14.35	\$14.70	\$15.10
Bartender	\$15.57	\$15.92	\$16.32
Cook	\$13.92	\$14.27	\$14.67
Purchaser	\$13.48	\$13.83	\$14.23
Pantry Person	\$13.04	\$13.39	\$13.79
Utility Person	\$12.92	\$13.27	\$13.67
Housekeeper	\$13.29	\$13.64	\$14.04
Houseperson	\$13.17	\$13.52	\$13.92
Locker Room Attendant	\$13.04	\$13.39	\$13.79
Bus Person	\$8.75	\$9.10	\$9.50
Waitstaff	\$4.33	\$4.53	\$4.73

Utility workers include Silver Polishers, Pot washers, Dishwashers, Runners, Garbage Men, Glass washers, Kitchen Person, Ice Persons, Coffee Makers, Vegetable Preparers, and General Kitchen Cleaning.

Wage increase effective June 4, 2018, (predicated upon 10% net total membership increase by July 1st as against membership January 18, 2018 only).

\$.25 for tipped employees

\$.25 for non-tipped employees

**SCHEDULE B –  
RATES FOR EMPLOYEES**

A. Non-Tipped Employees

Minimum Hiring Rates - \$3.00 per hour below the current classification rate with the following progression:

\$.50 per hour increase after 90 days

\$.50 per hour increase after 1 year

Increase to current classification rate by 1st day of 3rd year.

B. Wait staff

Minimum Hiring Rate - \$3.00 per hour

\$.25 per hour increase after 1 year

\$.25 per hour increase after 2 years

Increase to current classification rate by 1st day of 3rd year.

C. Bus persons

Same as Schedule A

**SCHEDULE C –  
BENEFITS FOR WORKER II EMPLOYEES**

The Club and the Union have established a Worker 11 classification:

Worker 2 employees are Janet Ellis, Kim Slotka and Jill Farrar,. These designations are employee specific and should any of these people be promoted, leave the employ of the Club, or choose to relinquish their Worker 11 status, the number of employees protected under this exception is reduced accordingly.

The Club will continue to make pension and culinary contributions for the above listed Worker 11 employees for as long as they continue to be employed by Plum Hollow Country Club.



## SCHEDULE D – GRATUITY ALLOCATION

### 1. A la Carte Food and Beverages

<u>A. Regular Dining/Beverages</u>	<u>Gratuity Distribution</u>
Food and Beverage served by Wait staff in the Dining Room, Card Rooms or Patio	Wait staff 15.5% (Effective 05/11/2012-ratification date Rate is 16.25%)
	Bus Person 0.5%
<u>B. Regular Bar</u>	
Food served by Bartenders at the Bar or in the Locker Room	
Bartender (Pooled)	15%
Drinks served by Bartender at the Bar or in the Locker Room	House
<u>C. Locker Room Dining/Beverages</u>	
Food Served by Locker Room Attendants	
Locker Room Attendants	15%
Drinks Served by Locker Room Attendants	House
<u>D. Other Sites</u>	
14 <sup>th</sup> Stand	House
Pool Snack Stand	House

### 2. Banquets

All food	Wait staff 16.25% Effective 05/06/2012 – ratification date Bus Person 1.25%
All beverage	Bartender 1%; Server 16.25%; Bus 1.25%
1. Bartenders pool any gratuity earned from the above schedule on a daily basis.	
2. Wait staff and Bus persons continue to split all gratuities allocated per the above distribution from separate daily pools, among all Wait staff/Bus persons working that day. Each individual's share is calculated by dividing the total gratuity in the appropriate pool each day by the total hours worked by each classification and then multiplying that number by the number of hours worked by each Wait staff/Bus person on that day.	

## **LETTERS OF UNDERSTANDING – LOCKER ROOM ATTENDANTS**

It is understood that Locker Room Attendants will remain members of the bargaining unit but will perform whatever duties are necessary to provide service to members, including but not limited to shining shoes, serving drinks and food to members as needed, and otherwise cleaning and maintaining the Locker Room.

In order to protect the work of the bargaining unit, the club will schedule a minimum of one bartender for a minimum of eight (8) hours at the Locker Room Bar on all days from Memorial Day through Labor Day that the Club is open for regular member golfing activity.

## **LETTER OF UNDERSTANDING**

The Club agrees to post a notice, compliant with the requirements of the National Labor Relations Act and the decisions of the National Labor Relations Board, advising all employees of the Club their right to organize, their rights to be represented by a Union, and their right to join a Union.

Further, the Club agrees to post a notice advising members of the Union that their dues, required for membership in the Union, may be deducted from their earnings.

The Club further agrees that dues so deducted will be forwarded to the Union on a monthly basis.

For this purpose, the Club Will make available to any employee who requests their dues to be deducted, a wage assignment form. That instrument will create a contract between the employee and the Club for the purpose of deduction of dues.

The Club will not discriminate against any employee/member of the Union on account of their participation or refusal to participate in this wage assignment plan.