

# COLLECTIVE BARGAINING AGREEMENT

Between



WESTERN GOLF & COUNTRY CLUB

And



**UNITEHERE! LOCAL 24**

AFL – CIO

April 1, 2018 through March 31, 2021

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# AGREEMENT

THIS AGREEMENT, made on the 23 day of March, 2018, between the Western Golf & Country Club, referred to as the "Club" and UNITE HERE, Local 24, AFL-CIO referred to as "Union"

## ARTICLE 1 RECOGNITION — UNION MEMBERSHIP- EMPLOYEE HIRING

### Section 1 – Recognition

- (a) The Club recognizes the Union as the exclusive bargaining representative for the purpose of collective bargaining with respects to rates of pay, hours of work and other conditions of employment for employees in classifications set forth in Schedules 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. If during the term of this Agreement the Club adds classifications for food and beverage, locker room and clubhouse employees, in addition to those listed in the attached Schedules, the Club and the Union shall bargain over the rates of pay for those classifications.
- (b) If the Club hires a bargaining unit employee and the Club and the Union agree the employee is to do bargaining unit work, the Club and the Union shall meet and determine which of the listed classifications applies or whether to agree on a new classification.

### Section 2 – Union Membership

- (A) The 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.
- (C) 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, or shall become and remain members in good standing of the Union or tender to the Union initiation fees and periodic dues that are the obligations of members on the thirty-first (30) calendar day

following the date of employment, the effective date of this Agreement, or the date of execution of this Agreement whichever is later.

- (D) 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 (30) calendar day following the date of employment, the effective date of this Agreement or the execution of this Agreement, whichever is later.
- (E) No Provisions of this article shall prohibit employees from electing to become members of the Union prior to the thirty-first (30) calendar day of employment.
- (F) 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 the Club.

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

- (a) 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 regular employees of the Club who are qualified, have indicated a desire, and are available to work banquet function, 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 whom it has utilized in staffing banquet functions, and in scheduling the B list Employees, the Club shall base is actions upon ability and availability and not upon favoritism and the Union may discuss with the Club the Club's failure to call to function any such employee. B list employees shall not be deemed regular employees of the employer 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 unit shall not be applicable to B List employees, but B List employees shall pay a permit fee to the Union for Each event worked. The Club agrees to deduct the permit fee from the employees where the employee has signed a card voluntarily authorizing the deduction as provided in Section 4. Where the Club should obtain employees through an agency and the Club does not pay such employees directly, the Club shall arrange with the agency for permit fee deduction.

## **ARTICLE 2 CHECK OFF UNION DUES**

### **Section 4**

The Club shall deduct from the pay of each employee membership dues, including initiation and reinstatement fees or permit 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 the Club 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 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. The 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 supplied by the Union, setting forth the name, address, job classifications, and social security numbers of the employees.

**ARTICLE 3**  
**WORK WEEK — HOURS OF WORK — REPORTING FOR WORK-**  
**DEFINITION OF FULL TIME, PART TIME AND SEASONAL**  
**EMPLOYEES**

**Section 5**

- (a) The normal workweek shall be Sunday through Saturday and shall consist of six (6) days. Eight (8) hours of work shall be considered the normal workday and forty (40) hours of work the normal workweek. The Club shall schedule eight (8) hours of work, except as provided further in this section, when eight (8) hours of work is available.
- (b) Schedules days off can be changed by mutual agreement between the employee and the Club and may not be made to circumvent overtime or to deny full-time employees the opportunity to work golf outings and other functions days the Club ordinarily closed. Choice of available schedules, including regular days off, shall be done by seniority for full-time employees.
- (c) The Club will maximize work assignments for full-time employees up to six (6) days and shall give full-time employees priority for additional available work (golf outing, special functions, etc.) by seniority. The Club may schedule full-time employees for shifts of less than eight (8) hours but not less than four (4) hours prior to Memorial Day and after Labor Day. The Club will maximize work for full-time employees, by seniority in compliance with Article 3, section 5. The Club will not assign work to part-time employees or seasonal employees unless full-time employees in the same classification, or who have worked in the same classification, have been given the opportunity to work the available hours as scheduled. Seasonal employees will be used to supplement, not to displace, full-time employees. Seasonal employees will not be scheduled when full-time employees are on layoff unless full-time employees have been given the opportunity to work and decline such opportunity. No two (2) eight (8) hour employees will be scheduled on shifts of less than eight (8) hours to cover eight hours (8) of available work on one (1) day.

- (d) Employees shall be paid for all hours worked. If the Club sends an employee, who was scheduled to work eight (8) hours, home early due to a shortage of work, the Club shall pay the employee for four (4) hours of work or the actual hours worked, whichever is greater. This provision shall not apply in case of emergency caused by power failure, fire, flood, riot, civil commotion, or acts of God affecting any part of the Club's property. An employee reporting for work during an emergency shall be paid for all hours actually worked and not less than one-half the employee's regular rate of pay for the day. The Club shall make the effort to have a bargaining unit employee present when the manager or his designee attempts to call off employees due to an emergency. However, in the event no bargaining unit employee is available to witness the call, the manager or his designee shall make the calls to inform employees.
- (e) Work schedules for full-time employees shall be posted weekly in advance of the work week. Schedules shall not be altered to circumvent the payment of overtime.

### **Section 6**

The Club shall designate one (1) day in its payroll week as the seventh (7th) day for each full-time employee. The Club shall not be required to designate the same days off for each full-time employee.

### **Section 7**

Full-time employees shall be paid Bi-Weekly and through direct deposit.

### **Section 8**

Only Bargaining unit employee and seasonal employees shall perform work covered by this Agreement except during relief periods, absenteeism, sickness, rush periods, slow periods and in cases of emergency.

### **Section 9**

A full time employee is one who works thirty-two (32) or more hours.

A Seasonal employee is an employee hired to work from May 1 through September 30. Season employees are not covered by the terms of this Collective Bargaining Agreement

### **Section 10**

Part-time employees working eighteen (18) of twenty-two (22) consecutive weeks of four or more days of seven and one-half (7 1/2) or more hours a day will become full-time employees.

**Section 11**

Any full time employees that worked from the period of May 1 to October 1 is to maintain (32) hours at 2 or more weeks of the month. If an employee does not maintain the minimum of 32 hours for 2 or more weeks will fall back into Part-time status until the criteria is met.

**ARTICLE 4  
MERIT INCREASES — SHCEDULES OF WAGE RATES AND  
SPECIFIC WORKING CONDITIONS**

**Section 12**

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

**Section 13**

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

**Section 14**

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

**Section 15**

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

**Section 16**

An employee receiving a higher wage rate, as of April 30, 2003, 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 the Club. New over scale wages, implemented on or after May 1, 2003, are enforceable only if authorized by the Club in writing. The employee Club will notify the Union in writing of such over scale wages within a reasonable time.

**Section 17**

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



**Section 18**

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

**Section 19**

Employees may make wage assignments to any credit union designated by the Union, for purpose such as Roth IRA accounts or other purposes as arranged with the credit union by the employee.

**ARTICLE 5  
OVERTIME PROVISIONS**

**Section 20**

Full time, Part time and seasonal employees will be time and one-half (1-1/2) for all hours worked over forty (40) hours in a work week.

**Section 21**

A full time employee and any listed Worker II employees will be paid time and one-half (1-1/2) for all hours worked on the seventh (7th) consecutive day worked within a work week, as long as the employee has worked his/her full regular schedule during that work week. Employees who volunteer to leave early and are approved to do so, due to lack of work, will not lose those hours scheduled, but not worked for purpose of determining overtime eligibility.

**Section 22**

Full time employees may be requested, but not required, to work a designated seventh (7th) day 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 employee to perform the work.

**ARTICLE 6  
SPLIT SHIFTS**

**Section 23**

Servers working a split of two (2) separate meal periods shall be paid an additional one dollar and fifty (\$1.50).

**ARTICLE 7**  
**VACATIONS — FULL-TIME EMPLOYEES**

**Section 24**

- (a) The Club will grant vacations with pay as follows: Current and new hire Employees

After 1 year —1 week  
2-10 years - 2 weeks  
10 or more years - 3 weeks

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

- (b) Vacation pay is computed on forty (40) hours at current straight time hourly rate for each week of vacation to which the employee is entitled. For tipped or fixed gratuity employees, vacation pay shall be based weekly pay plus one hundred percent (100%) of based weekly pay.
- (c) 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 (a). An employee discharged for proven dishonesty shall not be entitled to this benefit.
- (d) 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 (a) provided an employee who quits must give one week's written notice of intention to quit to be eligible for this benefit.

**Section 25**

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 the Club closes. The Club shall not unreasonably deny permission to take a vacation, provided that the Club restricts vacations during peak operational periods. Employees permitted to take vacation during operational periods shall take vacations in accordance with seniority.

## **ARTICLE 8 HOLIDAYS**

### **Section 26**

Full- time employees shall be paid straight time for the following holidays if not worked and time and half (1½) time for all hours worked:

Thanksgiving  
Independence Day  
Labor Day  
Memorial Day  
Mother's Day

### **Section 27**

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

### **Section 28**

The full time employee (hired on or after July 1, 2007) shall not be eligible for holiday pay until employed more than one hundred twenty (120) calendar days.

### **Section 29**

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

### **Section 30**

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

### **Section 31**

If a full time employee fails to work a scheduled holiday, pay for that day is forfeited, unless employee is excused by the Club.

### **Section 32**

Part time employees will be paid time and one-half (1-1/2) for working the holidays.

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

**Section 33**

The club will grant three (3) paid personal absence 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. A day paid is considered a day worked.

**Section 34**

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 days shall not be taken consecutively without the permission of the Club.

**Section 35**

If a full time employee does not use the personal absence days the club shall pay any unused days when the 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 in the work week taken.

**Section 36**

An employee who quite or is laid off and has not used or been paid personal absence days in the previous calendar year shall receive payment for one (1) personal day for every thirty-three (33) days worked for current employees. One (1) personal day for every sixty-six (66) days worked for employees hired on or after July 1, 2007.

**Section 37**

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

**ARTICLE 10  
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 for reasons of bona fide illness or disability including pregnancy. Such leaves shall not affect the employees' seniority

rights. When medical evidence is presented and additional leave is required, seniority will accrue for an additional three (3) months only.

**Section 39**

Personal leaves of absence without pay, not to exceed, two (2) months, may be granted by mutual agreement between the Club and employee. Such personal leaves shall not affect employee's seniority rights. Personal leaves may be extended but seniority shall accrue for an additional three (3) months only.

**Section 40**

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

**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 42A – 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 shall be in writing and submitted by the employee to the appropriate Club personnel within thirty (30) days advance notice, unless the employee is called for emergency active duty.
- (b) Proof of military duty will be required prior to the approval of such leave being granted.

**Section 42B – Family and Medical Leave (FMLA)**

The Club and the employees shall follow the provision of the FMLA and the regulations interpreting the FMLA.

**ARTICLE 11  
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) An employee transferred or promoted to a new job classification shall retain and accumulate seniority in the old classification as of the date of transfer. The employee shall earn seniority in the new classification from the date of transfer. For purposes of determining the employee's rights in the event of layoff, seniority in the new classification shall be calculated from the date of transfer to the date of layoff. Seniority in the old classification shall be from the date of entry into the old classification to the date of layoff. Employees transferred to a non-bargaining unit position lose all seniority rights after one (1) year.
- (d) Seniority for purpose of vacations leaves of absence and paid personal absence days shall be from the employee's last date of hire.

#### **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 control, in which case the employee shall give notice as soon as possible, but in any event within eight (8) 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 if the Club working less than the full operating year shall maintain seniority from year to year equal to the number of consecutive years employed. Provided they work at least ninety (90) days in each year unless laid off Notwithstanding the foregoing, in the event the Club closes in whole or part of remodeling, renovation, repairs or similar

purposes, seniority shall continue during the closed period, and the closed period shall not be considered as part of any layoff period for purposes of seniority expiration.

**Section 46**

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

**ARTICLE 12  
HEALTH — WELFARE — PENSION**

**Section 47 & 48 – Culinary Plan, 345**

Rate for each Full-Time or Worker II employee during their 90 calendar day probationary period:

1/1/18 \$2.73 per day worked or paid  
1/1/19 \$2.87 per day worked or paid  
1/1/20 \$2.87 per day worked or paid

Monthly rate for each Full-Time Employee starting the first day of the first full month following their 90 calendar day probationary period:

1/1/18 \$49.69 per month worked or paid  
1/1/19 \$49.69 per month worked or paid  
1/1/20 \$49.69 per month worked or paid

The Club will no longer submit Welfare contributions for employees classification as part time or seasonal employees except those employees classified as Worker 11, effective May 13, 2008.

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 49 – Health Maintenance Organizations**

- (a) In addition to the contributions set forth in section 47 & 48 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; the Club will pay the insurance carrier of record, as designated in writing by such full time employee: \$ 440.00 per month, or part thereof, worked or paid.
- (b) The club may change carriers or plans or self-insure health insurance provided that comparable benefits are maintained

### **Section 50 – Health Maintenance Organization Increases**

Effective December 1, 2018, the club will increase its contribution to a maximum of one hundred seven percent (107%) of monthly premiums in effect on December 1, 2017

Effective December 1, 2019, the club will increase its contribution to a maximum of one hundred seven percent (107%) of monthly premiums in effect on December 1, 2018

Effective December 1, 2020, the club will increase its contribution to a maximum of one hundred seven percent (107%) of monthly premiums in effect on December 1, 2019

### **Section 51 – 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 employees who are not eligible for employer-paid HMO coverage in conformity with Section 58 may enroll, if eligible, at the employee's expense, paid through payroll deduction.

### **Section 52A, 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 pretax funds rather than after-tax funds.

### **Section 53 – 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, 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 Section 58 or 59 of the Article, and the one (1) month contribution to the culinary plan as provided in Section 57 of this Article.
- (b) If a full time employee is granted a leave of absence pursuant to Section 47 of this Agreement, the Club will contribute the monthly health maintenance organization contribution for such full time employee as provided in Sections 58 or 59 of this Article, and the monthly culinary contribution as provided in Section 57 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 54 – Pension Program, Fund 545**

The daily rate for each full time bargaining unit employee:

Effective June 1, 2017\$1.92 per hour or hours worked or paid

The daily rate for each full time bargaining unit employee:

Effective June 1, 2018\$2.00. per hour or hours worked or paid

Effective June 1, 2019\$2.10 per hour or hours worked or paid

Effective June 1, 2020\$2.19 per hour or hours worked or paid

### **Section 55 – Funds and Trustees**

The parties agree that the culinary and pension contributions described in this Article shall be submitted monthly, along with a report of the Employer data required by the Fund(s), no later than the fifteenth (15th) day of the month following the month for which the contributions are to be made, The parties agree, that except for the provisions of Section 66 below, they are to be bound by the Agreement(s) and Declaration(s) of Trust of the Fund(s), as may from time to time be amended, and they do hereby irrevocably designate as their respective representatives on the Board of Trustees such Trustee named in said Agreement(s) and Declaration(s) of the Trust as Employer and Union Trustee 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 this Agreement and Declaration of Trust, or the Plan Benefits, rules or procedures established by the Trustees, shall be null and void.

### **Section 56 – Employee Data**

The contributions provided in Sections 56, 57, 58, 60, and 63 shall be paid monthly, together with a report of employee data prescribed by the Trust Funds no later than the (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 57 – National Health Insurance**

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

**ARTICLE 13**  
**GRIEVANCE PROCEDURE — NO STRIKE — NO LOCKOUT**

**Section 58**

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 employees, 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, nor 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.** **Mediation.** If a grievance is not settled after Step 3 of the Grievance Procedure, the Union must request Mediation by sending a written request to the Federal Mediation and Conciliation Service within ten (10) calendar days of the Union's receipt of the Employer's Step 3 Answer. Such request must be copied to the Employer. The parties may process more than one grievance to the same Mediation. The Employer shall provide a decision in writing to the Union for each grievance discussed, settled or adjusted at the Mediation within seven (7) calendar days, excluding Holidays, of the Mediation. 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 Section 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 4, Mediation, the grievance may be referred to arbitration by the Union. Arbitration must be initiated by delivery of a written demand for arbitration to the Club with 14 calendar days of the Club's Step 4 written response. Following the written demand, a single arbitrator, whose decision shall be final and binding, shall be selected by mutual consent or in accordance with the policies, functions and procedures of the Federal Mediation

and Conciliation Service or the Michigan Employment Relations Commission. The parties shall share the costs and fees of the arbitrator equally, and shall pay their own respective costs.

### **Section 59**

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

### **Section 60**

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 Violation of this Agreement.

### **Section 61**

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

### **Section 62**

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

## **ARTICLE 14 MANAGEMENT'S RIGHTS**

### **Section 63**

- (a) The Union recognizes the undisputed right of the Club to operate and manage its business in all respects in accordance with its commitments and responsibilities to its members and their guests and to make and alter from time to time written rules and regulations to be observed by employees, which written rules and regulations shall be inconsistent with this Agreement. The Club shall provide each employee with a copy of its rules and with alterations when made.
- (b) Drug/alcohol testing. The Club shall have the right to direct an employee to be tested for unlawful drugs and/or alcohol based upon reasonable suspicion that the employee is using or under the influence of such substances on the job or in the workplace, subject to the following conditions:

1. All test shall be non-invasive and conducted by qualified professionals under conditions that ensure the employee's health, safety, privacy and dignity.
2. All testing shall be done on paid time and, whenever possible, during employee's normal work schedule.
3. All testing shall be at the Club's expense.
4. The employee is entitled to the presence of a Union steward, during work time, on request.
5. The result shall be provided to the employee by the tester at the same time they are provided to the employer.
6. The testing process and resulting discipline shall be subject to the just cause standard and grievance procedure, as is application of this section.
7. The Club shall state the basis for its reasonable suspicion in writing, signed by two managers, in advance of directing testing, and shall supply the writing to a union steward at the time the employee is directed for testing.

## **ARTICLE 15**

### **MEALS-SHIFT DIFFERENTIAL — LOCKER ROOM**

#### **Section 64**

Healthy meals will be available on days the kitchen is in operation. All meals will be eaten in designated areas. Meals are to be eaten when employees are not busy and at such time as not to interfere with the efficient operation of the Club. 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 employee while eating, such employee shall return to the station to take care of any service that is necessary.

#### **Section 65**

Non-tip employees on the midnight shift shall be paid a shift differential of ten cents (.10) per hour. The midnight shift is that shift commencing at 11:00 p.m. and ending and 7:00 a.m.

#### **Section 66**

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.

## **ARTICLE 16 UNIFORMS**

### **Section 67**

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

### **Section 68**

The Club shall furnish and launder FOUR (4) kitchen uniforms.

## **ARTICLE 17 EMPLOYEE/UNION RIGHTS**

### **Section 69**

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

### **Section 70**

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

### **Section 71**

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

### **Section 72**

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

**Section 73**

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 74**

Duly elected delegates to Union conventions or assemblies shall be excused from work, without pay, for the propose of attending such conventions 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 exceed seven (7) calendar days and time off for International conventions shall not exceed fifteen (15) calendar days.

**Section 75**

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

**Section 76**

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

**ARTICLE 18  
SAVING PROVISION**

**Section 77**

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

**ARTICLE 19  
JURY DUTY- FULL TIME EMPLOYEES**

**Section 78**

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. 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 20  
BEREAVEMENT — FULL TIME EMPLOYEES**

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.

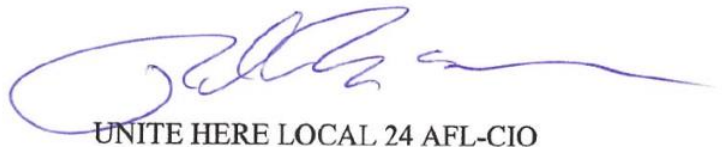
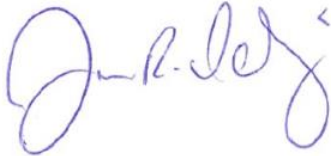
If a full-time employee's father, mother, sister, brother, son daughter, current spouse, grandparent, legal guardian, or child or parent of current spouse dies, a bereavement leave of not more than three (3) consecutive regularly scheduled work days with pay shall be granted for purposes of attending the funeral. In the event the funeral is two hundred (200) miles or more from the Club, a full-time employee attending the funeral shall be granted five (5) consecutive regularly scheduled work days with pay for purposes of attending the funeral. For tipped or fixed gratuity employees, bereavement pay shall be base daily pay plus one hundred percent (100%) of base daily pay per day of leave.

**ARTICLE 21  
TERM OF AGREEMENT**

This agreement is effective April 1, 2018 and continues through March 31, 2021 and from year to year thereafter, unless either party serves notice in writing by certified mail on the other party no more than (90) calendar days, nor less than sixty (60) calendar days prior to March 31, 2021 or subsequent anniversary.

Western Golf & Country Club

BY:



UNITE HERE LOCAL 24 AFL-CIO

BY:

**SCHEDULE A  
MINIMUM CLASSIFICATION RATES FOR EMPLOYEES**

	<b>Daily Rate and (Hourly Rate)</b>	<b>Hourly Rate</b>	<b>Hourly Rate</b>	<b>Hourly Rate</b>
	<b>4/1/17</b>	<b>4/1/18</b>	<b>4/1/19</b>	<b>4/1/20</b>
Sous Chef	\$101.32 (\$12.67)	\$13.07	\$13.47	\$13.87
Cook	\$100.82 (\$12.60)	\$13.00	\$13.40	\$13.80
Pastry Chef	\$91.57 (\$11.44)	\$12.84	\$13.24	\$13.64
Kitchen				
Steward	\$91.57 (\$11.44)	\$11.84	\$12.24	\$12.64
Pantry Person	\$90.32 (\$11.29)	\$11.69	\$12.09	\$12.49
Snack Stand	\$90.32 (\$11.29)	\$11.69	\$12.09	\$12.49
Utility Worker	\$89.32 (\$11.17)	\$11.57	\$11.97	\$12.37
	Daily Rate based on 8 hours.			

Schedule A

Kitchen Employees will receive 100% of their daily minimum rate set forth by the union proposal. In addition the rates will step up as follows:

0.40¢ Per hour in 2018

0.40¢ Per hour in 2019

0.40¢ Per hour in 2020



**SCHEDULE B  
BARTENDER EMPLOYEES**

Head Bartender — Wage or salary rates to be negotiate individual, with verification to be submitted to the Union. In other respect, this Agreement applies, except as modified by Section 20.

<b>Commission: 15% of Sales</b>	<b>Daily and (Hourly)</b>	<b>Hourly rate</b>	<b>Hourly rate</b>	<b>Hourly rate</b>
	<b>4/1/2017</b>	<b>4/1/2018</b>	<b>4/1/2019</b>	<b>4/1/2020</b>
Bartender	\$97.32 (\$12.17)	\$12.47	\$12.72	\$12.92
Bar porter	\$89.32 (\$11.17)	\$11.47	\$11.72	\$11.92
Bartender - B list	\$99.35 (\$12.42)	\$12.72	\$12.97	\$13.17
Bar porter- B list	\$89.80 (\$11.23)	\$11.53	\$11.78	\$11.98
	Daily rate based on 8 hours.			

Schedule B

Bartender Employees will receive 100% of their daily minimum rate set forth in the schedule. the rates will step up as follows:

0.30¢ Per hour in 2018

0.25¢ Per hour in 2019

0.20¢ Per hour in 2020

Bartenders will also receive 10% percent gratuity.

**SCHEDULE C  
STAFF PERSONAL**

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

	<b>Daily and (Hourly) 4/1/2017</b>	<b>Hourly 4/1/2018</b>	<b>Hourly 4/1/2019</b>	<b>Hourly 4/1/2020</b>
House Person	\$91.32 (\$11.42)	\$11.72	\$11.92	\$12.12
Locker room (Non-Tipped)	\$89.32 (\$11.17)	\$11.47	\$11.72	\$11.92
Locker Room (Tipped)	\$40.37 (\$5.05)	\$5.15	\$5.25	\$5.35
	Daily rate based on 8 hours.			

**SCHEDULE D  
WAIT STAFF AND BANQUET PERSONNEL  
FIXED GRATUITY CLUBS**

	<b>4/1/2017</b>	<b>4/1/2018</b>	<b>4/1/2019</b>	<b>4/1/2020</b>
<b>Commission: 15%</b>	<b>Daily/(Hourly)</b>	<b>Hourly rate</b>	<b>Hourly rate</b>	<b>Hourly rate.</b>
Servers full time	\$29.42/(\$3.68)	\$3.78	\$3.98	\$4.08
Servers part time	\$16.85/(\$4.21)	\$4.31	\$4.41	\$4.51
Servers —B List	\$16.85/(\$4.21)	\$4.31	\$4.41	\$4.51

Schedule D

Wait staff Employees will receive 100% of their daily minimum rate set forth by the union proposal. In addition the rates will step up as follows:

- 0.10¢ Per hour in 2018
- 0.10¢ Per hour in 2019
- 0.10¢ Per hour in 2020

Wait staff will also receive 15 % percent gratuity

**Memorandum of Understanding**

1. Un pool the house gratuity for Ala carte and functions under 40
2. Houseman to receive an agreed upon percentage from gratuity pool.

**The Club reserves the right to add, delete or amend proposals until a tentative agreement is reached.**

Above rates based on an eight (8) hour day Part time / B list based on a four (4) hour day.

A B-List employee shall be paid the hourly rate for his or her Classification.

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.

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 20.

3. Western Golf & Country Club to designate the following employees as Worker II as provided in the 2007-2009 Collective Bargaining Agreement for receiving the Culinary Plan Benefits:

**Linda Flakes**  
**Chris Nielson**

## LETTER OF UNDERSTANDING

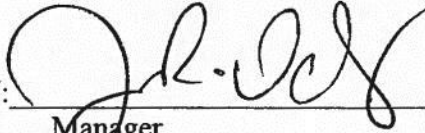
The past practice addressed in NLRB decision Case Nos. 7-CA40879, 7-CA41618 and 7-CA42461 is no longer in existence, Employees scheduling rights and right to premium pay shall, effectively upon ratification, be governed by this contract no by any former past practice.

### SECTION 20 AGREEMENTS WAITSTAFF/LIQUOR RESOLUTION

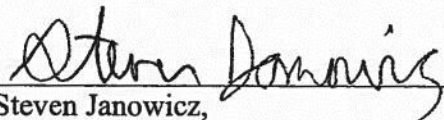
Effective May 8, 2000, on all parties, banquets, and outings of 75 or more persons with inventory bar, per person rate bar ticker or count bar; assigned bartenders and assigned wait staff will divide one equal share of 14% of total liquor sales whether served by wait staff or bartender.

EXAMPLE: If 2 bartenders and 4 wait staff are assigned, then the 6 divide the 15% 6 ways.  
Unless sooner modified in writing, this Agreement expires with the Collective Bargaining Agreement on December 31, 2012.

Western Golf & Country Club

BY:   
Manager

UNITE HERE LOCAL 24  
AFL-CIO

BY:   
Steven Janowicz,  
Business Representative

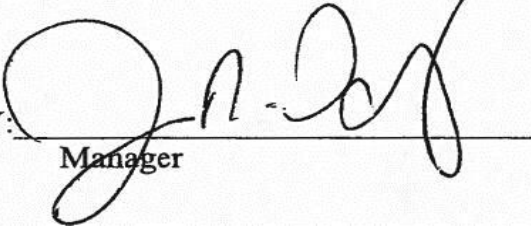
**SECTION 20 AGREEMENT  
BARTENDERS ALA CARTE GRATUITY**

Pursuant to Section 20 of the Collective Bargaining Agreement, the parties agree:

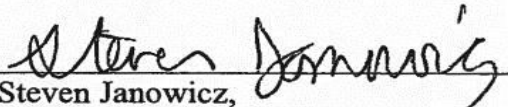
Notwithstanding Schedule B on Bartenders, Bartenders at Western, on ala carte, over the bar sales, with no server handling beverages, bartenders will receive nine (10%) gratuity on service charges imposed by Club, from and after the first date of payment to Bartenders.

Unless sooner modified in writing, this Agreement expires with the Collective Bargaining Agreement on December 31, 2012.

**Western Golf & Country Club**

BY:   
\_\_\_\_\_  
Manager

**UNITE HERE LOCAL 24  
AFL-CIO**

BY:   
\_\_\_\_\_  
Steven Janowicz,  
Business Representative

**SECTION 20 AGREEMENT  
MEN'S LOCKER ROOM ATTENDANTS**

Pursuant to Section 20 of the Collective Bargaining Agreement, the Parties agree:

The Club may change the status of men's locker room attendant from non-tipped to tipped effective September 6, 1999 or thereafter, upon notice to the employees and the Union in writing upon union ratification of the 1999-2003 collective bargaining agreement. If the Club chooses to reclassify the men's locker room attendants on a date later than September 6, 1999, the Club shall provide the locker room attendants and the union with reasonable advance written notice.

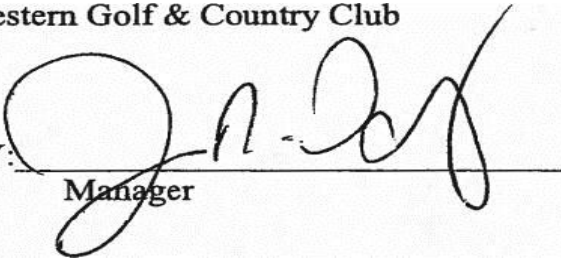
In the first operating year of reclassification, tipped men's locker room employees shall be paid a minimum daily rate of \$41.20 (or 8 times the then-current minimum hourly wage). In subsequent years, tipped men's locker room attendants shall receive the same annual increase as bus persons, provided that the minimum daily hire-in rate for new tipped men's locker room attendants may remain at eight (8) times the then current minimum hourly wage, with subsequent annual increases in the same amount as bus persons increases.

After reclassification, the Club shall institute a chit system enabling Club members and guests to specify tips for men's locker room attendants by name or classification. All tips shall be distributed to the individuals designated on the chits. If no individual is designated, the tip will be evenly split between the men's locker room employees working that day.

**Western Golf & Country Club**

BY: \_\_\_\_\_

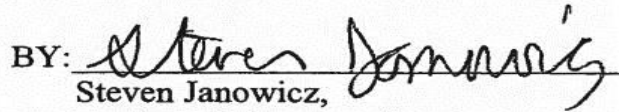
**Manager**



**UNITE HERE LOCAL 24  
AFL-CIO**

BY: \_\_\_\_\_

**Steven Janowicz,  
Business Representative**



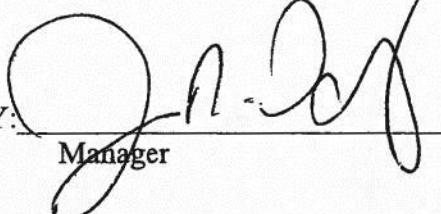
**SECTION 20 AGREEMENT  
WOMEN'S LOCKER ROOM ATTENDANT**

Pursuant to Section 20 of the Collective Bargaining Agreement, the parties agree:

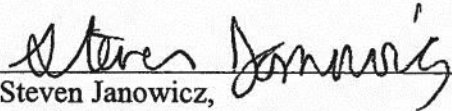
Non-tipped women's locker room attendants shall remain at their current rate for the duration of the 2003-2007 collective bargaining agreement, provided that the Club shall retain the right to increase wages and fringe benefits under Section 14.

Unless sooner modified in writing, this Agreement expires with the Collective Bargaining Agreement on June 30, 2007.

Western Golf & Country Club

BY:   
\_\_\_\_\_  
Manager

UNITE HERE LOCAL 24  
AFL-CIO

BY:   
\_\_\_\_\_  
Steven Janowicz,  
Business Representative

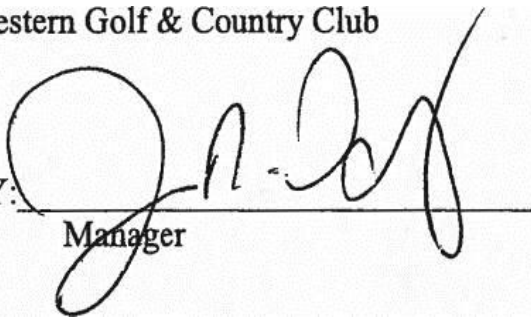


**SECTION 20 AGREEMENT  
NINETEENTH HOLE**

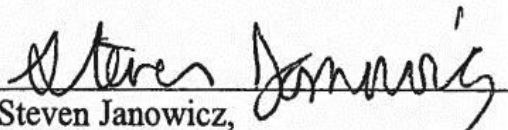
Pursuant to Section 20 of the Collective Bargaining Agreement, the parties agree:

1. That there will be separate seniority lists in the main dining room and the nineteenth hole for full time wait staff and bartenders personnel.
2. Full time wait staff and bartenders in place in each area as of May 1, 1999, will exercise seniority only in that area unless and until an opening occurs.
3. When an opening occurs in the dining room, among full time personnel, full time wait staff and bartenders may exercise club-wide job classification seniority in filling openings.
4. Unless sooner modified in writing, this Agreement expires with the collective bargaining agreement on April 20, 2007.
5. All grievances and claims of past pertaining to this particular issue are withdrawn.

Western Golf & Country Club

BY:   
\_\_\_\_\_  
Manager

UNITE HERE LOCAL 24  
AFL-CIO

BY:   
\_\_\_\_\_  
Steven Janowicz,  
Business Representative

## SECTION 20 AGREEMENT

### Server/Bartender Tip Pools and Commission Distribution

Upon majority agreement, the following is the gratuity policy for the Clubhouse and 1911 Hole at Western Golf and Country Club.

On an Ala carte basis; Servers and Bartenders alike will be on their own. Their gratuities earned will be theirs to keep. 15% (fifteen) of the "auto-gratuity" will be retained by the individual ringing that transaction as well as any "extra" gratuity left by a Member for that Server/Bartender. Furthermore, Bartenders will no longer be placed in a tip pool between departments or areas.

In regards to Events or anything that has an Event Order; the staff that has been designated to work those Events, will be the only ones on that gratuity pool. This includes any Member related functions as well as Guest functions. Good rule of thumb; if it has an Event Order attached to it, it is an Event and the Tip pooling policy will be in effect.

The rate of pay will be broken down on an hourly basis for that event. Example: Plated Dinner for 60 people that require 4 servers. 2 Servers worked a total of 5 hours each and the other Servers worked a total of 4 hours each. Say the Gratuity for said event is \$450.00, (15% of total gratuity] the breakdown would be as follows:

Total Gratuity \$450/18 total hours worked=\$25/hour

Servers A&B (who worked 5 hours each) would receive \$125 each

Servers C&D (who worked 4 hours each) would receive \$100 each

Paid hours are not to exceed 1 hour prior to or after Events start and end times (as it pertains to tip pool)

Bartenders will receive one (1) cut of the tip pool, which is 10% of the gratuity derived from alcoholic sales alone. There is no minimum to the guest count for the bar to receive a portion of the gratuity. However, regardless of the number of bartenders, only one "cut" will be made to the Bar staff.

Management will do its best to schedule fairly and distribute shifts as evenly as possible. With the understanding, that Management reserves the rights to schedule as they see best to service both our Guests and Members.

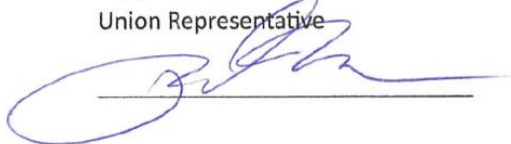
Jason Iding  
General Manager



Date

5-16-2018

Paul McAdams  
Union Representative



Date

5/16/2018