

A G R E E M E N T

between the

Local 32BJ, SEIU

and the

FEDERATION OF COUNTRY CLUBS,

For and on Behalf of its Member Clubs,

Effective August 1, 2020

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AGREEMENT made and entered into effective August 1, 2020 by and between the **LOCAL 32BJ, SEIU** (“Union”) and the **FEDERATION OF COUNTRY CLUBS** (“Federation” or “FCC”) for and on behalf of its member Clubs (“Club”) which are listed in the Appendix (collectively, the “Agreement”).

W I T N E S S E T H:

ARTICLE 1 - RECOGNITION

Section 1.1 The Club recognizes the Union as the sole bargaining agent for the purpose of collective bargaining in respect to rate of pay, wages, hours of employment and other conditions of employment for all employees in the categories set forth in Appendix B hereof, excluding all supervisory employees with authority to hire, promote, discharge, discipline or otherwise effect changes in the status of employees or effectively recommend such action.

Section 1.2 Unless otherwise specifically stated, whenever the term “employee” is used in this Agreement, the term shall refer only to an employee or employees covered by this Agreement and to no other employee or employees of the Club.

ARTICLE 2 - UNION SECURITY

Section 2.1 It shall be a condition of employment that all employees covered by this Agreement who are members of the Union on the effective date of this Agreement shall remain members and those who are not members of the Union on the effective date of this Agreement, shall on the thirty first (31st) day following the effective date of this Agreement, become and remain members in the Union. It shall also be a condition of employment that all employees covered by this Agreement and hired on or after its effective date shall on the thirty first (31st) day following the beginning of such employment become and remain members in the Union. The requirement of membership is satisfied by the payment of the Union’s initiation fee and periodic dues uniformly imposed. The Union shall certify to the Club in writing the initiation fees, assessments, and dues uniformly required.

Section 2.2 Upon receipt by the Club of a letter from the Union’s Secretary-Treasurer requesting an employee’s discharge because he or she has not met the requirements of this Article, unless the Club questions the propriety of doing so, he or she shall be discharged within 15 days of the letter if prior thereto he or she does not take proper steps to meet the requirements. If the Club questions the propriety of the discharge, the Club shall immediately submit the matter to the Arbitrator. If the Arbitrator determines that the employee has not complied with requirements of this Article, the employee shall be discharged within 10 days after written notice of the determination has been given to the Club. The Union will indemnify and hold the FCC and the Club harmless from any liability arising from any discharge asked by the Union pursuant to this Article.

Section 2.3 For purposes of this Agreement, the term “employee” shall not include Student/Intern/Apprentice Superintendent or summer help as defined in Article 16 of this Agreement.

Section 2.4 The Club shall forward in writing to the Union after completion of their probationary period, the name, residence address, social security number, job classification and date of hire of each new employee. The Union shall have the right to request the Club's payroll with respect to employees of the Club who are covered by this Agreement.

Section 2.5 The Club shall inform new employees of the existence of this Article 2 and shall make available to the employee the appropriate forms to become a member of the Union, as supplied by the Union.

ARTICLE 3 - CHECKOFF

Section 3.1 It is mutually agreed that a Club, when authorized in writing as provided by law, will withhold from wages of employees Union dues, initiation fees, agency fees, American Dream Fund or Political Action Fund contributions and assessments, provided that the employee shall have furnished the Club with a dated, effective, written deduction authorization in a form authorized by law which is not irrevocable for a period of more than (1) year or beyond the termination date of this Agreement, whichever occurs sooner.

Section 3.2 Each Club agrees to notify the Union each month of terminations and to furnish the date of hire along with the employee's address for all newly hired employees with each checkoff.

Section 3.3 Each Club will notify the Union promptly upon receipt of any revocation of any authorization submitted to it pursuant to this Article.

Section 3.4 The Employer shall maintain accurate employee information and transmit dues, initiation fees and all legal assessments deducted from employees' paychecks to the Union electronically via ACH utilizing the 32BJ self-service portal, unless the Union directs in writing that dues be remitted by means other than electronic transmittals.

Section 3.5 The parties acknowledge and agree that the term "written authorization" as provided in this Agreement includes authorizations or revocations created and maintained by use of electronic records and electronic signatures consistent with state and federal law. The Union, therefore, may use electronic records to verify Union membership, authorization for voluntary deduction of Union dues and fees, as well as voluntary contributions to the Union's American Dream Fund, from wages or payments for remittance to the Union, and authorization for voluntary deductions from wages or payments for remittance to the American Dream Fund. The Clubs shall accept such electronic records from the Union as valid written authorizations for, or revocations of, deduction and remittance.

The Union shall provide any necessary training opportunity to a Club that requests training to facilitate acceptance of electronic records as valid written authorizations or revocations for deduction and remittance.

Those Clubs who are not currently accepting electronic records as valid written authorizations or revocations shall commence acceptance no later than nine (9) months from the date a Club becomes signatory to this Agreement (the "Transition Period"),

provided that any reasonably requested training has been provided by the Union. It is understood that the transition to electronic records and electronic signatures may cause some delays. During the Transition Period, Clubs who deduct appropriately, but whose transmissions are delayed, shall not be subject to interest or penalties owing to such delays.

The Union agrees to indemnify and save such Club and the FCC harmless from any liability incurred by reason of such deductions.

ARTICLE 4 - DISCIPLINE AND DISCRIMINATION

Section 4.1 No employee who has completed his/her probationary period shall be discharged, laid-off, suspended, dispossessed or evicted without just cause.

Section 4.2 The Club shall notify the Union in writing immediately upon such discharge, layoff, suspension, eviction or any other manner of termination of employment by action of the Club, setting forth the reason therefor.

Section 4.3 In the event of a claim being made by the Union that an employee has been unjustly discharged, laid-off, suspended or evicted, such claim shall be filed in writing, by the Union with the Club, within fifteen (15) working days following such discharge, layoff, suspension or eviction. If the Union fails to file such claim within fifteen (15) working days the Union will waive the right to file a grievance concerning such discharge, layoff, suspension or eviction via the Grievance and Arbitration procedure contained in Article 26 of this Agreement.

Section 4.4 No employee shall be discriminated against or deprived of employment because of race, color, creed, sex, sexual orientation, national origin, ancestry, age, disability, any characteristic protected by law, or because of lawful activities for the Union.

ARTICLE 5 - WORKWEEK AND OVERTIME

Section 5.1 The normal workweek for all full-time employees shall be scheduled over five (5) consecutive days of eight (8) consecutive hours each day plus one (1) additional nonpaid hour for an eating period, as close to the middle of the working day as shall be practicable. Without limiting the Club's authority and rights under Article 31 hereof, the Club may alter the schedule when work is not available because of weather, Act of God or other cause beyond the control of the Club.

Section 5.2 For outside employees who had at least three (3) years seniority as of February 1, 1984, the workweek shall be forty (40) hours, to begin on Monday and end on Friday.

1. All work performed by such employees on Saturday shall be paid at the rate of time-and-one-half (1-1/2) times the regular rate of pay, with a guaranty that any Grounds Foreperson, Groundskeeper or Mechanic called to work on Saturday shall be guaranteed at least three (3) hours of work.

2. All work performed by such employees on Sunday shall be at two (2) times the regular hourly rate of pay, with a guaranty that any Grounds Foreperson, Groundskeeper or Mechanic called to work on Sunday shall be guaranteed at least three (3) hours of work.

Section 5.3 For all employees not covered by Section 5.2, all hours worked on the sixth (6th) day in a regular workweek shall be paid at the rate of one-and-one-half (1-1/2) times the regular rate of pay. All hours worked on the seventh (7th) day in a regular workweek shall be paid at two (2) times the regular rate of pay.

Section 5.4 Hours worked in excess of eight (8) hours in any one day or hours worked in excess of forty (40) hours in a regular workweek shall be paid for at the rate of time-and-one-half the regular rate of pay.

Section 5.5 Working hours of employees shall not be changed for the purpose of avoiding the payment of overtime rates. All hours of a holiday for which an employee does not work but is paid shall count as time worked for calculating overtime.

ARTICLE 6 - LAYOFFS

Section 6.1 In the event of a layoff or recall, the principal of seniority on a classification basis shall be followed in determining who shall be laid off or recalled. The ability of the employee to perform a given task within the classification may be considered by a Club for the purpose of varying the classification seniority rule. Each Club agrees that it will not unreasonably vary such rule.

Section 6.2 The Club shall provide the Union with two weeks' notice of any reduction in the workforce through layoff.

ARTICLE 7 - VACATIONS

Section 7.1 All full-time employees shall receive vacation with pay, at a time to be scheduled in accordance with Section 7.2, as follows:

1. All employees employed for one (1) year shall receive one (1) week vacation with pay.
2. All employees employed for two (2) years shall receive two (2) weeks vacation with pay.
3. All employees employed for five (5) years shall receive three (3) weeks vacation with pay.
4. All employees employed for fourteen (14) years shall receive four (4) weeks vacation with pay.

5. For the purposes of subsections (1)-(4) above only, years of service shall be measured by the seniority of the employee commencing with the most recent date of hire.

Section 7.2 Each Club shall designate a period of at least six (6) months within which employees shall be entitled to schedule vacations. A Club shall make every effort to honor employees' requests. However, a Club reserves the right to limit vacations to one (1) employee per week in each job classification. In the event that more than one (1) employee requests vacation in the same week, seniority shall control.

Section 7.3 Employees who have been on the payroll more than nine months but less than one year who are laid off at the end of a season shall be paid pro rata vacation pay (number of months worked divided by twelve multiplied by one week's pay) if and when they are recalled from layoff the following season. Employees who have been on the payroll for at least one year and who are laid off between seasons shall receive pro rata vacation pay at the time of layoff. Notwithstanding the foregoing, vacation shall not be prorated for any employee with 5 years or more continuous service at the Club.

ARTICLE 8 - HOLIDAYS

Section 8.1 Employees shall receive the following recognized holidays with pay: New Year's Day, Martin Luther King Jr.'s Birthday, Presidents' Day, Good Friday, Memorial Day, Fourth of July, Labor Day, Columbus Day, Election Day, Veteran's Day, Thanksgiving Day, Christmas Day and the employee's birthday. Employees are eligible for holidays immediately after completion of their probationary period.

Section 8.2 An employee must work both the scheduled day before and scheduled day after a recognized holiday, in order to be entitled to pay for the holiday unless the employee is sick and presents satisfactory medical proof of illness pursuant to Section 9.3 of this Agreement.

Section 8.3 An employee who is required to work on a recognized holiday will receive an additional day's pay. If a Club paid at the rate of time and one-half the regular hourly rate for hour's worked on holidays in 2011, it shall continue to do so. In the event that any of the recognized holidays fall on an employee's day off or during an employee's vacation, the employee shall receive an additional day's pay. Each Club guarantees payment for the recognized holidays, subject to the provisions of Section 8.2 of this Agreement.

Section 8.4 Employees who work for at least eight (8) months of the calendar year shall be entitled to a birthday holiday. If the birthday holiday is not taken prior to layoff between seasons, it shall be paid at the time the employee returns from layoff.

ARTICLE 9 - SICK LEAVE

Section 9.1 Employees who have completed twelve (12) months of work at the Club (excluding any layoff period) shall be allowed six (6) days sick leave which may be taken on or before the next occurring December 31, and thereafter, will be allowed six (6) days sick leave each succeeding calendar year.

Section 9.2 A Club may in its sole discretion require any employee to present satisfactory proof of illness as a condition of payment for such leave.

Section 9.3 Employees who are laid off between seasons by a Club shall receive payment for their accrued but unpaid sick leave at the time they are laid off. Employees who are not laid off after the season shall receive payment for their accrued but unused sick leave on or before December 15 of the year in which the paid sick leave accrued.

Section 9.4 Whenever an employee receives sick leave pay under this Article 9, a Club shall be reimbursed, as provided by law, out of any disability benefits to which said employee is entitled.

ARTICLE 10 - PERSONAL LEAVE

Section 10.1 Employees who have completed twelve months of work at the Club (excluding any layoff period) shall be allowed two (2) days of personal leave per year. Employees requesting personal leave must provide the Club with a minimum of three (3) days advance notice before taking such leave. Such requests will be granted at the sole discretion of the Club but may not be unreasonably denied.

Section 10.2 Employees who are laid off between seasons by a Club shall receive payment for their accrued but unpaid personal leave at the time they are laid off. Employees who are not laid off after the season shall receive payment for their accrued but unused personal leave on or before December 15 of the year in which the paid personal leave accrued.

ARTICLE 11 - BEREAVEMENT PAY

Section 11.1 A Club shall grant a paid leave of absence at the regular employee's straight time hourly rate, to a regular employee, due to death in his or her immediate family for a period of up to three (3) days if the funeral is to be held in New York, New Jersey, Pennsylvania or Connecticut, four (4) days if the funeral is to be held in any other state, territory, commonwealth or district of the United States or five (5) days if the funeral is held outside of the United States. Payment shall only be made for those days that fall upon a regularly scheduled workday. The employee must provide proof of travel as well as proof of death in order to receive this paid leave of absence. For the purpose of this Agreement, death in the immediate family shall be deemed to mean death of a father, mother, husband or wife, brother or sister, or child of the employee.

ARTICLE 12 - SEVERANCE PAY

Section 12.1 An employee with a minimum of twenty (20) consecutive years of service with the same Club who is terminated by the Club for any reason other than for just cause, shall receive accrued, unused, vacation and six (6) weeks severance pay. This provision will not apply to employees who resign from their employment.

ARTICLE 13 - INSURANCE AND WELFARE

Section 13.1 Each Club hereby agrees to make payments to the Building Service 32BJ Health Fund ("Fund") to cover employees covered by this Agreement as provided in Sec.

13.3, pursuant to the Fund's rules and regulations as set forth in its current collection policy, as it may be amended from time to time, with such health benefits as may be determined by the Trustees of the Fund.

Section 13.2 Such payments shall be paid monthly on or before the twentieth (20th) day of each month. With respect to all covered full-time employees, the amount of required contributions shall be as follows:

1. Effective February 1, 2020 and until December 31, 2020, the amount of each Club's payment shall be at the rate of one thousand one hundred seventy-two dollars (\$1,172.00) per month to the South Fund for each covered month of employment.
2. Effective January 1 2021 and until December 31, 2021, the amount of each Club's payment shall be at the rate of one thousand two hundred fourteen dollars (\$1,214.00) per month to the South Fund for each covered month of employment.
3. Effective January 1, 2022 and until December 31, 2022, the amount of each Club's payment shall be at the rate of one thousand two hundred fifty-eight dollars (\$1,258.00) per month to the South Fund for each covered month of employment.
4. Effective January 1, 2023 and until January 31, 2024, the amount of each Club's payment shall be at the rate of one thousand three hundred seventeen dollars (\$1,317.00) per month to the South Fund for each covered month of employment.

The Clubs' contribution rates to the Fund, as set forth in this Agreement, shall not increase over the life of the Agreement.

Section 13.3 Each Club shall pay the amounts specified in Section 13.2 for its full-time employees as follows:

1. For newly hired employees contributions shall commence on the 91st calendar day of employment. However, in the event the federal law mandating healthcare coverage after ninety (90) days of employment is modified (judicially or otherwise), the waiting period under this Agreement shall be the shorter of such modified period or seventeen weeks.
2. For each full-time employee who has been on the payroll for at least five (5) consecutive years as a full-time employee at the time of a seasonal layoff, the Club will continue to make contributions on that employee's behalf during the seasonal layoff if the employee was employed at least thirty-five (35) weeks during the season. For the 2020 season only, the required service time which triggers the Club's obligation to continue contributions shall be thirty (30) weeks. If, however, the employee was hired on or before February 1,

1984, the Club shall make such contributions if the employee has been employed at least twenty-six (26) weeks during the season.

3. For each full time employee who was on the Club's payroll on January 31, 2016 for less than five (5) consecutive years as a full time employee and was on the payroll of the Club for thirty-five (35) weeks or more in the year prior to the seasonal layoff the employee shall be responsible for continuing the contributions to the Welfare Fund pursuant to COBRA. The Club, however, will reimburse the employee the amount of the employee's paid COBRA payments to the Fund, when and if they report to work when recalled by the Club for the next season. For the 2020 season only, the required service time which triggers the Club's reimbursement obligation shall be thirty (30) weeks. No Club shall be required to reimburse any employee hired after January 31, 2016.
4. No contributions shall be required for Summer Help or Student/Intern/Apprentice Superintendents.

Section 13.4 It is understood that the Funds will be held and managed under the terms and provisions of an Agreement and Declaration of Trust now existing. It is further understood and agreed that the Club shall be under no obligation as to the application of the monies paid to the Welfare Fund for the purposes and uses above mentioned.

Section 13.5 Each Club agrees to make available to the Fund, such records of employees hired, classification of employees, name, social security numbers and accounts of wages paid as the Welfare Fund may require in connection with the sound and efficient operation of the Welfare Fund, or that may be required by insurance companies or groups covering the employees, or that are reasonably required by the Fund's auditors in connection with payroll audits.

Section 13.6 For the duration of this Agreement, each Club shall pay the full cost of providing coverage for its employees under the New York or Connecticut Disability Benefits Law whichever is applicable.

Section 13.7 Each Club shall have the right, in its sole discretion, to offer its own health insurance plan to any of its employees. If the Club provides a health insurance plan for an employee equal to or better than the Welfare Fund, the Club shall not be required to make any contributions to the Welfare Fund on behalf of such employee. If the employee elects in writing to be covered by the Welfare Fund, the Club shall recommence contributions and may terminate coverage under the Club's plan.

Section 13.8 Each Club must notify the Fund in writing if an employee is laid off, discharged or resigns. The notification must be sent via certified mail or Federal Express within

7 days of the layoff, discharge or resignation. The Welfare Fund shall send confirmation of receipt of the Club's notice by certified mail within 7 calendar days of receipt.

ARTICLE 14 - PENSION PLAN

Section 14.1 The Club hereby agrees that for the duration of this Agreement, it shall pay monthly on or before the twentieth (20th) day of each month to the Service Employees 32BJ North Pension Fund ("Pension Fund") the amount set forth below, pursuant to the Pension Fund's rules and regulations as set forth in its current collection policy, as it may be amended from time to time, to be used by the Pension Fund to be applied solely to the payment of benefits, or the administration of the Pension Fund, Plan and System.

1. Effective April 1, 2020 and until March 31, 2021, the amount of each Club's payment shall be at the rate of three hundred ninety-one dollars (391.00) per month for each covered month of employment, as set forth in Section 14.2
2. Effective April 1, 2021 and until March 31, 2022, the amount of each Club's payment shall be at the rate of four hundred eighteen dollars and thirty-seven cents (\$418.37) per month for each covered month of employment, as set forth in Section 14.2
3. Effective April 1, 2022 and until January 31, 2024, the amount of each Club's payment shall be at the rate of four hundred forty-seven dollars and sixty-six cents (\$447.66) per month for each covered month of employment, as set forth in Section 14.2.

The Clubs' contribution rates to the Pension Fund, as set forth in this Agreement, shall not increase over the life of the Agreement.

Section 14.2 The Club shall pay to the Pension Fund the amounts specified in Section 14.1 for any employee as follows:

1. For each employee newly included in the bargaining unit contributions shall begin after twenty-one (21) weeks of employment. Contributions shall begin on the 148th day following the date of inclusion in the bargaining unit and are prorated for the first month. If an employee does not work 1000 hours for the Club since their most recent date of hire (including bargaining unit and contiguous work for the Club), contributions will begin in the first calendar year in which the employee works 1000 hours in the bargaining unit or contiguously for the Club. If the newly included employee in the bargaining unit does not reach 1000 hours during their first year of employment, the Fund will credit the employer with the amount of contributions made on the newly included employee's behalf.

2. Once contributions begin on an employee's behalf, for each employee employed less than thirty-five (35) weeks per calendar year, the payment shall be made for each month of employment in the bargaining unit including the final month if terminated

3. For each employee on the payroll of the Club on February 1, 1984 and employed twenty-six (26) weeks or more per year, the amount specified shall be paid for each month of said calendar year including the final month if terminated.. For each employee hired after February 1, 1984 and employed thirty-five (35) weeks or more per year, the amount specified shall be paid for each month of said calendar year including the final month if terminated.

Section 14.3 No contributions shall be required for Student/Intern/Apprentice Superintendent or Summer Help.

Section 14.4 In the event that any employee fails to return at the beginning of the season, a Club may discontinue payments to the Pension Fund for such employee and shall be credited for all payments made during the non-working period of such non-returning employee.

ARTICLE 15 - SUMMER HELP

Section 15.1 Summer Help shall be defined as those employees hired for a period between April 1 and October 31 and are not covered by this Agreement, except for Article 15.2. Beginning in 2020, each Club may designate a seven (7) month Summer Help period each year, and notify the Union of the designated 7 month period in writing by March 1st of that year. Each Club may designate a separate summer help period for inside help and outside help. If a Club does not designate a Summer Help period, the Summer Help period will be April 1 through October 31 of that year. No Club shall employ a Summer Help employee when there are regular full-time employees on layoff qualified to perform the work, except where employees voluntarily selected layoff early or extended his or her layoff status.

Section 15.2 Once a Summer Help employee has been employed for at least 140 weeks in consecutive years the employee shall be afforded preference for any permanent position within the employee's department which may become available provided he or she is qualified for the position.

ARTICLE 16 - CHANGE IN CLASSIFICATION

Section 16.1 Any employee who is assigned to another classification for which there is a higher wage than for his/her own classification, shall receive the higher wage for the new

classification after the employee remains in the new classification for at least one (1) full workweek.

ARTICLE 17 - STORAGE

Section 17.1 Each Club shall provide a safe place for employees to store their belongings.

ARTICLE 18 - CONSCRIPTION

Section 18.1 The parties agree to abide by the provisions of the Uniformed Services Employment and Reemployment Act of 1994.

ARTICLE 19 - CALL IN PAY

Section 19.1 Employees who are requested or permitted to report for work on any day during their scheduled workweek will receive at least eight (8) hours work or be paid therefor, provided that the employee remains available for such work. Without limiting the Club's authority and rights under Article 30 hereof, the Club may alter the scheduled work week when work is not available because of weather, Act of God or other cause beyond the control of the Club.

ARTICLE 20 - WAGES

Section 20.1 For the duration of this Agreement, all employees shall be paid at least twenty-five (\$.25) cents above the applicable minimum wage:

Section 20.2 All present employees shall receive the following percentage wage increases, or the applicable hourly rate set forth in Section 20.1, whichever is greater, but not both:

Effective September 1, 2020: two and one-half percent (2.5%)

Effective September 1, 2021: two and one-half percent (2.5%)

Effective September 1, 2022: two and one-half percent (2.5%)

Effective September 1, 2023: two and one-half percent (2.5%)

ARTICLE 21 - UNIFORMS

Section 21.1 Each Club agrees that whenever it requires employees to wear special uniforms, such uniforms shall be supplied and laundered or cleaned at the expense of the Club.

Section 21.2 The club agrees to provide outside employees with one set of rain gear including a jacket, pants and rain boots for work in inclement weather at no cost to the employee.

ARTICLE 22 - MEALS

Section 22.1 All employees covered by this Agreement to whom the Club has heretofore furnished meals shall continue to receive such meals during the term of this Agreement.

ARTICLE 23 - SHOP STEWARD

Section 23.1 The Union may appoint one of said employees as Shop Steward for the INSIDE help and another employee as Shop Steward for the OUTSIDE help.

ARTICLE 24 - UNION VISITATION

Section 24.1 Official representatives of the Union shall be permitted to visit the premises at any reasonable time during the day or night when employees are working in and about the same, provided that such visits do not interfere with the work of the employees, the operations of a Club or the privileges of the members or their guests. Union visits to a Club's premises require the Union to provide 24 hours' notice to the Club Manager before Union visitation.

ARTICLE 25 - PROBATIONARY EMPLOYEES

Section 25.1 For all purposes of this Agreement, the term "probationary employee" shall apply to, include and be limited to any employee who is hired as a regular employee but who has not completed ninety (90) working days at the Club measured from the employee's most recent date of hire.

Section 25.2 Probationary employees may be discharged at the sole discretion of the Club with no recourse to the grievance or arbitration provisions or any other provisions of this Agreement.

ARTICLE 26 - GRIEVANCE AND ARBITRATION

Section 26.1 In the event of any dispute, difference or controversy between the Club and the Union under a provision of this Agreement, the following procedure shall be followed:

(a) With the exception of the disputes and/or controversies described in Section 4.3 of this Agreement, the party raising a claim in reference any other dispute, difference or controversy shall notify the other party, in writing, within twenty one (21) days of the claim, dispute, difference or controversy.

(b) If an employee raises such a claim, the employee, or his/her Shop Chair, or both, shall meet with the employee's immediate supervisor in an attempt to resolve the difference. Such meeting shall take place within five (5) days of the receipt of notice of the claim.

(c) If the difference is not resolved pursuant to paragraph (b), a Union representative shall meet with the Club manager within five (5) days after the preceding meeting.

(d) If the Union representative and Club manager are unable to resolve the problem, within five (5) days after their meeting in paragraph (c), a designated Union representative shall meet with a designated representative of the Federation.

(e) Where either party fails to comply with the aforementioned time requirements for notice and meetings, the grievance will be deemed resolved and it shall not be subject to arbitration.

(f) If a satisfactory adjustment cannot be reached, the matter shall be submitted to arbitration by John Sands or Ronald Betso. The decision and/or award of the arbitrator shall be final and binding.

Section 26.2 If a controversy relating to discharge or eviction or both cannot be satisfactorily adjusted between the Union and a Club, the same shall be promptly referred to arbitration in the manner hereinabove provided for excluding only the meeting required in Section 26.1, paragraph (b) above, and in the event that such arbitration shall result in a decision that such employee was unjustly discharged, laid-off or suspended and/or evicted and directing his/her reinstatement, such reinstatement shall be with back pay, and the award shall include the value of his/her room and meals at the Club in the event that the employee had previously received such privileges in connection with his/her employment.

ARTICLE 27 - INDIVIDUAL AGREEMENTS

Section 27.1 A Club shall not enter into any agreement with any of its employees without the consent of the Union. This Agreement shall supersede any and all prior agreements made between a Club and any of its employees.

ARTICLE 28 - MOST FAVORED NATION

1. The Union agrees that if it enters into any agreement with any golf or country club within Westchester County and Fairfield County, and the New York-New Jersey-Connecticut Tri-State area, whereby such golf or country club shall receive any benefit or aid not accorded to the Federation, the terms of such agreement which are more favorable to the Federation than those provided in this Agreement shall be deemed to be automatically incorporated into this Agreement, and this Agreement shall be deemed automatically to conform to those more favorable terms. The Most Favored Nation requirement of the Agreement shall not be applicable to the pension fund contribution rates included in any agreement between the Union and the Pine Hollow Country Club in East Norwich, New York, or to the terms of the first collective bargaining agreement between the Union and any newly organized clubs within the Tri-State area.

ARTICLE 29 - NO STRIKE, NO LOCKOUT

Section 29.1 During the term of this Agreement or any extension thereof, neither the Union, its officers, agents, members or any employee will authorize, instigate, aid, condone, participate in or engage in any form or type of strike, sympathy strike, work stoppage, slowdown, boycott, picket line, unfair listing, refusal to cross any picket line or any other interruption, refusal, cessation or interference with a Club's work or any impeding of the work or activities of a Club or the Federation, regardless of whether there is a claim by the Union of breach of this Agreement

or of state or federal law by a Club or the Federation. Any employee or group of employees who engage in any of the activities listed above, or who in any way violate the provisions of this Section may be discharged or otherwise disciplined.

Section 29.2 During the term of this Agreement, a Club will not lock-out the employees.

Section 29.3 It is further acknowledged that it is the intent of the parties that any violation of the terms and provisions of this Section by the Union, an employee, a group of employees, a Club or the Federation is subject to the jurisdiction of the courts and that either party may seek to enforce the terms of this Article by injunctive proceedings in the courts.

ARTICLE 30 - MANAGEMENT RIGHTS

Section 30.1 Except to the extent expressly abridged by an express and specific provision of this Agreement, each Club reserves and retains all of its common law or other rights to manage the business as such rights existed prior to the execution of this or any other previous agreement with the Union or any other union. The rights of management which are not abridged by this Agreement, shall include, but are not limited to: a Club's right to determine the prices and terms of providing services, quality and type of meals, methods of operation, to drop or to add a particular service or operation; the right to determine and from time to time to redetermine the number, location, relocation and types of services or operations, and the methods, processes, materials, operations and services to be employed or furnished, to discontinue, lease or relocate services or operations in whole or in part, or to discontinue performance of services or operations by employees of a Club, to determine the number of hours per day or per week services or operations shall be carried on, to select and to determine the number of employees required, to determine the classification of and number of employees in each classification (if any), to assign work to such employees in accordance with the requirements determined by management, to establish and change work schedules, or to layoff, terminate or otherwise relieve employees from duty, to make and enforce rules for the maintenance of discipline and safety, and to suspend, discharge, or otherwise discipline employees for any infraction of any rule of the Club or for any other just cause. The listing of specific rights in this Agreement is not intended to nor shall it restrict or waive any of the rights of management not listed herein, whether or not such rights have been exercised by a Club in the past.

ARTICLE 31 - GENERAL CONSTRUCTION

Section 31.1 This Agreement constitutes the entire agreement between the parties and supersedes and replaces in all respects all prior agreements, undertakings and practices between the parties that are hereby terminated by mutual agreement. All obligations, responsibilities, or claims of either party to or against the other, or on the part of the employees arising out of or in any way connected with said prior agreements have been satisfied and discharged in full, and in consideration of the terms and conditions contained in this Agreement, the Union will not, on behalf of itself or the employees it represents, hereafter assert, seek to process or make any claims, demands or grievances arising out of or in any way connected with said prior agreements.

Section 31.2 This Agreement is subject to amendment, alteration, or addition only by a subsequent written agreement between and executed by the Federation and the Union.

Section 31.3 Notwithstanding the foregoing, it is understood that no present employee shall receive a lower rate of pay than said employee is receiving on the effective date of this Agreement.

ARTICLE 32 - SALE OR TRANSFER

Section 32.1 In the event a Club sells or transfers title to any of its premises so owned, maintained, managed and/or operated as aforesaid, to any individual, partnership and/or corporation, in which it or its members are directly or indirectly associated, which individual, partnership and/or corporation intends to conduct or is actually engaged in conducting a similar or comparable enterprise, the Club shall not be relieved of any responsibility under the terms and conditions of this Agreement until the expiration hereof.

Section 32.2 The same prohibition and/or conditions shall apply in the event of a merger or consolidation with any other Club or enterprise engaged in or conducting similar or comparable activities.

Section 32.3 A Club shall notify any purchaser of all terms, conditions, provisions and covenants of this Agreement and in the event of failure to do so, shall be obligated to the Union and the employees for any damage or loss sustained by reason of the failure to do so.

Section 32.4 If the new owner was so notified, and the purchaser assumes this Agreement, upon the date of transfer the seller shall be relieved of all responsibility under this Agreement except as to accumulated benefits up to the date of such sale or transfer.

ARTICLE 33 - SENIORITY

Section 33.1 Each Club recognizes and will practice the principle of seniority by classification which is the relative status of employees based on their length of service with the Club from date of hire.

Section 33.2 Seniority shall govern with respect to layoffs, (as set forth in Article 6) recall from layoff and scheduling of vacations. A Club may also take into account the ability of the employee to perform the work required. Where ability is equivalent seniority shall govern.

Section 33.3 An employee shall lose seniority if the employee:

1. quits;
2. is discharged for cause;
3. has been notified to report after a layoff and fails to report to work in five (5) days or give a satisfactory explanation for failure to report;

4. a period of thirty-one (31) weeks has elapsed since layoff and the employee is not recalled.

Section 33.4 (a) If overtime work is required at the end of an eight-hour shift, the overtime will first be offered to the most senior employee who is qualified to do the work and has experience doing the work involved, on a rotation basis or such other system as is in effect at the Club as at the effective date of this Agreement. Under a rotation system, employees who do not accept an offer of overtime shall be placed at the bottom of the seniority list for purposes of being offered overtime.

(b) In the event that an employee with seniority was not offered available overtime on the grounds that he was not qualified and it is later determined that he was qualified to do the overtime work offered, then his exclusive remedy shall be to be offered the next available overtime of the same type or other type for which he is also qualified.

Section 33.5 An employee who is unable to perform his/her job because of his/her own serious health condition shall retain seniority for up to 12 weeks. The Club shall continue to make contributions to the Welfare Fund on behalf of such employee while on leave for his/her serious health condition up to a maximum of 16 weeks in a 12 month period provided the employee has worked 1250 hours in the last twelve (12) months before the leave and the Club was making contributions to the Welfare Fund on the employee's behalf immediately before taking his leave of absence. For the purpose of this Section 33.5 only, the definition of "serious health condition" shall be the same definition provided by the federal Family and Medical Leave Act.

ARTICLE 34 - JURY DUTY

Section 34.1 Any full-time Employee who is called to Jury Duty during December, January and February and who is then currently working and on a Club's payroll at that time shall receive the difference between their regular wages and their Jury Duty pay for the days they are required to serve Jury Duty for a period not to exceed two (2) weeks, and shall not be required to work on said days.

ARTICLE 35 - ELECTRONIC EQUIPMENT

Section 35.1 Employees shall refrain from using cellphones or other electronic equipment while they are working at the club or in areas of the club to which members or guests have access except that cellphones may be used in cases of emergency.

ARTICLE 36 - SUCCESSORS AND ASSIGNS

Section 36.1 This Agreement shall be binding upon each and all of the agents, representatives, successors and assigns of the parties hereto.

ARTICLE 37 - FINANCIAL RELIEF

- **Section 37.1:** A Club may request that the Agreement be reopened due to financial hardship by providing the Union with written notice of financial hardship ("Financial Hardship Notice") to the Union.

- **Section 37.2:** Upon receipt of a Financial Hardship Notice from a Club, the Union shall have the right to request that a Club verify that the club is suffering from a financial hardship. The Union must request verification within five (5) days of receipt of the Financial Hardship Notice.
- **Section 37.3** In the event that the Union does not request verification within five (5) days of receipt of a Financial Hardship Notice, or agrees that the club is facing a financial hardship, the parties shall promptly engage in collective bargaining negotiations to alleviate the financial hardship. Payments to the funds are not subject to this reopener.
- **Section 37.4** In the event that a member Club of the Federation, or a non-member club covered by the MFN clause, and the Union agree to renegotiated terms of this Agreement due to financial hardship, no other member Clubs of the Federation may invoke the Most Favored Nation clause of Article 28 of the Agreement based on the renegotiated terms of the Agreement.

ARTICLE 38 - TERMINATION

Section 38.1 This Agreement shall go into effect as of the 1st day of August, 2020 and shall continue in effect up to and including January 31, 2024.

Section 38.2

In the event neither party gives notice to the other sixty (60) days prior to the termination date of this Agreement of its desire to modify the provisions hereof, this Agreement shall be continued in full force and effect for a period of one (1) year from said termination date.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year first above written.

FEDERATION OF COUNTRY CLUBS

LOCAL 32BJ, SEIU

By: 

By: 

10/20/20

10/19/2020

APPENDIX A

FEDERATION OF COUNTRY CLUBS MEMBERS

The Apawamis Club
Ardsley Country Club
Bonnie Briar Country Club
Brae Burn Country Club, Inc.
Century Country Club
Fairview Country Club
Fenway Golf Club, Inc.
Larchmont Shore Club
The Larchmont Yacht Club
Leewood Golf Club, Inc.
Old Oaks Country Club, Inc.
Pelham Country Club
Quaker Ridge Golf Club, Inc.
Scarsdale Golf Club, Inc.
Siwanoy Country Club
The Saint Andrews Golf Club
Sunningdale Country Club
Tamarack Country Club
Whippoorwill Club
Willow Ridge Country Club, Inc.
Winged Foot Golf Club

APPENDIX B

The categories of employees covered by this Agreement are limited to the following:

Cleaner/Utility
Security
Head Locker Room Attendant
Assistant Locker Room Attendant
Pool Attendant
Car and Golf Attendant

Outside Help

Mechanic
Ranger
Golf Cart Mechanic
Groundskeeper