

MEMORANDUM OF AGREEMENT

BETWEEN:

HILTON TORONTO

("Employer")

- and -

UNITE-HERE, LOCAL 75

("Union")

The undersigned representatives of the parties hereby unanimously agree to recommend to their respective principals for ratification, the terms and conditions of a renewal collective agreement as set out below:

1. The Union and Hilton Hotels Corporation agree to execute the attached Memorandum of Agreement relating to Voluntary Recognition at prospective Hilton Hotels Corporation properties. This Memorandum of Agreement shall form part of the collective agreement.
2. The parties agree to meet within two weeks of ratification to attempt to resolve the baggage handling grievance.
3. The renewal collective agreement shall be effective date of receipt of written notice of ratification. There shall be no retroactivity to any of the terms of the collective agreement, except as set out in this Memorandum of Agreement.
4. The term of the renewal collective agreement shall expire on January 31, 2010.

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5. The terms and conditions of the renewal collective agreement shall be as set out below. The expired Collective Agreement dated February 1, 2002 – January 31, 2006, amended as follows.

a. Amend Article 2.01, as follows:

Delete from the list of exclusions: “front desk, reservations”

b. Amend Article 4.04, (Union buttons) as follows:

“Management shall not unreasonably withhold approval.”

c. Amend Article 9, by providing the Union with one additional Shop Steward.

d. Amend Article 11, by adding a reference to “Departmental” Shop Steward.

e. Amend Article 12, by adding a reference to “Departmental” Shop Steward.

f. Amend Article 17.01, as follows:

“The parties further agree that a regular item for discussion shall be the Employer’s uniforms/linen services/first aid and defibrillator purchasing practices. This discussion shall be of an advisory nature.”

g. Amend Article 19.17, as follows:

19.17

(i) Should a position become available and a replacement is required, the Company will post for seven (7) calendar days on the bulletin board, within the immediate work area of the vacancy and outside the Human Resources office, the availability of the position.

(ii) Employees wishing to fill vacant positions shall make their applications in writing, within the seven (7) calendar day period of posting. If no application is received from a qualified employee within the Department or Food & Beverage Outlet of the vacancy, applications from employees in other Departments or Food & Beverage Outlets, who have completed their probationary period and/or trial period, shall be given due consideration. In so doing, the employer shall consider an employee’s prior training.

For applicants within the Department or Food & Beverage Outlet, where all other factors including skill, ability, and efficiency are equal, department seniority shall be the governing factor.

For applicants outside the Department or Food and Beverage Outlet, where all other factors including skill, ability and efficiency are equal, house seniority shall be the determining factor. Furthermore, the parties agree that qualified internal applicants have preference over qualified external applicants.

(iii) This clause shall not prevent the Company from maintaining an adequate and qualified workforce.

- h. Amend Article 25.03 to include Apprentice Cooks.
- i. Amend Article 25.04 to provide for an increase from \$60 to \$75, effective January 1, 2007.
- j. Amend Article 26.04 – Vacations, as follows:
 - (a) Effective January 1, 2007, all full time regular employees who have completed twenty-four (24) years or more of continuous service with the employer, shall receive five (5) weeks vacation with ten percent (10%) of gross wages.
 - (b) Effective January 1, 2008, change, “who have completed twenty-four (24) years”, to “have completed twenty-three (23) years or more of continuous service ...”
 - (c) Effective January 1, 2009, change, “who have completed twenty-three (23) years”, to “have completed twenty-two (22) years or more of continuous service...”
 - (d) Effective January 1, 2010, change, “who have completed twenty-two (22) years”, to “have completed twenty-one (21) years or more of continuous service...”
- k. Amend Article 27.01, as follows:

“27.01 (a): The hotel will grant to all full time regular employees within the scope of the Contract prior to the holidays concerned, and who work all of their last regularly scheduled day of work before the public holiday and all

of their regularly scheduled day of work after the public holiday, pay for days listed:

New Year's Day
Good Friday
Victoria Day
Canada Day
Labour Day
Thanksgiving Day
Christmas Day
Boxing Day

27.01 (b): In addition, all full-time regular employees who are on the seniority list within the scope of the contract and who have completed fifty (50) days worked prior to the holidays concerned, pay for the days listed:

Civic Day
Remembrance Day
Employee's Birthday
Anniversary Date (Employee Start Date)
1 Floating Personal Day (effective January 1, 2007)
An additional Floating Personal Day (effective January 1, 2009)

- i. Amend Article 30.01 to reflect the effective date of benefit increases from “the start of the first pay period closest to” ...

- m. Amend Article 32.01 to reflect the effective date of contributions to the pension plan, on “the start of the first pay period closest to” ...

- n. Amend Article 33.06, as follows:

“any employee who is receiving a higher rate of pay than the minimum shall receive the classification wage increase.”

- o. Amend Article 35.01:

Effective February 1, 2007, amend Article 34.01 to \$2.60 per bag in and out.
Effective February 1, 2008, amend Article 34.01 to \$2.70 per bag in and out.
Effective February 1, 2009, amend Article 34.01 to \$3.00 per bag in and out.

p. Add a new Article 35.03:

Any Group contract that includes baggage handling shall be charged according to the rate set out in Article 35.01.

q. Amend Article 39 to reflect contributions to the UNITE HERE Local 75 Union Education Fund, effective "from the date of the first pay period closest to ratification, per hour worked."

r. Amend Article 40 to reflect contributions to the Culture Fund, effective "from the date of the first pay period closest to ratification, per hour worked."

s. Amend Article 42 to provide for agreement expiring January 31, 2010.

t. Amend Letter of Understanding#1 (Rule of 75), by adding the following:

"It is agreed that the employee will not return to a schedule for five (5) days per week after having a reduced schedule for six (6) months or more."

u. Add as a new Article (Contracting Out), as follows:

No employee employed on the date of receipt of written notice of ratification shall be permanently laid off as a direct result of the contracting out of any work currently performed by bargaining unit employees without

first being offered the option to choose alternative employment or enhanced severance as follows:

0-5 years	= 1 week per year
6-14 years	= 1 week, 3 days per year
15-19 years	= 2 weeks per year
20+ years	= 3 weeks per year

The rate of pay for gratuity employees will be determined per their earnings on their T4 slip.

The severance obligations herein are inclusive of all *Employment Standards Act, 2000* (as amended) payments.

For the purposes of severance pay calculation, the Employer will use forty (40) hours a week for full-time employees. Part-time employees will have their hours averaged over the one year preceding the permanent layoff.

v. Add new Letter of Understanding, as follows:

The parties agree that during the life of the Collective Agreement they will meet to discuss work that had been previously performed by bargaining unit employees (eg. Valet Parking) and the possibility of bringing this work back in house.

Any arrangement arising from this Letter of Understanding requires the agreement of both parties in writing.

An arbitrator shall have no jurisdiction to entertain any grievance arising out of the provisions of this Letter of Understanding.

w. Amend Letter of Understanding#9 (Retirement Allowance), as follows:

For those employees whose age and service equal 75 and who choose to retire at or after the age of 60 and before age 61 shall be entitled to a lump sum payment of \$2,000.00 for every five (5) years of service, or part thereof, to a maximum of \$10,000.00.

For those employees whose age and service equal 75 and who choose to retire at or after the age of 61 and before age 62 shall be entitled to a lump sum payment of \$1,800.00 for every five (5) years of service, or part thereof, to a maximum of \$9,000.00.

For those employees whose age and service equal 75 and who choose to retire at or after the age of 62 and before age 63 shall be entitled to a lump sum payment of \$1,600.00 for every five (5) years of service, or part thereof, to a maximum of \$8,000.00.

For those employees whose age and service equal 75 and who choose to retire at or after the age of 63 and before age 64 shall be entitled to a lump sum payment of \$1,400.00 for every five (5) years of service, or part thereof, to a maximum of \$7,000.00.

For those employees whose age and service equal 75 and who choose to retire at or after the age of 64 and on or before their 65th birthday shall be entitled to a lump sum payment of \$1,000.00 for every five (5) years of service, or part thereof, to a maximum of \$5,000.00.

During the life of this collective agreement, for those employees whose age and service equal 75 and who choose to retire at the age of 65 or after shall be entitled to a lump sum payment of \$1,000.00 for every 5 years of service, or part thereof, to a maximum of \$5,000.00. For clarity, only employees whose age is 65 or greater during the term of this collective agreement shall be entitled to this latter provision. This latter provision will cease to be in effect when the collective agreement expires on January 31, 2010.

For clarity, this Letter of Understanding applies to full time employees and part time employees only.

Effective date of ratification, the Hilton Toronto and UNITE HERE Local 75 agree to the above conditions.

- x. Amend the "Classification, Department and Wage Rates" in Schedule A, as follows:

Culinary

add: Cafeteria Attendant

delete: Kitchen Helper

Front Office Department

add: Guest Service Agent

add: ReservationsAgent

Engineering

add: Plumber/Mechanic

add: Carpenter

- y. Add a new Letter of Understanding:

Fair Labour Standards, Products and Materials

The Employer undertakes to consider using services, products and other materials necessary to the proper functioning of the hotel, which are manufactured, provided or produced under fair labour conditions. An Arbitrator shall have no jurisdiction to entertain any grievance arising out of the provisions of this Letter of Understanding.

- z. Add a new Article:

Construction Work

Hilton will recommend to the Owners that the Hotel agree to use Union Contractors for any major renovations at the Hotel. The Hotel agrees to include Union Contractor(s) in addition to any Non-Union Contractors in the bidding process for any other renovation or painting of the hotel for contracts over \$5,000. Nothing herein precludes the Hotel from selecting any Contractor following the bidding process, for any reason. This provision does not apply to contractors who have been retained during the last twelve (12) months. An Arbitrator shall have no jurisdiction to entertain any grievance arising out of this Article.”

- aa. Add a new Letter of Understanding:

Equal Opportunity Employment and Diversity

The Employer and the Union will work together to strive to reach the “Employment Equity” goals of the hotel. The Union does not expect to receive information to which it is not entitled to at law.

The Employer is committed to a comprehensive approach to a diverse workforce, practicing equal employment opportunity and engaging in affirmative efforts to create and maintain an environment that supports

and encourages the contribution of all employees. We pledge to have a productive and hospitable environment with a workforce reflective of the diversity in the Toronto area. We are proud of our diversity and the benefits it brings to our hotel.

An Arbitrator shall have no jurisdiction to entertain any grievance arising out of the provisions of this Letter of Understanding.

bb. Add a new Article:

Housekeeping Department

In the Housekeeping Department the employees and the employer shall follow these guidelines in room assignments.

The Union and the Employer understand that the room attendants are paid to work by the hour.

- The parties agree that room attendants are expected to take breaks and meal periods.
- 2. In the event that a Room Attendant believes that she/he will not be able to complete the assigned number of rooms or turndowns in the time allocated, she/he shall advise her/his supervisor as soon as she/he is aware. The supervisor, once called, will assess the situation, taking into consideration that breaks should have been taken. Pending the outcome of the assessment, the supervisor may arrange either assistance in the completion of the assignments or may reduce the number of rooms assigned on that particular day. An Arbitrator shall have no jurisdiction to entertain any grievance arising out of the provisions of this paragraph#2.
- 3. The parties agree to continue the practice that if a Room Attendant is assigned a clean room she/he must also notify their Supervisor, who will reissue the Room Attendant another room to clean.
- 4. Room Attendants assigned to ten (10) or more checkouts will have their room assignments reduced by one (1) credit on that particular day. Room Attendants assigned thirteen (13) or more checkouts will have their room assignments reduced by two (2) credits on that particular day.
- 5. Room Attendants who are assigned to clean on 3 floors or more will have their room assignments reduced by one (1) credit on that particular day.

6. Room Attendants who are assigned to clean large parlours or spa suites will be assigned two (2) room credits per large parlour or spa suite cleaned on that particular day.
7. Cots & Cribs: The sum of \$1.50 (\$2.00 January 1, 2008) for the combination of set up/take down of a cot or crib by the Houseperson, and \$1.50 (\$2.00 January 1, 2008) for the Room Attendant and/or Houseperson, for the make-up of a cot or crib will be effective date of receipt of written notice of ratification.

cc. Add a new Letter of Understanding:

Workplace Dignity

The Union and the Employer recognize that all workers in the hospitality industry are deserving of the highest regard and as such, the parties agree that the continued success and operation of the Employer's establishment is dependent upon their mutual respect for one another's work. The Union, the Employer, the non-union and union employees will work together to honour the principles of respect and dignity. An Arbitrator shall have no jurisdiction to entertain any grievance arising out of the provisions of this Letter of Understanding.

dd. Add a new Letter of Understanding

Brand Standards

Hilton has a commitment to quality and customer service. This means that the parties to this contract, as well as the managers and other employees working at the hotel are committed to providing a high level of guest experience in terms of service and a total quality experience. The Union recognizes that cooperation to maximize the guest experience can be beneficial to both the employee and the hotel and will be effectuated through training, including training on brand standards. An Arbitrator shall have no jurisdiction to entertain any grievance arising out of the provisions of this Letter of Understanding.

ee. Add a new Letter of Understanding:

Partnership on Training and Job Opportunities

WHEREAS the Company and the Union agree that high quality worker training and skills upgrading leads to high standards of service excellence;

AND WHEREAS the Company has an interest in the recruitment and retention of skilled workers in its current and future properties;

AND WHEREAS training and skills development provide greater and more equitable access to jobs and promotional opportunities, particularly among new Canadians;

AND WHEREAS training is based on a mutually respectful training partnership between the Company and the Union;

AND WHEREAS the parties agree that the Company shall not be required to make any financial commitment with regard to this proposal. Should the Employer contribute to the UNITE HERE Local 75 Equal Opportunity Training Fund, the parties agree that the monies so contributed shall be dispersed by consensus decision of a committee which shall include Janet Dassinger or substitute, Irma Andaya or substitute, and one union appointed bargaining unit member.

THEREFORE, BE IT RESOLVED that the Union and the Company agree to jointly address a wide range of employment issues including recruitment, retention, job training and job placement including but not limited to the following examples of training:

1. The employer will work with the Union to provide English as a Second Language (ESL) and literacy classes to employees at the worksite, either directly, or in partnership with not-for-profit ESL providers.
2. Vocational skills training programs in housekeeping, food and beverage, maintenance and other departments for both promotion within and between these departments.
3. Opportunities to enter and/or complete culinary and maintenance apprenticeship programs.
4. Programs to evaluate and properly recognize prior learning and/or foreign credentials.
5. A commitment to involving workers in the planning and delivery of training, including on-going opportunities for peer-based training needs analyses, training plan development and where appropriate, delivery of training programs.
6. Any other program as agreed upon by both parties.

The Union recognizes that the Company expects employees to share its commitment to quality and customer service. This shared commitment is necessary for the Hotel to effectively deliver enhanced training and guest service. The Union further recognizes that training on Hilton's brand standards is exclusively the function and responsibility of the employer.

An Arbitrator shall have no jurisdiction to entertain any grievance arising out of the provisions of this Letter of Understanding.

ff. Add a new Letter of Understanding:

Extra Hours

(a) If a Manager becomes aware that extra hours (which may include overtime hours) are required due to unforeseen circumstances at least four hours prior to its requirement and that it will provide a person with four or more hours of work, the Manager may first call and offer a part-time or full-time employee within the classification so long as she has not maximized her hours for that week. Should an insufficient number of part-time or full-time employees accept these extra hours, management will offer the extra hours in descending order of classification seniority.

If there are still an insufficient number of employees in the classification who accept extra hours, then employees working the current schedule, who were not previously asked, shall be asked, in order of descending seniority in accordance with Article 23.

Should an insufficient number of employees working in the classification, not agree to accept the extra hours assignment, Management may assign the hours to employees in accordance with Articles 19.04 and 19.05

(b) In the event of a requirement for less than four hours of extra work, the employer may first consider full-time and/or part-time employees in the classification to do the work, so long as she has not maximized for the week. (If there is not a sufficient number of employees in the classification to cover for break periods, the Manager may assign individuals in other classifications in the department to cover for break periods.)

The employer will next offer the work to employees working the current schedule in the classification in descending order of seniority in accordance with Article 23.

If there are an insufficient number of employees working the current shift who do not agree to accept the extra hours assignment, then the work may be assigned in accordance with Articles 19.04 and 19.05.

(c) In cases of scheduled absences, such as vacations and leaves of absence, the employer may use the provisions of Articles 19.04 and 19.05 to temporarily transfer employees to fill the vacancy only after employees have been provided an opportunity to maximize hours within the classification.

The Letter of Understanding shall be effective commencing January 1, 2007.

gg. Add a new Letter of Understanding— Meals:

The parties agree to discuss at Labour Management meetings the issue of meals in the employee cafeteria. The parties may discuss suggestions on food selection and cost. Recommendations will be of an advisory nature.

hh. Add a new Letter of Understanding— Banquets:

The parties agree that within one month of ratification, they will meet, with a representative committee, to review this Letter of Understanding including Paragraph 3, Assignment of Coffee Breaks. The parties agree that any modifications made to this Letter of Understanding will require the agreement of both parties. The Union's agreement to any negotiated changes shall only go into effect upon ratification vote by the majority in each of the Classifications affected.

ii. Add a separate letter, not in the collective agreement with respect to the calculation of union dues:

As soon as possible but no later than within twelve (12) months from the date of receipt of written notice of ratification, the Hotel agrees to comply with the weekly calculation of dues, as requested by the Union.

jj. Add a separate letter, not in the collective agreement with respect to the biometrics Time and Attendance system:

The Employer agrees to provide the Union with a letter confirming that the current biometric system will be replaced within twelve (12) months from the date of receipt of written notice of ratification. In consideration, the Union agrees to withdraw its grievance proceeding before Arbitrator Davey but reserves its right to file a subsequent grievance with respect to the new system. On a without prejudice basis, those employees who refused to finger scan and who were docked pay, shall be provided a lump sum payment, less deductions required by law, equivalent to one (1) day's regular hourly wages and disciplinary notices related to this issue shall be removed from the employees' file.

kk. Amend Schedule "A: Classification, Department and Wage Rate":

February 1, 2006 (retroactive)	1.5%
August 1, 2006 (retroactive)	1.5%
February 1, 2007	1.5%
August 1, 2007	1.5%
February 1, 2008	1.5%
August 1, 2008	1.5%
February 1, 2009	1.5%
August 1, 2009	2.0%

The parties agree to move the following classifications to a base rate of \$15.00 retroactive to February 1, 2006, for calculation purposes only. The differential as at February 1, 2006 shall be provided effective date of receipt of written notice of ratification. For greater clarity and as an example, Room Attendants shall receive an \$0.08 increase effective date of receipt of written notice of ratification. This rate is calculated by taking the difference between \$15.00 and \$14.92.

Housekeeping
Stewarding
Order Taker
Mini Bar - Attendant
Tundra Hostess/Host
Banquet Houseperson
Banquet Cashier
Cafeteria Attendant

Date of Ratification	\$0.10
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February 1, 2007	\$0.03
August 1, 2007	\$0.03
February 1, 2008	\$0.03
August 1, 2008	\$0.03
February 1, 2009	\$0.03
August 1, 2009	\$0.03

mm. Amend Article 31 – Pension Plan, as follows:

February 1, 2007	\$0.05
February 1, 2008	\$0.05
February 1, 2009	\$0.05

nn. Add a separate letter outside of the collective agreement:

“Prior to December 1, 2007, the Employer and the Union will explore whether a mutually acceptable method of administering a Transportation Allowance can be identified. The Employer will not be required to participate in such administration except by its voluntary agreement.

Should the Employer determine that there is no acceptable method for it to administer a Transportation Allowance, then the employees can vote to have the funds distributed to the employees based on their hours worked on an annual basis or for another transportation purpose, provided it requires no administration from the Employer, or a trusted fund. Such vote will occur prior to February 1, 2008.

Should the employees vote to have the funds distributed, payment will be made as an example, in February 2009 on the basis of \$0.01 per hour worked during the period February 1, 2008 – January 31, 2009. Employees must be actively employed on the payment date to be eligible for payment.

Payments to this Allowance shall be made as follows:

February 1, 2007, payment of \$0.01 for every hour worked in the preceding calendar year.

February 1, 2008, an additional payment of \$0.01 for every hour worked in the preceding calendar year.

February 1, 2009, an additional payment of \$0.02 for every hour worked in the preceding calendar year.

oo. Add a new Letter of Understanding, as follows:

The Employer agrees, that commencing February 1, 2009, to contribute one (1) cent per hour worked per employee covered by the bargaining unit into the UNITE HERE Local 75, Equal Opportunity Training Fund.

pp. The following Letters of Understanding are renewed:

- Letter of Understanding#1: Rule of 75, subject to modification set out in this Memorandum of Agreement.
- Letter of Understanding#2: Unacceptable Customer Service
- Letter of Understanding#3: Corkage Policy Room Service Only
- Letter of Understanding#4: Replaced by new Article in collective agreement – Housekeeping Department
- Letter of Understanding#5: Executive Lounge however paragraphs 1 and 6 to be removed.
- Letter of Understanding#6: Replaced by new Article in collective agreement
- Letter of Understanding#7: Clarification of Calculation for Health and Welfare Contributed by the Employer
- Letter of Understanding#8: Delivery of a Fax
- Letter of Understanding#9: Gratuities Not Included
- Letter of Understanding#10: Engineering Department
- Letter of Understanding#11: Room Service
- Letter of Understanding#12: Guest Room Special Set Up
- Letter of Understanding#13: Corkage – Banquets
- Letter of Understanding#14: Banquet Department
- Letter of Understanding#15: Collective Agreement and Schedule “A”
- Letter of Understanding#16: Collective Agreement and Schedule “A”
- Letter of Understanding#17: Retirement Allowance, subject to modification set out in this Agreement

DATED at Toronto this 11th day of October, 2006.

For the Employer

For the Union

New Article to be inserted into Collective Agreement

New Hotels

The parties hereto acknowledge the existence of the Memorandum of Agreement between Hilton Hotels Corporation and UNITE-HERE, Local 75 which concerns the subject of new hotels and which was negotiated with Hilton Hotels Corporation, in partial consideration for other terms and conditions of this Agreement. The Memorandum of Agreement, attached or appended to the collective agreement is incorporated by reference into the collective agreement.

MEMORANDUM OF AGREEMENT

THIS MEMORANDUM OF AGREEMENT ("Agreement") is made and entered into by and between HILTON HOTELS CORPORATION ("Hilton") and UNITE HERE Local 75 (the "Union").

1. This Agreement shall become a part of and be applicable for the term of the collective bargaining agreement ("CBA") between the Union and [hotel] and shall apply to any new full service hotel (as defined below in this paragraph) in the City of Toronto and the airport area that, on or after the effective date of the CBA, is newly constructed by Hilton, newly owned by Hilton or newly managed by Hilton (each referred to hereinafter as a "Hotel" or "Employer"). The term "full service hotel" as used in this Agreement means any hotel operated by Hilton in substantially the same style and manner, and offering substantially the same range of guest services as offered by Hilton at the New York Hilton and Waldorf=Astoria Hotels. All other hotels, including hotels operated in substantially the same style and manner, and offering substantially the same range of guest services as are currently offered by Hilton Suites, Hilton Garden Inns, Hilton Grand Vacation Club, Hampton Inn, Hampton Inn & Suites, and Homewood Suites shall be defined as a "non-full service hotel" and shall be specifically excluded from the provisions of this Agreement. Any hotels which are operated under a franchise

license agreement with Hilton also shall be specifically excluded from the provisions of this Agreement.

2. Employees of the Hotel employed in job classifications identified in the recognition clause of the CBA shall be referred to throughout this Agreement as "Employees". All other employees of the Hotel and/or Employees currently represented by a trade union are excluded.

3. The parties hereby establish the following procedure for the purpose of ensuring an orderly environment for the exercise by the Employer's Employees of their rights under Section 5 of the Ontario Labour Relations Act and to avoid picketing and/or all other economic action directed at the Employer in the event the Union decides to conduct an organizing campaign among Employees.

4. The parties mutually recognize that provincial labour law guarantees employees the right to form or select any trade union to act as the employees' exclusive bargaining representative for the purpose of collective bargaining with the Employer, or to refrain from such activity.

5. The Employer will take a neutral approach to unionization of Employees. The Employer will not take any action nor make any statement that will directly or indirectly state or imply any opposition by the Employer to the selection by such employees of a collective bargaining agent, or preference for or opposition to any particular union as a bargaining agent.

6. The Union and its representatives will not restrain, coerce or threaten any employee of the Employer in an effort to obtain authorization cards.

7. The Union agrees that it will not defame, disparage, demean or denigrate Hilton, Hilton Properties (as defined in Paragraph 11 below) and each of their respective officers, directors, executives, managers, supervisors, employees and agents in any manner whatsoever. Hilton agrees that it will not defame, disparage, demean or denigrate the Union and each of their respective officers, directors, executives, managers, supervisors, employees and agents in any manner whatsoever.

8. If the Union provides written notice to the Employer of its intent to organize Employees covered by this Agreement, the Employer shall provide the Union with access to its premises and to such Employees. The Union may engage in organizing efforts in non-public areas of the Hotel during Employees' non-working times (before work, after work, and during meals and breaks) and/or during such other periods as the parties may mutually agree upon.

9. Within ten (10) days following receipt of such written notice of intent to organize Employees covered by this Agreement, the Employer will furnish the Union with a complete list of such Employees, showing their job classifications and departments. Within two (2) weeks thereafter, the Employer will furnish a second list of such employees to the Union, including the addresses of all employees unless an employee objects in writing to the disclosures of his or her name. The Employer will not encourage Employees to object to the provision of their addresses. Thereafter, the Employer will provide updated lists monthly.

10. The Union may request recognition as the exclusive collective bargaining agent for the Employees. The arbitrator identified in Paragraph 12, or another disinterested, neutral party mutually satisfactory to the Employer and the Union, will be selected to conduct a review of Employees authorization cards and membership information submitted by the Union in support of its claim to represent a majority of the Employees in the unit. If a majority of Employees within the unit has joined the Union or designated it as their exclusive collective bargaining representative, the Employer will recognize the Union as such representative of the Employees and upon recognition, the parties will extend the CBA to such Employees together with any amendments agreed to by the parties. The Union and the Employer will not file any unfair labour practice charges with the Ontario Labour Relations Board in connection with any act or omission occurring within the context of this agreement; arbitration under Paragraph 12 shall be the exclusive remedy. In order to foster labor peace between the parties, if the Union is unable to obtain support from a majority of Employees in the unit within three (3) years of providing the Hotel with written notice of intent to organize as required by Paragraph 8 above or the expiration date of the CBA, whichever is sooner, then the Union will no longer seek to organize and/or represent that Hotel's Employees during the term of the CBA.

11. During the term of this Agreement, the Union will not cause, sanction or take part in any strike (whether it be economic, unfair labour practice, sympathy or otherwise), slowdown, walkout, sit-down, picketing, stoppage of work, handbilling, leafleting, mass absenteeism, retarding of work or boycott, at any premises owned or operated by Hilton, any of its subsidiaries or in which Hilton has an equity interest (collectively, "Hilton Properties"), whether it be of a primary or secondary nature, or any other

activities which interfere, directly or indirectly, with the operations of Hilton Properties, a tenant or guest of the Hilton Properties and/or the operation of any facilities for which Hilton provides services for any reason, and the Employer will not engage in a lockout of the Employees, provided that if the Employer recognizes any union besides Union as the exclusive collective bargaining representative of Employees, or any of them this Paragraph shall terminate immediately and without notice. If the Employer recognizes the Union as such representative of the Employees, the obligations under this Paragraph 11 may be terminated by either party upon sixty (60) days advance written notice to the other party served via certified mail.

12. The parties agree that any disputes over the interpretation or application of this Agreement shall be submitted to expedited arbitration using a mutually acceptable person. Within 30 days following the execution of this Agreement, if the parties are not otherwise able to agree upon an arbitrator, the parties shall request from the Ontario Minister of Labour a list of five (5) arbitrators who are members of the National Academy of Arbitrators and who have their principal residence the Province of Ontario. The parties shall, within 14 days of receiving the list, select a permanent arbitrator under this Agreement by alternately striking names from the list. The party to strike first shall be determined by coin toss. The next-to-last name stricken from the list shall be the alternate arbitrator. The permanent arbitrator shall hear and decide all disputes submitted to arbitration unless the permanent arbitrator is unavailable for a hearing within 30 days from the date of submission but the alternate arbitrator is available during such 30-day period, in which case the dispute shall be submitted to the alternate arbitrator for hearing and decision. The arbitrator shall have the authority to determine the arbitration procedures to be followed. In applying the terms of this Agreement, the arbitrator's interpretation of matters of law shall be consistent with the rights guaranteed to employees under Section 5 of the Ontario Labour Relations Act. The Arbitrator shall have no authority to alter, amend, add to, subtract from or otherwise modify or change the terms and conditions of this Agreement or engage in interest arbitration. Any costs incurred by the parties in instituting proceedings before the Arbitrator, or defending against the same, shall be the responsibility of the respective party. The arbitrator shall have the authority to order the non-compliant party to comply with this Agreement. Any arbitration award or decision issued by the Arbitrator, written or otherwise, shall be final and binding upon the parties and shall be enforceable in the Ontario Superior Court of Justice in [the region in which the Hotel at issue is located]. The *Arbitration Act*, R.S.O. 1991, S.O. c.17, shall apply to this Agreement.

13. This Agreement may be executed in any number of counterparts and by the parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

In the event that the Employer sells, transfers, or assigns all or any part of its right, title, or interest in the Hotel or substantially all of the assets used in the operation of the Hotel, or in the event there is a change in the form of ownership of the Employer, the

Employer shall give the Union reasonable advance notice thereof in writing, and the Employer further agrees that as a condition to any such sale, assignment, or transfer, the Employer will obtain from its successor or successors in interest a written assumption of this Agreement and furnish a copy thereof to the Union, in which event the assignor shall be relieved of its obligations hereunder to the extent that the assignor has fully transferred its right, title, or interest.

IN WITNESS WHEREOF, the parties hereto by their duly designated representatives have hereunto set their hands this 11th day of October, 2006.

HILTON HOTELS CORPORATION

UNITE HERE Local 75

BY: _____

BY: _____

ITS: _____

ITS: _____

DATE: _____

DATE: _____

22