

*THIS AGREEMENT* made and entered into this 1st day of August 1, 2003 by and between Local 202, an affiliate of the International Brotherhood of Teamsters, its successors and/or assigns (herein called the "Union"), having its offices at New York City Terminal Market-Room 12-A Hunts Point & East Bay Ave. Bronx, New York 10474 and Old Port Hotel LLC d/b/a Holiday Inn, located at 160 Holiday Plaza, Newark, New Jersey 07114, (Herein called the "Employer")

**WITNESSETH**

**SECTION I. RECOGNITION**

The Employer recognizes the Union as the sole and exclusive bargaining representative, in respect to rate of pay, hours and other conditions of employment of all present and future employees who are employed, excluding management employees (including: assistant innkeeper, executive housekeeper, head bookkeeper, front desk manager), secretary to innkeeper, supervisors, guards and office clerical employees, at the Employer's facility listed above or any other facility which the Employer may locate its operations.

**SECTION II. SCHEDULE "A"**

Attached hereto and made a part hereof is "SCHEDULE A", a schedule of hours, wages, classifications, holidays, vacations and other sundry conditions of employment.

**SECTION III. UNION SHOP**

A. All employees covered by this Agreement and employed for a period of one-hundred and twenty (120) calendar days from the effective date of this Agreement, or from the date of employment, whichever is later, shall join the Union, and thereafter remain members of the Union as a term and condition of employment. In the fifth month, the employer shall commence to make timely contributions into the pension and welfare funds on behalf of said post-probationary employee on a monthly basis. After 30 days of employment, employees shall join the union in accordance with the union security provision.

B. The employer may discharge, during the one-hundred and twenty (120) calendar days of an employee's employment any new employee without recourse.

C. The Employer shall discharge any employee covered by this Agreement upon receipt of written notice from the Union that said employee is not a member in good standing of the Union, (nonpayment of dues and/or initiation fee)

#### SECTION IV: DISCHARGE

A. The Employer shall have no right to summarily discharge except for: insubordination, dishonesty, theft, drunkenness, or assault or conviction of a crime of moral turpitude, chronic lateness, chronic absenteeism, inability to perform work for which hired, and material misrepresentation on employment application: Immediately upon discharge, the Employer shall notify the Union, in writing, by registered mail of the alleged reasons for the discharge. Should the Union dispute the discharge in the event that the matter cannot be adjusted between the parties within forty-eight (48) hours, it shall be settled by arbitration as hereinafter provided.

B. Should the Employer have a grievance or complaint, other than those set forth above, he shall notify the Union in writing, by registered mail, of his complaint. If the parties cannot adjust the same within forty-eight (48) hours, it shall likewise be referred to arbitration as provided in Section VIII.

#### SECTION V. DISCRIMINATION

A. The Employer agrees that he will not discriminate in the hiring of employees or in their training, upgrading, promotion, transfer, layoff, discipline, discharge or otherwise, because of race, creed, color, national origin, political affiliation, sex or marital status.

#### SECTION VI. MODIFICATION OF AGREEMENT

Neither the Employer nor any individual employee or group of employees shall have the right to modify or waive any of the provisions of this Agreement. The Employer will not enter into any individual agreements or arrangements with any of his employees covered by this Agreement. Any modification must be in writing duly executed by an authorized agent of the Employer and by the President, Secretary-Treasurer or Director of the Union. The Union may request that all negotiations for modification be held in the presence of a Union Negotiating Committee during regular working hours.

#### SECTION VII. CHECK OFF

A. The Employer agrees that he will deduct from the salary of any present or future employees covered by this Agreement, who have signed a deduction authorization agreement, once a month, out of the first salary payable in each month, the amount of dues and initiation fees the employee is required to pay the Union for the month. Such monies, when deducted, shall be deemed to be held in trust for the exclusive use and benefit of the Union, until paid over to the Union by the Employer. As to new employees, the Employer will deduct from their salaries such amounts as the Union will bill the Employer for the purpose specified.

B. Once a month, within ten (10) days from the date of such deduction, the Employer will transmit the money, billed and deducted, to the Union.

C. The Union agrees that it will file with the Employer, written authorization for such deductions, and prior to the time such deductions are made.

D. In the event that the Employer fails to remit said dues and initiation fees within the time set forth hereinabove, the Union may deem it a breach of contract and shall have the right, after giving to the Employer five (5) days' notice by certified mail, return receipt requested, of its intention to do so, to call a work stoppage without further notice. The Union shall also have the right to demand that the Employer, after such breach, post a surety company bond, in a company authorized to issue bonds in the State of New Jersey in a sum equal to ten times the average monthly dues and initiation fees, to guarantee the faithful performance of this Agreement.

#### SECTION VIII. ARBITRATION

A. All complaints, disputes, and grievances arising between the parties to this Agreement, except as to non-payment of dues, initiation fees and insurance fund, which may be sued for directly in a Court of competent jurisdiction, at the option of the Union, involving questions of interpretation or application of any clause of this Agreement, or any act or conduct in relation thereto, directly or indirectly shall be presented by the party asserting a grievance to the other party. Both parties shall thereupon attempt to adjust the dispute, and if no adjustment can be arrived at within forty-eight (48) hours, the matter shall be submitted for arbitration to the American Arbitration Association (A.A.A.) one of whose staff members shall arbitrate the same upon the request of either party or a mutually agreed upon Arbitrator.

B. Where a dispute is submitted for arbitration such action shall be considered a final and binding submission by both parties hereto. Thereafter, should either of the parties fail to attend the hearing set by the Arbitrator, after due notice, the Arbitrator shall be empowered to proceed with the hearing in the absence of either party, and shall be empowered to render a final decision and award. The decision of the Arbitrator shall be made in writing and shall be final and binding upon the parties hereto.

C. If the Employer is not in default in complying with the decision of the Arbitrator, the Union shall not engage in any strike, picketing, boycott or walk-out. If the Union is not in default in complying with the decision of the Arbitrator, the Employer shall not engage in any lockout.

D. The cost of such arbitration shall be borne equally, by the Employer and the Union.

#### SECTION IX. SAFETY PROVISIONS AND LOST TIME PAY

The Employer will make reasonable provisions for the safety and health of his employees and shall comply with all Federal, State and Local requirements for safeguards and cleanliness. Should an employee be injured at the facility and is unable to continue working as a result of the injury, he shall be paid for the entire day. Should he lost time during the day thereafter for treatment for injuries suffered while employed proof of which the Employer may inquire, he shall be paid for lost time, and the same is to be counted as time worked for the purpose of computing overtime pay. No employee shall his job as the result of such injury. If he is physically able to perform, after he has recovered from his injury, he shall be entitled to resume his job.

## SECTION X. LOCKERS AND DRESSING ROOMS

The Employer shall furnish and maintain, to and for the use and benefit of all employees, adequate locker facilities or a suitable dressing room. Present facilities shall be deemed to be adequate and suitable.

## SECTION XI. WORK STOPPAGE

Where an unauthorized work stoppage or strike occurs, the Union will make immediate efforts to return the strikers to their respective jobs, and shall request the strikers to cease and action which may effect production. The Employer agrees, in consideration of the performance of the Union of the aforesaid undertakings, to absolve the Union, its officers, agents or strikers, of any liability by suit for damages for breach of contract, or of any kind or character whatsoever. It is distinctly understood and agreed that the Union will not be held liable for any unauthorized or outlaw strikes or the individual acts or actions of any employee or group of employees.

Should any employee or group of employees fail to report to work after being notified by the Union to do so, the Employer shall have the right to summarily discharge the aforesaid employee or groups of employees.

## SECTION XII. MILITARY SERVICE

All military leaves shall be as provided by law. In any event, employees upon returning from military service shall be restored to their former positions at the prevailing rate of pay, on the basis of seniority, and the time spent in military service is to be considered as time actually employed by the Employer. Reinstatement, however, must be applied for within ninety (90) days after being honorably discharged, and the applicant must be physically able to work.

## SECTION XIII. REDUCTION OF BENEFITS

A. Nothing in any provision of this Agreement shall be so construed as to affect a reduction in the wage rate of any employee, or to increase the number of hours per week which the employee shall be compelled to work in order to earn his present weekly salary.

B. Any employee enjoying wages, hours or conditions more favorable than required by the Agreement, shall continue to receive the same, it being understood that this Agreement shall not be construed as to permit diminution of any existing benefit.

C. Maids shall not be required to do gardening or other similar work.

#### SECTION XIV. SENIORITY

In the event of a slack season or insufficient work, the Employer shall have the right to lay off one or more employees. In the event of a layoff, seniority shall prevail, i.e., the employee with the least tenure shall be the first laid off, and upon any rehiring, the employee with the greatest tenure shall be the first rehired. In the application of this Article, consideration shall be given to the skill and ability of remaining employees to perform the work required.

#### SECTION XV. SAVINGS CLAUSE

Should any part of this Agreement or, any portion thereof be rendered or declared illegal, legally invalid or unenforceable by a Court of competent jurisdiction or by the decision of an authorized governmental agency, such invalidation of such part or portion of this Agreement shall not invalidate the remaining portions thereof. In the event of such occurrence, the parties agree to meet immediately, and if possible, to negotiate substitute provisions for such parts or portions rendered or declared illegal or invalid. Should the parties be unable to agree on substitute provisions, the matter shall be referred to arbitration as herein provided in Section VIII. The remaining parts and provisions of this Agreement shall remain in full force and effect.

#### SECTION XVI. SURVIVAL OF CONTRACT

A. The Employer shall be bound by the terms of this Agreement, not only as to the, location of the Employer's place of business as above mentioned, but also as to such other locations and places of business as the Employer now has or may have hereafter.

B. The Employer shall not sell, transfer, assign, nor enter into a partnership, consolidated or merge with another person, firm, or corporation, unless the new person, firm or corporation assume all accrued obligations to the employees covered by this Agreement and agrees to be bound by the terms and provisions of this Agreement.

Before any sale, assignment, or other change in name or ownership is made, the Employer shall notify the Union of the sale, assignment or change prior to said change.

C. This Agreement shall be binding upon the executors, administrators, legal representatives, successors and/or assign, and shall survive any sale, change of name, change of location or place of business, reorganization, incorporation, or other change.

### SECTION XVII. SHOP STEWARDS

A. There shall be at all times in each shop or place of business of the Employer at least one Shop Steward designated by the Union.

B. Shop Stewards shall suffer no loss of pay for time spent by them during working hours in the performance of their duties, pursuant to the terms of this Agreement. The Employer shall recognize an employee as Shop Steward only after having received written notice of his selection or designation by the Union. The Shop Steward shall be the last to be withdrawn by the Employer from employment in case of insufficient work or slack season, and the first one rehired. Under no circumstances shall the Shop Steward be discriminated against by the Employer. The Shop Steward has the right to be present and working at all times when the Plant is open and operating. Shop Stewards, in the performance of their duties, shall not interfere with the normal functioning of the Employer's business or of their own duties.

C. Neither the Shop Steward nor any shop committee or group of employees covered by the Agreement is authorized to cause or engage in any strike, slowdown or stoppage in the shops or places of business of the Employer or to order the discharge of any employee, nor shall he, for any purpose whatever, be deemed the agent of, or authorized to act for, the Union.

### SECTION XVIII. BULLETIN BOARDS

The Employer agrees to furnish for the sole use and benefit of the Union, adequate and appropriate bulletin boards in conspicuous places at the places of business of the Employer, which shall be known or referred to, as the Union Bulletin Boards. Failure on the part of the Employer to furnish the same within two (2) weeks after the signing of this Agreement shall give the Union the right to purchase the same and charge the cost including installation to the Employer.

### SECTION XIX. UNION REPRESENTATIVES

A. Only duly authorized representatives of the Union shall have access during working hours, to the premises of the Employer or any place of work under the jurisdiction of the Employer, and shall be permitted to make inspection of membership cards of all employees and of the Employer's payroll records of the units covered by this Agreement for the purpose of ascertaining whether the provisions of this Agreement are being duly complied with by the Employer in good faith, or in regards to any matter connected with the terms of this Agreement.

B. The President, Secretary-Treasurer or Director of the Union, or their duly authorized representatives so designated in writing, shall be the representatives of the Union, and no other person or persons are to be deemed agents of the Union, for the purpose of this Agreement, or for any other purpose.

## SECTION XX. LEAVE OF ABSENCE

Leaves of absence without pay will be granted to employees for good cause up to three (3) months subject to reasonable extension. Good cause (proof of which the Employer may require) for granting a leave of absence shall include personal illness or accident, death or serious illness in the immediate family, and attending to Union business. A leave of absence shall not affect an employee's seniority rights. Seniority rights shall accumulate while an employee is on a leave of absence.

B. Not more than ten percent of the employees in any particular department shall be permitted to be on a leave of absence at the same time. In event of conflicting requests, the seniority of the particular employee shall govern.

C. Failure of an employee to return to work at the end of such particular employee's leave of absence shall be treated as a voluntary quit by such particular employee, unless such employee has a justifiable reason for failing to return to work at the end of such particular employee's leave of absence, and further provided that such employee notifies the Company, in writing, prior to the expiration of such employee's leave of absence, of the reason for such employee's intended failure to return to work prior to such expiration, and also notifies the Employer when such particular employee intends to return to work.

Any holidays falling within the first two (2) weeks of any granted Leave of Absence shall be paid upon returning to work.

SECTION XXI. TERM OF AGREEMENT

This Agreement shall go into full force and effect for a period of three (3) years from the date thereof. This Agreement shall be deemed thereafter to be renewed from year to year unless either party notifies the other in writing, by Registered or Certified Mail, at least sixty (60) days before the expiration date, of its desire to amend, alter, or modify said Agreement on such expiration date. Upon giving notice, depending upon the request, the Agreement shall either be negotiated for the purpose of modification, or it shall be deemed to expire as of said expiration date. All wage increases and other benefits secured by negotiation or otherwise, shall be retroactive to the date of the expiration of the existing Agreement. The term of this Agreement shall commence August 1, 2003 and shall expire July 31, 2007.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed by their duly authorized officers, and have hereunto set their hands and seals the day and the year first above written.

Old Port Hotel LLC d/b/a Holiday Inn

By: \_\_\_\_\_

Title \_\_\_\_\_

Local202, an affiliate of the International  
Brotherhood of Teamsters

By: \_\_\_\_\_

Title \_\_\_\_\_

## SCHEDULE "A"

**1. HOURS OF WORK** -A week's work shall consist of forty (40) hours divided into five (5) days of eight (8) hours each, with a unpaid lunch period as near to the middle of the work day as possible. Time and one-half shall be paid for all hours worked in excess of eight (8) hours in any one (1) day, forty (40) hours in any one (1) week. Time plus holiday pay shall be paid for working the paid holidays hereinafter listed. Payment of wages shall be on Company time. Where the employee agrees, split shifts shall be permitted.

Time and one-half plus straight time shall be paid for the following three (3) holidays only:

Thanksgiving Day  
Christmas Day  
New Years Day

Except as otherwise herein contained, no employee shall be required to accept less than eight (8) hours of work each day on which he is required to report for work. Should such employee accept work of less than five (5) hours in any one day at the Employer's direction, the Employer shall pay said employee a sum equal to the amount he would have received had he worked for a five (5) hour period. There shall be no notice of layoff, if Employer does layoff an employee he shall receive no less than eight (8) hours of pay. Layoffs shall be on the seniority basis hereinafter set forth.

**PART-TIME:** New paragraph concerning part-time restrictions however employer shall not use more than 4 part-time employees per shift.

The number of part-time employees shall be limited to a total of (8). Each part-time employee shall be limited to twenty-four hours of work in any one given workweek as a "week's work" is described herein above in paragraph 1 of Section 1 of this agreement.

If a designated part-time employee should work in excess of one-thousand three hundred (1300) hours in any one given year, that employee shall be immediately entitled to pension and welfare benefits as provided hereunder this agreement in Sections 4, 4A, and the Schedule of Benefits. Part-time employees shall not be used to permanently replace a full-time employee with one or more part-time employees. This provision will not be abused, and, if at any time, the Union deems this provision abused, the Union has the right to negotiate concerning any and all part-time provisions here within this paragraph hereunder this agreement.

### **NEW HIRES:**

All new hires effective August 1, 2003 will be hired at a rate of \$7.00 per hour. These hires will be eligible for only 4 holidays to be determined in the discretion of the holiday and will receive one week vacation and three sick days annually at the end of the second year of their employment.

2. **VACATIONS** - The Employer shall grant to all of his employees during each contract year, paid vacations in accordance with the following schedule:

<u>DURATION OF EMPLOYER-EMPLOYEE RELATIONSHIP</u> <u>FROM DATE OF HIRE</u>	<u>DURATION OF PAID VACATION</u>
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One (1) year	One (1) week
Two (2) years	Two (2) weeks
Five (5) years	Three (3) weeks
Fifteen (15) years	Four (4) weeks

Vacation pay shall be paid on a separate check.

b. In the event of voluntary or involuntary termination, prorated vacation shall be paid at termination date. However, in order to qualify for accumulated vacation pay in the event of voluntary termination, the employee must tender his Employer at least two (2) weeks notice of his intention to quit. Any employee who shall have given such two (2) weeks' notice of intention to quit shall not lost any seniority rights during such two 2 week period and such employee may at any time during the period of such notice withdraw such notice of intention to quit.

c. Vacations schedules shall be agreed upon between the Employer, the employees, and the Union. Employees with seniority rights shall have the privilege, after proper notice Co the Company, of choosing the time of their vacations, so long as it does not 'interfere with the normal functioning of the Employer's business.

d. Vacation money shall be paid immediately before the employee leaves for his vacation period. Paid holidays falling during the vacation periods shall be paid for in addition to the vacation pay.

e. In the event of the death of any employee covered by this Agreement, vacation monies shall be paid to the beneficiary designated in the Union Welfare Fund.

3. **HOLIDAYS** -The employees shall receive the following holidays with pay, regardless of the day of the week on which the holiday falls, provided that the particular employee, unless excused by the Employer because of proven illness or other reason acceptable to the employer, works such employee's regularly, scheduled working day before and after such particular holiday.

**New Year's Day; Washington's Birthday (Monday observation) Memorial Day; Good Friday; Independence Day; Labor Day; Thanksgiving Day; Christmas Day.**

An employee may use a Personal Day in lieu of Martin Lewis King's Birthday.

In addition to the foregoing holidays, each employee who has completed his or her probationary period shall be entitled to schedule and take one personal holiday during each contract year. Such personal holiday shall be scheduled by mutual agreement between the Company and such particular employee. A request by an employee to take as personal holiday must be made in writing and at least one week prior to such requested day.

Not more than 10 of the employees in any particular department (but not less than one employee) shall be permitted to schedule and take a personal holiday on the same day. Seniority shall govern where more than one employee requests to take a personal holiday on the same day.

Where any particular employee fails to schedule and take a personal holiday during any particular contract year, the Employer shall schedule such holiday for such particular employee within the thirty days immediately following the end of such particular contract year.

Should any of the aforementioned holidays fall within the one-hundred and twenty (120) day probationary period referred to in Section III, The employee shall receive pay for such holiday after the probationary period has been completely worked.

With the exception of holidays falling within the first seven days of commencement of a leave of absence or disability leave of absence, employees who are not actively at work at the time a scheduled holiday falls shall not receive holiday pay for any such particular holiday.

In the event of the death of any employee covered by this Agreement, vacation monies shall be paid to the beneficiary designated in the Union Welfare Fund.

**4. WELFARE FUND** - The Employer herein agrees to contribute monthly, on or before the fifth day of each month to **UNITED TEAMSTER FUND**, its successors, and/or assigns in trust Three - Hundred Seventy Dollars (**\$370.00**) per employee effective commencing August 1, 2003; and Three hundred and eighty (**\$380.00**) Dollars per employee effective commencing August 1, 2004; and Three-hundred and ninety Dollars (**\$390.00**) per employee effective commencing August 1, 2005; And Four hundred Dollars (**\$400.00**) per employee effective commencing August 1, 2006 for welfare coverage as stated below, for all employees covered by this Agreement where an Employer-Employee relationship exists with said employees on the first day of the month. Further, immediately upon completion of an employee's probationary period, the Employer agrees to contribute the above stipulated amount to the Fund for the welfare purposes of said employee, provided said employee has completed his probationary period by the twentieth day of the month. Said contributions are to be used for welfare purposes for the sole benefit of employees and their families (where applicable), and the administration of said Fund. The Employer agrees to make available to the Union and to the Trustees of the above Fund any and all payroll records of the units covered by this Agreement which may be required in connection with the sound and efficient operation of said Fund, and all such records that may be required by the Insurance Company, or Companies, covering the employees. If the Fund is required to pay an increase in premiums by any of its insurance carriers, the Employer herein agrees to absorb said increase. The Employer hereby adopts, ratifies and agrees to be subject to, and bound by, all of the terms and provisions of the Agreement and Declaration of Trust for the Union, dated May 1, 1957, together with any and all amendments thereto, heretofore and/or hereafter duly approved by the Trustees of said Fund, and any and all acts and resolutions heretofore and/or hereafter approved and/or adopted by the said Trustees. Contract to be re-opened on or before March 1, 2002 for second and third year of Welfare Contributions.

## SCHEDULE OF BENEFITS

### UNITED TEAMSTER FUND

4A. **PENSION:** The Employer herein agrees to contribute monthly on or before the fifth day of each month to **UNITED TEAMSTER PENSION FUND ("D")**, its successors, and/or assigns in trust Sixty-Five Dollars (\$65.00) per employee effective commencing August 1, 2003; Sixty-Five Dollars (\$65.00) per employee effective commencing August 1, 2004; Seventy Dollars (\$70.00) per employee effective commencing August 1, 2005; Seventy-Five Dollars (\$75.00) per employee effective commencing August 1, 2006 for pension coverage for all employees covered by this Agreement where an Employer-Employee relationship exists with said employee on the first day of the month. Further, immediately upon completion of an employee's probationary period, the Employer agrees to contribute the above stipulated amount to the Fund for the pension purposes of the said employee, provided said employee has completed his probationary period by the twentieth (20th) day of the month. In the event that the Employer fails to remit said payments due the time set forth hereinabove, the Union after giving to the Employer five (5) days prior written notice by certified mail, return receipt requested, of his intention to strike, may deem it a breach of contract and shall have the right to call a work stoppage without any further notice. The Union shall also have the right to demand that the Employer, after such breach, post a surety company bond in a company authorized to issue bonds in the State of New York, in a sum equal to ten times the average monthly Agreement.

4A.1 The Employer shall continue to remit monthly contributions to the Welfare Fund and Pension Fund on behalf of an inactive employee for three (3) months following the date of such inactivity, providing an Employer-Employee relationship exists with the employee. The term "Employer-Employee relationship" shall be construed so as to include, but not be limited to, lay-off, leave of absence, and illness.

4A.2 In the event that the Employer fails to remit said payments due the Welfare Fund and/or Pension Fund within the time set forth hereinabove, the Union, after giving to the Employer five (5) days' prior written notice by certified, return receipt requested, of his intention to strike, may deem it a breach of contract and shall have the right to call work stoppage without any further notice. The Union shall also have the right to demand that the Employer, after such breach, post a surety company bond in a company authorized to issue bonds in the State of New York, in a sum equal to ten times the average monthly Agreement.

### 5. EMPLOYER'S DUTY TO REPORT NEWLY HIRED AND RE-CALLED

**EMPLOYEES:** The Employer agrees that the names, addresses, and Social Security numbers of newly hired and re-called employees will be reported to the Union with in ten (10) days of an employee's date of hire or re-employment, as the case may be. Failure to so report shall cause the Employer to pay and make whole the Union, the Welfare Fund, and/or the Pension Fund for lost Initiation Fees and/or Dues to the Union and contributions to the respective Funds plus interest thereon at the rate of fifteen percent (15%) per annum, as and for liquidated damage therefore for the period between the time such monies became due and payable and the time of collection.

6. **WAGES:** Attached hereto and marked Schedule "A" and made a part of this Agreement are the wage scales. The wage scales set forth in Schedule "A" are minimum rates only. Subject to the conditions herein set forth, the Employer shall have the right, if it chooses to accelerate the effective date of any of the wage increases granted under this Agreement and which are set forth in Schedule "A". If it elects to accelerate the effective date of any particular of such wage increases, the Employer shall notify the Union two weeks in advance of its intention to do so. Further, in accelerating the effective date of any particular wage increase, the Employer may not accelerate wages selectively or discriminately, but must accelerate the effective date of such increase for all employees who, under the terms of this Agreement, are entitled to receive such particular wage increase or increases. If the Employer elects to accelerate the effective wage of any of such wage increases, and then the Employer shall be relieved of granting any increases on the effective date as scheduled herein for such increases whose effective date has been accelerated.

Annual hourly wage increases commencing effective:

	<u>DRIVERS</u>	<u>ALL OTHERS</u>
August 1, 2003	\$.50	\$.50
August 1, 2004	\$.25	\$.25
August 1, 2005	\$.25	\$.25
August 1, 2006	\$.50	\$.50

Maids shall receive an additional Two Dollars and Seventy-Five Cents (\$2.75) for each room in excess of twenty (20) rooms per day .

This Agreement shall not prohibit the Employer from granting discretionary merit wage increases.

7. **SICK LEAVE:** All employees covered by this Agreement shall be entitled to receive paid sick leave during each year of this Agreement.

**DURATION OF EMPLOYER-EMPLOYEE  
RELATIONSHIP**

**DURATION OF PAID  
SICK LEAVE**

Two (2) months or more, but  
Less than four (4) months.

One (1) day

Four (4) months or more, but  
Less than six (6) months.

Two (2) days

Eight (8) months or more, but  
Less than ten (10) months.

Three (3) days

Ten (10) months or more, but  
Less than twelve (12) months.

Four (4) days

Twelve (12) months

Five (5) days

Employees hired after April 1, 1994 will receive four (4) sick days.  
The Employer shall be entitled to a doctor's certificate verifying the need for any such absence.

At the end of each particular employee's employment year, such employee shall be entitled to be paid for any sick pay earned by such particular employee, but unused, during the particular employee's employment year. Payment for such sick days shall be made not later than thirty (30) days following the end of the Contract Year.

8. **BEREAVEMENT LEAVE**: Should there be a death in the immediate family of any employee covered by this Agreement, said employee shall receive three (3) days off with pay ("Immediate family") as used in this section shall be limited to spouse, parent or child, sister and brother. The Employer may request proof of death and relationship.

9. **JURY DUTY**: Employees who are required to serve on a jury, or are required to report to court in response to a jury duty summons, or are required to report for jury examination or to qualify for jury duty shall be reimbursed by the Employer at their base rate for eight (8) Hours each day less the jury fees received by them, not to exceed two (2) work weeks. Any time lost as a result of any occurrence as mentioned in the immediately preceding paragraph shall be considered as time worked for the computation of overtime and vacation pay.

10. **SUBCONTRACTING**:

The Employer reserves the right to subcontract maintenance and repair work.

11. **HOUSE RULES**:

House Rules of the Employer are hereby specifically made a part of this Agreement, as long as the House Rules are on file at the Union's office and agreed to by the Union and the Employer.

12. UNIFORMS:

Where uniforms are required, the Employer agrees to supply same at its sole cost and expense. At termination of employment, employees shall return uniforms or reimburse Employer for the cost of same. Cleaning of Uniforms shall be absorbed by the Employer.

13. REST PERIOD:

There shall be one (1) ten minute (10) rest period during the morning or afternoon.

14. CREDIT UNION:

The Employer agrees, upon receipt of proper written authorization, to deduct from the wages of any employee who so elects, an amount to be specified by the employee for participation in the People's Alliance Federal Credit Union. All Credit Union fees shall be paid by the employee.

MANAGEMENT RIGHTS

Subject to the terms of this agreement, the Employer shall have the right to manage its employees and the business of the employer and to make reasonable rules and regulations.

The minimum hiring rate shall be the 1999 Employee Wage Structures for the entire agreement.

Within the Employee Wage Structure, combine the two categories of part-time (under 30 hours) and full-time (over 30 hours) Bellmen/Drivers bringing them to a current minimum of \$7.54/hr. in the new single category, "Bellmen/Drivers."

Old Port Hotel LLC d/b/a Holiday Inn

By: \_\_\_\_\_

Title \_\_\_\_\_

Local202, an affiliate of the International  
Brotherhood of Teamsters

By: \_\_\_\_\_

Title \_\_\_\_\_