

AGREEMENT

Between

**ARAMARK Health Care Services, LLP
Operating at Tewksbury Hospital**

and

Service Workers United, UNITE HERE Local #2552/SEIU Local #2552

July 15, 2008 through April 18, 2011



ORIGINAL

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This AGREEMENT made and entered into, by and between ARAMARK Healthcare Services LLP operating at Tewksbury Hospital, (hereinafter called the "Employer"), and Service Workers United, UNITE HERE Local #2552/SEIU Local #2552 (hereinafter called the "Union").

ARTICLE 1 – RECOGNITION

Section 1. The Employer hereby recognizes the Union as the exclusive representative for collective negotiations concerning the negotiable terms and conditions of employment for all permanent employees at the address as listed in Appendix 1.

Section 2. The Employer shall not abridge, add to, or change any section of this Agreement, except for any changes reached by mutual agreement, and the Employer shall not enter into any separate agreements, covenants or contracts with any individual who is part of the bargaining unit, which would abridge, add to, or change this Agreement.

Section 3. Excluded from the bargaining unit shall be managers, confidential and clerical employees, professional employees, supervisors, and guards as defined in the National Labor Relations Act.

ARTICLE 2 - PARTNERSHIP GOALS & JOINT LABOR MANAGEMENT COMMITTEES

Section 1. – Partnership Goals: The Employer and the Union agree that job security for the employees is best assured by growth of the business and that growth of the business is dependent on increased teamwork and productivity aimed at meeting the competitive challenges in the marketplace. The parties further agree that the most effective way of accomplishing those goals is through labor-management cooperation and a partnership between the Employer, the employees and the Union. The parties also believe that employee involvement and participation in improving the quality of their jobs and the growth of the business is an important goal of the Employer and the Union, as is building trust and improving communication between management and the employees. Toward those goals and objectives, the parties have agreed to create a Site Joint Labor Management Committee, (JLMC).

Section 2. – Site JLMC: The Employer and the Union agree there shall be a Site Joint Labor Management Committee consisting of no more than 3 individuals from each party. The names of the committee members shall be submitted by each party to the other, in writing. Meetings will be held at mutually agreeable times and places so as to apprise the other of problems, concerns and suggestions related to the operation, working conditions and the labor agreement, all with the aim of promoting better understanding between the parties. Meetings will be held no less often than quarterly. A written agenda shall be established for each meeting. Employees assigned to the Site JLMC shall be paid their regular hourly rate for the time spent as a committee member on the JLMC.

Such meetings shall not be construed as opening the Agreement for negotiations nor shall such meeting be considered as a step in the grievance procedure. No rights either

party has under the Grievance and Arbitration procedure or any other Article of the Agreement shall be waived by utilizing the Site JLMC including the exercise of management's rights by the Employer not to conflict with the Agreement.

Section 3. Any agreement reached by the JLMC to alter, change or amend the Labor Agreement will become final and may be implemented only after it is agreed to in writing by both the President of the Union and the Vice President of Labor Relations of the Employer.

Section 4. All participants on the Site Joint Labor Management Committee may be trained in interest-based problem solving before they may serve on said committees.

Section 5. The parties may jointly agree to have the Joint Labor Management Committee meetings facilitated.

ARTICLE 3 – RESPECT AND DIGNITY

The Employer and Union agree that each employee and supervisory representative of the Employer shall be treated with dignity and respect. Verbal abuse, threats or harassment by employees, managers, representatives of the union, or supervisors towards each other will not be tolerated. Discipline shall be handled in a professional manner.

ARTICLE 4 – GRIEVANCE PROCEDURE

Section 1. The term "Grievance" as used herein means any alleged violation, misinterpretation, or misapplication of this Agreement, and may be raised by an individual, group of individuals covered by this Agreement, or the Union on behalf of an individual or group of individuals covered by this Agreement. The claims covered by this Grievance and Arbitration Procedure include, but are not limited to, claims covered by the National Labor Relations Act and claims alleging a unilateral change in the terms and conditions of employment.

Section 2. The parties agree that grievances must be processed and resolved as rapidly as possible. The number of days indicated at each step of the grievance procedure shall be considered maximum and every effort should be made to expedite the process. Failure on the part of management to respond within the time limits shall result in a grievance being automatically moved to the next step. The time limitations may be extended on a case-by-case basis by mutual agreement. Such extensions shall be in writing.

Section 3. The following constitutes the exclusive method for resolving grievances between the parties under this Agreement, unless any step is waived or modified, in writing, by mutual consent of the Employer and the Union. Grievances involving suspensions or terminations will proceed in accordance with Step Two.

Step One:

Any employee believing he/she has suffered a grievance, shall, with the assistance of a union representative, discuss the matter with his or her immediate supervisor. In order to be a legitimate grievance, the issue must be discussed within 7 working days of its occurrence or when the grievant would have reasonably known of the violation. The

immediate supervisor shall give an oral reply within 5 working days of submission of the Grievance.

Step Two:

If the Grievance is not resolved after Step 1, then within 5 working days of the answer, the Grievance shall be reduced to writing and provided to the General Manager. The written Grievance should list the specific provision(s) of this Agreement alleged to have been violated and remedy sought. Within 5 working days of the Grievance being filed in writing, a meeting shall occur between the General Manager, the Chief Shop Steward and the grievant in an effort to resolve the Grievance. The General Manager shall provide a written response within 5 working days of the meeting.

Step Three:

In the event that the Grievance cannot be settled in Step Two, the written Grievance may be appealed by the *WRC Grievance Representative* or designee of the Union to the District Manager or his/her designee within 10 calendar days after the written decision of the General Manager was received. The appeal shall be in writing. The parties shall meet within 10 calendar days in an effort to resolve the Grievance. The District Manager shall provide a written response within 10 calendar days of the meeting.

If the Grievance is not resolved after the procedures in Step Three have been completed, the parties, by mutual agreement, may refer the matter to non-binding mediation. A Grievance Mediation shall be held within 30 calendar days of the written request. The Grievance Mediation shall consist of at least one (1) Employer representative and at least one (1) Union representative plus a neutral mediator who shall act as Chairman and mediate the dispute in an attempt to have the parties reach a settlement. In the event the Employer and the Union cannot agree upon a mediator, either or both parties may apply to the Federal Mediation and Conciliation Service (FMCS) to submit a list of five (5) names. Each party shall alternate in striking the list, beginning with the Employer on the first occurrence. The person whose name is not stricken shall be the mediator. Such procedure shall apply in each case. Mediation of grievances shall be governed by the following rules:

- a. The grievant shall have the right to be present at the Grievance Mediation;
- b. Each party shall have 1 principal spokesperson;
- c. Outside attorneys shall not participate in Grievance Mediation;
- d. Any documents presented to the mediator shall be returned to the respective parties at the conclusion of the hearing;
- e. Proceedings shall be informal in nature and are non-binding on the parties;
- f. Rules of Evidence shall not apply and no formal record of the Grievance Mediation shall be made;
- g. The mediator shall have the authority to meet separately with any person or persons but will not have the authority to compel a resolution of the grievance;
- h. If no settlement is reached, the mediator shall provide the parties with a written advisory decision within 24 hours of the mediation;
- i. The mediator shall state the grounds for his/her advisory decision;

- j. The Grievance Mediation procedure shall have no power to alter or amend the terms of this Agreement;
- k. The cost of the mediator, if any, shall be split equally between the Employer and the Union.

In the event that a grievance which has been mediated subsequently goes to arbitration, no person serving as a mediator between the parties may serve as an arbitrator. Nothing said or done by the mediator may be referred to at arbitration. Nothing said or done by either party for the first time in the mediation hearing may be used against them at arbitration.

Step Four:

If the Grievance cannot be satisfactorily adjusted at Step Three, the matter may be referred by the Union, for final decision and determination to an impartial arbitrator. The parties may agree to a panel of arbitrators to hear Step Four grievances. If the parties are unable to mutually agree upon an arbitrator, a request for arbitration shall be filed in writing with the Federal Mediation and Conciliation Service (FMCS) requesting a panel of 7 arbitrators no later than 30 calendar days following the receipt of written Step 3 answer or the receipt of the written decision from the mediator as provided for in Step 3, paragraph 2 above.

The parties shall select an arbitrator from the FMCS panel by alternately striking names (grieving party shall strike first) until one name remains who shall be the "selected" arbitrator. The arbitrator selected through the above request for arbitration filing process shall hold a hearing promptly and shall issue a written decision not later than 30 calendar days from date of the close of the hearings or, if oral hearings have been waived, then from the date on which the written final statements and proofs on issues were submitted. The decision of the arbitrator shall be final and binding upon the parties. The arbitrator shall be bound and governed by the provisions of this Agreement and the arbitrator shall be limited to the interpretation of the terms set forth in the Agreement.

Costs of the arbitrator shall be shared equally by the parties. Any other expenses incurred, including but not limited to the presentation of witnesses shall be paid by the party incurring same.

Section 4: Training. For purposes of implementing the procedure set forth in this Article, the parties may apply to a joint training program in grievance mediation to be conducted by the FMCS under the sponsorship of the Joint Labor Management Team.

Section 5. To facilitate the efficient and timely administration of this article, Union Representatives may participate in grievance investigations and meetings via telephone and union stewards will have access to telephones and facsimile machines in order to communicate with union representatives.

Summary Table of Grievance Procedure

Step	Parties Involved	Time Limits
1	Union: Grievant, Shop Steward Employer: Immediate Supervisor	7 Working Days: Presented orally, discussion between parties 5 Working Days: Oral answer from immediate supervisor
2	Union: Grievant, Chief Shop Steward Employer: General Manager	5 Working Days: Grievance filed in writing 5 Working Days: Meeting between parties 5 Working Days: Written Response from General Manager
3	Union: WRC Grievance Representative Employer: District Manager	10 Calendar Days: Written appeal to the District Manager 10 Calendar Days: Meeting between the parties 10 Calendar Days: Written Response from the District Manager 30 Calendar Days: Mutual decision to seek mediation
4	Arbitration	30 Calendar Days: File request to arbitrate

ARTICLE 5 - DISCIPLINE AND DISCHARGE/JUST CAUSE

Section 1. No non-probationary employee shall be discharged, suspended or otherwise disciplined without just cause. The Employer will promptly advise the Union of any discharge. In the event the Union claims the discharge is unjust, the grievance may be referred directly to Step 2 of the grievance procedure within 10 working days of the occurrence.

Section 2. An employee shall be permitted to have a Shop Steward or Union representative at any meeting with the Employer, or its agents, which meeting is for the purpose of investigating alleged misconduct by the employee that might be the basis for, or which may result in, the discharge, suspension or other disciplinary action with respect to the employee. If the employee indicates that he/she wishes a steward to be present, and one is not available, the disciplinary meeting shall be temporarily postponed unless it is an event covered in Section 4 below. In such cases, another bargaining unit person of the employee's choosing shall be asked to sit in as a witness. If it is not a Section 4 situation, the discipline shall be delayed until the employee's next shift.

Section 3. Disciplinary or corrective counseling notices may not be considered as a step in progressive discipline if they were written more than 12 months prior to the date of a new disciplinary or corrective counseling action. Such documents more than 12 months old may only be used as evidence that an employee was aware of a rule or policy, or to show past corrective measures taken, or as evidence of a pattern of behavior. Copies of all formal written discipline shall be provided to the Chief Shop Steward.

Section 4. At the final step of progressive discipline, or in the event of a single serious incident or rule violation, the employee shall be suspended pending investigation and with the intention to terminate. The Union shall be given notice of such suspension within 3 work days. The final disposition of the matter shall be made within 5 work days (Saturday and Sunday excluded), and notice of disposition shall be sent to the Union. Notices to be sent by registered mail or dated fax.

Section 5. For discipline situations that are appropriate for progressive discipline such as attendance problems or minor job performance problems, the progressive steps shall be:

1. First Written Warning
2. Second Written Warning
3. Final Written Warning and Suspension
4. Suspension pending investigation and decision to terminate

All discipline will be given within seven (7) working days of the event which triggered the discipline or when the Company would have reasonably known of the event.

Section 6. Attendance issue shall be considered on a separate disciplinary track from other issues.

ARTICLE 6 – NON-DISCRIMINATION

There shall be no discrimination by the parties against an employee on account of race, color, gender, age, creed, marital status, disability, sexual orientation or national origin or other protected status under applicable federal, state and local anti-discrimination laws. No employee shall be discriminated against because of their membership in the Union or because of any lawful activities by such employees on behalf of the Union

ARTICLE 7 – PROBATIONARY PERIOD

Section 1. The first 60 calendar days of employment for all new employees shall be considered a probationary period for purposes of this Agreement. The Employer shall be entitled to extend the probationary period for an additional 30 calendar days upon written notification to the Union.

Section 2. During the aforementioned probationary period, the Employer may discharge such employee for any reason whatsoever. Any employee discharged during such probationary period shall not have recourse to the grievance procedure as set forth in this Agreement. The Employer shall have no responsibility for the re-employment of the newly engaged probationary employees if they are dismissed during the probationary period.

ARTICLE 8 – SAFETY

Section 1. The Employer will ensure that the working environment and all conditions of work are maintained in a safe manner and that all safety devices and equipment required by the various health codes and other applicable statutes are supplied to maintain a safe environment.

Section 2. A Joint Safety and Health Committee (“Committee”) will be established by the Employer and the Union, composed of 3 members of the bargaining unit selected by

the Union and up to 3 members of management selected by the Employer. The Committee shall be organized to provide assistance in identifying and eliminating potential safety hazards throughout the facility. The Employer will coordinate the meetings of the Committee. This Committee will meet periodically, but no less than quarterly at which time they will conduct a walk-around inspection. The Employer will consider all of the recommendations from the Committee in good faith.

Section 3. Protective Equipment: The Employer shall make available appropriate personal protective equipment at no cost to the employee. Employee must wear all such equipment. Failure to do so may subject employee to discipline up to and including discharge.

Section 4. Protection from Bloodborne Pathogens:

1. Protective Equipment. For employees with potential occupational exposure such as skin contact to blood or other potentially infectious materials, the Employer shall provide appropriate personal protective equipment. This shall include (but is not limited to) gloves, gowns, coats, face shields or masks and eye protection. The Employer shall repair or replace personal protective equipment as needed to maintain its effectiveness, at no cost to the employee.

2. Vaccinations. The Employer shall offer the Hepatitis B vaccination series to all employees with potential occupational exposure to blood within 10 working days of initial assignment, unless the employee has previously received the complete Hepatitis B vaccination series, antibody testing has revealed that the employee is immune, or the vaccine is contraindicated for medical reasons.

ARTICLE 9 – SENIORITY

Section 1. Except as set forth in a separate provision, seniority shall be defined as length of continuous service in the bargaining unit covered by this Agreement.

Section 2. Seniority shall govern with respect to layoff and recall, vacation and overtime subject to the Employer's establishment of designated work schedules.

Section 3. In the event that two or more employees are hired on the same day their seniority shall be decided by a lottery of said employees.

Section 4. Seniority shall be deemed broken for the following reasons:

1. A voluntary quit;
2. A discharge for cause,
3. Failure to return to work in accordance with the terms of an approved leave of absence;
4. A layoff for a period of 12 months
5. Failure to return to work within 5 days of notice sent to the last address on file by registered mail;
6. Illness or injury absence equal to the employee's length of service when the leave began or 1 year, whichever is less;
7. 2 consecutive work days no call/no show unless failure to call is due to a emergency beyond the control of the employee.

ARTICLE 10 – LEAVES

Section 1. Upon written notice to the Employer, an employee with at least 6 months of service may apply for a leave of absence of up to 60 days. An employee must submit a written request at least 30 calendar days in advance however, the Employer will consider exceptions for unforeseen circumstances. The application shall specify the reason and the requested length of time for leave. The leave may be extended by mutual agreement of the parties in writing in advance of the conclusion of the original leave. The employee shall give a minimum of 15 days notice of such request. Employees must receive approval by the Employer for the leave; such approval will not be unreasonably withheld.

Section 2. For employees taking a leave of absence for medical reasons, (including maternity leave), upon showing of reasonable cause, an employee at any time may be requested to submit to a medical examination at Employer expense and upon reasonable notice. At the option of the employee, the examination may be made by a physician of his/her own choosing. In this event, the employee shall bear the expense of the examination by the physician of his/her own choosing. The results must be made available to a physician of the Employer's choosing for evaluation.

Section 3. The continuation of insurance and the division of premium expense for insurance coverage during medical leave is controlled by the guidelines of the Family and Medical Leave Act.

Section 4. In the event an employee is hired or appointed to short-term employment with the union, the employee shall be allowed to take leave, subject to the Employer's legitimate business needs. Such leave shall not exceed 60 days. No more than 1 employees may be awarded such leave at a time. The Employer shall continue to pay for the employee's benefits during such leave provided that the Union and/or employee reimburses the Employer in full for such benefits beginning on the first day of the month following the commencement of such leave. During such leave the Employer will continue the seniority of the employee on leave and the accrual of benefits based on seniority. The Union agrees not to seek such leave for activity against the Employer or its clients.

Section 5. Upon the Union's request, union members serving as stewards, alternate stewards or on any committees established in this contract shall be granted special training leaves to attend group trainings provided by the union. The size of the group attending such training will not exceed the number of stewards provided for in this contract and the time period for such group training leave shall not exceed two days. Such leaves will be unpaid and will not adversely affect an employee's seniority or benefits as described in Section 4. The Union will provided the Company with two weeks notice of such leave.

Section 6. An employee who enters the armed forces of the United States, or is called to active duty or military training, will be granted an unpaid leave of absence according to current state and federal laws.

Section 7. An employee returning from any leave shall be entitled to reinstatement to his/her position, hours and work unit unless the position has been eliminated as a result of layoffs or other legitimate business needs. In such event, the employee may use their seniority as provided for in Article 12 - Force Reductions and Bumping.

ARTICLE 11 – FORCE REDUCTIONS/BUMPING

Section 1. In the event of a reduction in force the least senior person in the affected job category shall be the first person to be laid off. The displaced employee may bump the least senior employee in the bargaining unit in an equal or lower rated classification provided they have the seniority and are qualified to perform the work successfully with minimal training. The displaced employee without seniority to bump shall be laid off.

Section 2. Employees shall be recalled to their former position in inverse order as business needs dictate.

Section 3. Notice of recall shall be sent by registered mail to the employee's last known address on file with the Employer. It is the employee's responsibility to maintain up to date address information on file with the Employer.

ARTICLE 12 – POSTING OF VACANCIES

Section 1. All promotional vacancies shall be posted in writing for 5 working days on internal bulletin boards in each facility. A copy of the posting shall be given to the Chief Shop Steward. Persons shall apply for the posted vacancies by either signing their names to the posting notice or by sending a written request to the General Manager. Interviews will be conducted within 10 working days of the completion of the posting period. When more than one active current employee is deemed by management to be qualified for a position, selection of employees to fill the vacancies shall be governed by seniority. The Employer shall post the original open position and one additional posting in sequence unless the successful bidder for the first posted position came from an entry-level position under this Agreement. In such instance, the Employer may hire a replacement from outside.

Section 2. Vacancy shall be defined as a regular position which is vacated by the separation of an employee and one the Employer determines should be replaced or a newly created position.

Section 3. The first 45 calendar days of employment in a new job title for any existing employee will be considered a probationary period for the purpose of this Agreement. The Employer shall be entitled to extend the probationary period for an additional 30 calendar days upon written notification to the Union.

1. Except as set forth during the aforementioned probationary period, the employee's service in the new position may be ended by the Employer for any reason. If they are disqualified during probation by the Employer or, if they ask to be returned to their prior position during probation, they may not bid again for a period of 6 months.

2. Upon such disqualification, the employee shall be entitled to return to the position previously held or a substantially similar position and he/she shall suffer no loss of seniority occasioned by the promotion.
3. Employees who successfully bid for new promotional opportunities may apply for a subsequent promotional opportunity without a time bar restriction.

Section 4. The Employer shall maintain a list of employees who desire to fill lateral vacancies on different shifts. Such vacancies shall be filled on a "first come – first served" basis and in a manner that meets operational needs.

ARTICLE 13 – TRANSFERS AND REASSIGNMENTS

An employee may request a transfer or reassignment to an equal or lower rated position. The Employer agrees that it will make reasonable efforts to accommodate such employee. Any impact on the benefits of the employee caused by said move shall be governed by this collective bargaining Agreement.

ARTICLE 14 - IMMIGRATION RIGHTS

Section 1. No employee covered by this Agreement, will experience a loss of seniority, compensation, or benefits due to the submission of legally documented changes in his/her name and/or social security number.

Section 2. In the event that an employee has a problem with his or her right to work in the United States after completing his or her introductory or probationary period, the Employer shall notify the Union in writing prior to taking any action. Upon the Union's request received by the Employer within 48 hours of the employee's notice to the Union, the Employer agrees to meet with the Union to discuss the nature of the problem to see if a resolution can be reached.

Section 3. In the event that an employee is not authorized to work in the United States following his or her probationary period and his or her employment is terminated for this reason, the Employer agrees to provide to the employee preferential hiring if the employee provides proper work documentation within 2 years of prior termination.

ARTICLE 15 - ETHNIC DIVERSITY AND CULTURAL ISSUES

Section 1. The parties recognize that recent immigrant workers are employed by the Employer and are a vital element to the success of the facility. While English is the language of the workplace, the Employer recognizes the right of employees to use the language of their own choice amongst themselves.

Section 2: The Employer is committed to a program to improve its ability to communicate with employees who do not communicate in English. To that end the Employer agrees:

1. It will, within a reasonable period of time, provide training materials, program announcements, and bulletin board notices where practical, to communicate in the principal languages of its employees;

2. Where there is a communication difficulty with a particular employee, on request the Employer will provide a translator chosen by the employee to facilitate communications, so long as the individual is on the premises at the time requested.

ARTICLE 16 - BARGAINING UNIT WORK

Supervisors and other non-bargaining unit employees will not perform bargaining unit work except when there are no unit employees to perform the work needed or when such is necessary for the legitimate emergencies or for the instruction of personnel.

ARTICLE 17 – NO REDUCTIONS

No employee shall have his/her wages, benefits or other working conditions reduced as a result of the signing of this Agreement unless mutually agreed upon by the parties.

ARTICLE 18 – UNION STATUS AND MEMBERSHIP DUES CHECK-OFF

Section 1. The Employer agrees to deduct bi-weekly from the wages of the employees covered under this Agreement, regular initiation fees and membership dues for the Union, as said employees individually authorize the Employer to deduct.

Section 2. The Employer shall remit each month to the Union, the amount of deductions made for that particular month including initiation fees, reinstatement fees, membership dues, permits and arrears, together with a list of employees with their social security numbers and gross pay amount per week/month, for whom such deductions have been made. The list should also include the employee's department, location, craft or classification, supervisor, job title, home address, status and date of hire. The list should indicate all official personnel actions which result in a change in status of bargaining unit members, including new hires, terminations, promotions, etc. The information shall be in computer readable electronic form. The remittance shall be forwarded not later than the 15th of the month following the month in which deductions are made.

Section 3. Employees shall become and remain members of the Union in good standing upon completion of 30 days of employment with the Employer or 30 days after the effective date of this Agreement, whichever is later.

Section 4. In order to simplify the Employer's and the Union's administration of this section, the Employer shall upon the hiring of new employees give each employee an application for union membership and dues checkoff authorization form. The Employer shall remit the completed forms to the union monthly. All new employees shall be entitled to receive a 15-minute orientation provided by the union.

Section 5. The Union shall certify to the Employer, in writing, the current rate of its membership dues and initiation fees. If the Union changes the rate of its membership dues, it shall give the Employer 30 days written notice prior to the effective date of such change.

Section 6. The Union shall indemnify and hold the Employer harmless against any and all claims, demands, suits or other forms of liability that shall rise out of or by

reason of action taken by the Employer in reliance upon said dues deduction authorization cards submitted by the Union to the Employer.

Section 7. The Employer shall deduct, from the gross wages or salary of each employee who voluntarily executes the political action committee (PAC) payroll deduction authorization form that is Appendix 2 to this Agreement, the contributions at the frequency of deduction so authorized on that form, and remit those contributions to the Union at the same time that the Employer remits to the Union the Union dues that are separately voluntarily authorized by employees to be deducted from their gross wages or salaries and remitted to the Union pursuant to this Article. The Employer may remit PAC contributions and Union dues to the Union by a single check or wire transfer, or by separate checks or wire transfers. With each PAC contribution remittance the Employer shall provide the Union with a written itemization setting forth as to each contributing employee his or her name, address, occupation, rate of PAC payroll deduction by the payroll or other applicable period, and contribution amount. The parties acknowledge that the Employer's costs of administration of this PAC payroll deduction have been taken into account by the parties in their negotiation of this Agreement and have been incorporated in the wage, salary and benefits provisions of this Agreement.

ARTICLE 19 – SHOP STEWARDS AND VISITATION

Section 1. The Union shall have the right to designate a reasonable number of shop stewards who shall represent the Union for the purpose of presenting and adjusting grievances. The number of shop stewards is designated in Appendix 1.

Section 2. A steward may be released from their regular duties to investigate grievances on Company time. The steward shall contact his/her supervisor in advance to determine a time when such investigation will not interfere with the steward's work and the work of the person with whom the steward wants to meet with.

Section 3. The Union, through its representatives, shall have access and the right to visit working areas in the unit where employees covered by this Agreement are assigned during working hours. However, the Union agrees that it shall not interfere with any working operations and shall contact the General Manager or his/her designee upon arrival. The Union agrees to make reasonable efforts to schedule visits in advance.

Section 4. The Employer shall permit the Union the reasonable use of bulletin boards for the purpose of posting information. Copies shall be provided to the General Manager in advance of posting and shall not contain inflammatory or defamatory text toward the Employer or the Employer's client.

Section 5. While on the job employees may wear Union buttons, so long as the wearing of such buttons does not obscure or interfere with the employee's uniform or create a safety hazard.

ARTICLE 20 – SUCCESSORS AND ASSIGNS

Should the Employer sell, assign or otherwise transfer the facility, the Employer shall notify the union in writing, and it shall notify the buyer of this Agreement.

ARTICLE 21 – MANAGEMENT RIGHTS

Section 1. Except as expressly modified by a specific provision of this Agreement, all the authority, rights and powers which the Employer had prior to the signing of this Agreement are retained by the Employer and remain exclusively and without limitation the rights of management. Only express modifications contained in specific provisions of this Agreement constitute limitations upon such authority, rights and powers.

Section 2. Examples of the authority, rights and powers which are hereby vested in the Employer, with only such modification as is expressly stated in a specific provision of this Agreement, include, but are not limited to, the following: The right to schedule, adjust, and assign work and hours of employees; to assign and require overtime work; to determine production requirements and the methods by which such production shall be accomplished; to hire, promote, transfer, reclassify, suspend, discipline, demote, layoff or discharge employees; to determine the work to be done by the Employer's employees; to determine the size of the work force and the amounts and kinds of supervision necessary; to temporarily or permanently shut down its entire operation or a portion thereof; to temporarily or permanently move its entire operation or a portion thereof to another location(s); to establish or change rules and safety standards; to establish or change work standards; to establish or change standards of quality and quantity of work; and to determine the creation, continuance, termination, change or consolidation of jobs or of partial or total operations (including discontinuance of their performance by Company employees). If the Employer does not exercise rights reserved to it or if it exercises such rights in a particular way, it shall not be deemed a waiver of the right to exercise such rights or of the right to exercise such rights in other ways not in conflict with the express terms of this Agreement.

Section 3. The Employer retains the right to subcontract out all of or any part of its operation as the dictates of business demand or if the Employer in its discretion deems it necessary as long as it does not directly displace or result in the layoff of a regular employee except as a result of cause beyond the control of the Employer.

ARTICLE 22 – NO STRIKE/NO LOCKOUT

Section 1. The Union and its members employed by the Employer, individually or collectively, will not, during the life of this Agreement, encourage, cause or take part in any strike, work stoppage, work interruption, work interference, slowdown, sabotage of Company production or processes, sympathy strike, picketing or boycott against the Employer. The Employer will not engage in a lockout during the term of this Agreement.

Section 2. Employees who engage in any activity in violation of this Article shall subject themselves to discipline up to and including termination.

Section 3. The Union agrees that if employees covered by this Agreement are in violation of this provision they shall order the employees to cease and desist and return to work immediately and take steps to ensure compliance with that request.

ARTICLE 23 – WAGES

Section 1. Employees shall receive wages as indicated in Appendix 1.

Section 2. Any employee assigned by management to work in a higher classification for a minimum of one (1) hour shall receive the rate of that classification or a \$0.50 differential, whichever is higher. Employees temporarily assigned to lower-paid positions shall retain their regular rate of pay.

Section 3. All employees shall be compensated at their regular rate of pay for any training required by the Employer. In addition, employees shall be eligible for travel reimbursement in regard to any such training.

Section 4. If an employee is required to attend a meeting called by the Employer, such employee shall be paid at their regular straight time rate for such attendance. Attendance will be mandatory.

Section 5. Employees shall be paid on a bi-weekly basis on Fridays before the end of their regular shift. All employees shall be paid by direct deposit.

Section 6. If a new position is created, the parties will meet to determine the rate of pay for the new position.

ARTICLE 24 - INSURANCE

Section 1. – Eligibility All regular full-time employees, (those on a regular schedule of 30 hours per week or more) effective the first of the month following 90 days of employment, shall be eligible to participate in the Employer's health, dental, vision and life insurance programs described below. The Employer may not make significant changes to content without first negotiating with the union.

A – Life Insurance/AD&D:

Life Insurance in the amount of \$5,000.00 shall be provided by the Company at no cost to the employee.

B – COBRA Coverage (Benefits Continuation)

Employees eligible for COBRA (Benefits Continuation) coverage from the previous employer may maintain that coverage for medical, dental and vision insurance. The Employer will reimburse 100% of all Employees' premium costs under the COBRA plan for medical, dental and vision coverage. COBRA reimbursement will continue for eligible employees up to and including payments for coverage through December 31, 2009.

C – Health Care Coverage:

Upon the effective date of this agreement for any employee eligible for insurance under Section 1 of this Article who does not have coverage under Section 1.B, and effective January 1, 2010 for all other eligible employees, the Employer will provide the Employer's standard health insurance plans.

The maximum bi-weekly premium contributions for employees participating in any Employer health insurance plan will be:

Single	\$29.50
2-person	\$66.00
Family	\$95.00

Or the employee portion under the Employer plan, whichever is less.

D – Dental Coverage

Upon the effective date of this agreement for any employee eligible for insurance under Section 1 of this Article who does not have coverage under Section 1.B, and effective January 1, 2010 for all other eligible employees, the Employer will provide the Employer’s standard dental insurance plan.

The monthly premium contributions for employees participating in Employer Dental insurance plan will be:

Coverage	Monthly Employee Contribution
Employee	\$21.46
Employee +1	\$44.08
Employee + Family	\$87.53

E – Vision Coverage

Upon the effective date of this agreement for any employee eligible for insurance under Section 1 of this Article who does not have coverage under Section 1.B, and effective January 1, 2010 for all other eligible employees, the Employer will provide the Employer’s standard vision insurance plans.

The monthly premium contributions for employees participating in vision insurance will be:

Coverage	Monthly Employee Contribution
Employee	\$5.84
Employee +1	\$8.40
Employee + Family	\$15.60

F – Weekly Disability Benefits

Eligible employees may purchase Weekly Disability Benefits from one (1) of the following plans by paying a full premium via payroll deduction. Payment will be made on the first day of an accident or hospitalization, or the 8th day of an illness. Participating employees will receive payments for up to 26 weeks maximum. As of the effective date of this contract, employee’s bi-weekly premiums are:

Aramark	Employee Contribution
\$150.00/week Plan	\$7.54
\$200.00/week Plan	\$10.04
\$250.00/week Plan	\$12.56

Section 2. Family/Employment Status Changes: After the initial open enrollment period employees may only change their elections once each calendar year. This open enrollment period is usually during the month of November, with an effective date of change as January 1st. The provisions of these elections and the bi-weekly payroll deduction are subject to the applicable plan descriptions and IRS regulations.

Generally, once benefit selections are made, they remain in effect for the rest of the plan year (January 1 – December 31). However, employees may change some of their choices during the year if they have a family or employment status change and notify the Employer in writing within 30 days of the change. A family/employment status change, (as currently defined by the Internal Revenue Service), includes:

1. Marriage, divorce or legal separation, (there must be a court order granting the divorce or legal separation).
2. Death of spouse or other dependent.
3. Birth or legal adoption of a child.
4. Spouse's termination or commencement of employment.
5. Employee or spouse switching from part-time to full-time status.
6. A significant change in the employee's or spouse's health care coverage due to your spouse's employment.
7. Employee or spouse taking an unpaid leave of absence.
8. Dependent reaches an age which means they are no longer eligible for benefits under Compass program.

Section 3. Upon termination of employment, all insurance coverage shall cease immediately with the following exceptions:

1. For employees taking leaves of absence described in Article 12, the Employer will continue insurance coverage until the end of the month in which the leave commences provided that the employee has made all premium co-payments. If a leave extends longer than the initial month, insurance coverage is governed by COBRA. Life insurance will continue for the full period of the leave.
2. For employees on union leave, see Article 12, Section 4. Life insurance will continue for the full period of the leave.
3. If an employee is granted an unpaid leave of absence in accordance with the FMLA, coverage shall continue for up to 12 weeks, provided all regularly required premium contributions are received. Life insurance will continue for the full period of the leave.

Section 4. An open enrollment period shall be held annually in November. Enrollment forms specific to this site shall be made available to all eligible employees during the enrollment period. Every eligible employee must complete enrollment each year in November to ensure up to date benefit selection, including beneficiary designation.

ARTICLE 25 – PENSION/401K

Section 1. The Employer shall become a participating employer of the UNITE HERE National Retirement Fund effective July 15, 2008. The Employer shall contribute to the Fund, on or before the tenth of each month, an amount per employee for each hour compensated for during all payroll weeks ending in the prior calendar month, as indicated below:

Effective July 15, 2008	-	\$0.12
Effective May 1, 2009	-	\$0.13
Effective May 1, 2010	-	\$0.15

The Employer shall be required to contribute for new employees beginning the first of the month following completion of the probationary period.

Section 2. Employees may participate in the National Plus Plan 401(k) program as administered by the Union or its affiliate per terms of that plan. Subject to the requirements of the Employer’s payroll system and any applicable participation agreement, the Employer agrees to take payroll deductions and disburse them to the National Plus Program in accordance with individual employee authorization.

ARTICLE 26 – HOURS OF WORK

Section 1. The normal work week shall consist of 40 hours in 5 days. The text in this Article shall not establish a guaranteed number of days to be worked in a week or the hours to be worked in a day, although the Employer will provide as many full-time shifts as practicable, consistent with its business needs.

Section 2. The normal workday may be 8 hours as determined by the Employer to meet operational needs. Start times for employees may vary and may be staggered to provide for flexible and efficient operations.

Section 3. Weekly work schedules shall be posted by noon on Monday to begin that Friday for the following two weeks.

Section 4. All employees covered by this Agreement will be permitted to take one 15-minute paid break for each 4 hours worked. Breaks will be scheduled by the manager. Employees who work 5 or more hours in a day shall receive a one-half hour unpaid meal break to be scheduled by the manager or designee. Employees who work through their breaks with management approval shall be paid for all time worked.

Employees may continue practice of consuming fountain drinks and coffee. Employees may purchase food from the cafeteria.

If an employee reports to work late or leaves early for the purpose of going to a Doctor's appointment that was scheduled at least two (2) weeks in advance and has the approval of a manager the employee may use earned wellness time to cover the time lost and the absence will not count against earning of wellness time.

On days when part of the facility is closed because of a state Holiday that is not an ARAMARK Holiday, the affected employees will be offered work in other parts of the facility. If there is no enough work for such employees, it will be offered by seniority to qualified employees.

ARTICLE 27 – OVERTIME AND PREMIUM PAY

Section 1. Employees performing work in excess of 40 hours per week shall be compensated at the rate of time and one-half their regular pay. An employee's hours will not be involuntarily reduced solely to avoid payments or payment for extra hours worked.

Section 2. When there are more employees at work in the classifications than are needed for the overtime work, the Employer will offer work in the classification by seniority. If there are insufficient volunteers, the employer may require employees in the classification to work in inverse seniority order.

Section 3. Overtime shall be paid in the pay cycle following that in which the overtime is worked.

Section 4. Whenever possible, overtime scheduled shall be posted the day before such overtime is scheduled. Unscheduled overtime, may at times be mandatory for all employees in a classification and will be assigned to the employees in the classification where the work has to be performed. Employees working overtime shall be permitted to make such necessary notification to their homes and families.

Section 5. Employees shall be expected to work a reasonable amount of overtime when requested.

Section 6. No employee shall work overtime unless such overtime work has been authorized in advance by his/her supervisor. Overtime shall be verified in writing by the Supervisor on the employee's time record.

ARTICLE 28 – JURY DUTY

When a member of the bargaining unit is summoned for jury duty and presents a jury summons, the Employer shall grant such employee time off for jury duty and will pay the employee the difference between his/her jury duty pay and the regular straight time hourly rate for the regularly scheduled hours of work for up to 20 work days in any calendar year.

ARTICLE 29 – BEREAVEMENT LEAVE

In the case of the death of a parent or legal guardian, brother, sister, husband, wife, domestic partner, child or step child, mother-in-law or father-in-law, grandparent or grandchild or a relative who is a member of the immediate household of the employee, members of the bargaining unit who have completed probation will be excused without loss of pay from day of the death to the day after the funeral, inclusive, provided the absence does not exceed 3 working days. Where travel distances exceed 250 miles, the employee shall be granted up to 2 additional days off, without pay, for travel or to attend to other funeral related matters. The Employer may request reasonable verification.

ARTICLE 30 – REPORT IN PAY

Section 1. Employees who report to work without having been notified that the operation is closed, shall be guaranteed either one-half their scheduled hours or pay in lieu thereof.

Section 2. Once employees begin their scheduled shift, they shall be paid for all hours worked, or one-half the hours in their regular shift, whichever is greater. When worked planned for the facility has been completed, the Employer may canvass employees by seniority to determine if there are volunteers to leave early in lieu of receiving the report in pay guaranteed by this Section. The Employer shall not place undue pressure on employees to volunteer. This section shall not apply in cases of fire, flood, natural disaster, utilities failure, or an Act of God.

Section 3. The decision whether an employee shall be excused or shall work will be at the discretion of management and shall be made on the basis of seniority.

Section 4. Employees called in from home to work extra time outside their regular hours, shall be guaranteed a minimum of 4 hours work or the pay equivalent thereto.

ARTICLE 31 - CHANGES IN HOURS

Section 1. In the event that the scheduled hours for a given classification are reduced, then the least senior employee in a given classification involved shall be affected first and so on. By mutual consent of the parties, all employees in a given classification involved shall be affected equally (i.e., hourly time shall be reduced in a like amount for each employee).

Section 2. In the event that the scheduled hours for a given classification are increased, then the most senior employee in a given classification involved shall be affected first and so on. By mutual consent of the parties, all employees in a given classification shall be affected equally (i.e. hourly time shall be increased in a like amount for each employee).

ARTICLE 32 – WELLNESS DAYS (Holidays and Sick Days)

Section 1. There shall be two types of Wellness Days: Accrued Days and Holidays.

Section 2. Accrued Wellness Days.

a) Full-time employees (regularly working 30 or more hours per week) will begin to earn wellness days on the first full month after hire, subject to the perfect attendance system outlined in Section 2 (c). New employees may begin to use wellness days after they have completed probation.

b) Eligible employees will earn one-half (½) day of “wellness” for each month of perfect attendance. Wellness days can be taken in one-half ½ day or one (1) day increments. Payment shall be based on an individual employee’s regularly scheduled hours and regular rate of pay.

c) Perfect Attendance:

1. Any unscheduled absence (excused or unexcused) will disqualify the associate from earning his/her ½ day for the month. An unscheduled absence is defined as any absence that has not been requested and approved 24 hours in advance.

2. More than two (2) unscheduled incidents of tardies or leave earlies, if not excused per Section 2, c)1 above in any 1-month period will disqualify the associate from earning wellness for the month. Failure to attend a mandatory meeting will count as one (1) incident of tardy or one (1) leave-early.

3. If an associate is absent from work and does not follow reasonable call-in procedures, the associate will not be paid wellness pay for that absence and will not earn another ½ day of wellness pay for that month.

4. Exceptions that will not result in disqualification include vacations, jury duty, funeral leave, FMLA leave, union leave, or approved wellness days scheduled in advance.

5. Employees will receive payment for any un-used wellness hours in the last pay check of the state fiscal year.

Section 3. Holidays:

a) All regular full-time employees of the bargaining unit shall be entitled to holidays each year, as enumerated in Appendix 1.

b) Employees shall be eligible for holiday pay upon completion of their probationary period. Employees must work their last scheduled shift prior to the holiday and their last scheduled shift after the holiday.

c) If an employee works a holiday they will be paid time and one half for the hours worked on the holiday and the holiday hours will be available as time off to be scheduled per the vacation article (Article 35 Section 2).

d) If an employee is not scheduled to work on the holiday, the holiday hours will be available as time off to be scheduled per the vacation article (Article 35 Section 2).

Section 4. Accrual Reports

The Employer shall provide employees with a report of their earned wellness days and any holidays which may be scheduled later at a minimum of once a month.

ARTICLE 33 - VACATION

Section 1. All full-time employees who have completed one year service shall be eligible for paid vacation. Employees shall be awarded vacation days on July 1 of each year based on the following formula:

Completed Years of Service	Weeks Vacation
1 year	1 week
2 years	2 weeks
8 or more years	3 weeks

Section 2. The following guidelines apply to the use of vacation:

1. Vacation may be scheduled at any time of the year. Vacation requests must be presented to the General Manager, in writing, 2 weeks in advance and must be approved before any vacation time can be taken. The General Manager will notify the employee within one week if the vacation request has been approved or denied. Vacations will be scheduled based on seniority.
2. Vacation cannot be carried over from year to year. Once scheduled by the Employee and approved by the Employer, a vacation shall not be canceled.
3. Vacation days shall be paid at the employee's regular rate of pay multiplied by their regularly scheduled hours.
4. Current and accrued vacation shall be paid out at the termination of employment provided a two-week notice has been given.
5. Vacation allotment will be reduced proportionately for time spent on leaves of absences of three (3) months or more.

Section 3. Accrual Reports

The Employer shall provide employees with a report of their vacation at a minimum of once a month.

ARTICLE 34 – UNIFORMS

The Employer shall supply employees with uniforms which must be worn every day as described in the Appendix. Uniforms will be replaced one-for-one on an as-needed basis. Employees are required to wear and provide their own slip resistant shoes. Employees must wear other clothing and footwear as determined by the employer.

ARTICLE 35 – TRAVEL ALLOWANCE

Any employee who is required to utilize their own vehicle, or is requested to perform work at another location, shall receive a mileage allowance at the rate of the prevailing IRS rate in effect, or be reimbursed the appropriate fee for use of public transportation, if necessary.

ARTICLE 36 - TRANSLATION/COPYING OF THE CONTRACT

The Union will pay to have this Agreement translated into languages agreed upon by the parties. The Employer will pay to have this Agreement printed, copied and distributed to all employees.

ARTICLE 37 – COMPLETE AGREEMENT

This Agreement, reached as a result of collective bargaining, represents the full and complete agreement between the parties and supersedes all previous agreements, whether written or oral, between the parties.

ARTICLE 38 – SEPARABILITY AND SAVINGS

Section 1. If any provision of this Agreement or any application of this Agreement to any employee or group of employees is held invalid by operation of law or by a Court or other tribunal of competent jurisdiction, such provision shall be inoperative but all other provisions shall not be affected thereby and shall continue in full force and effect.

Section 2. The parties agree to meet promptly to discuss the impact of the affected text in Section 1 above and to create new text as may be needed. Such discussions shall not “open” the Agreement during its term.

ARTICLE 39 – TERM AND RENEWAL

Section 1. This Agreement shall be in full force and effect as of July 15, 2008 and shall be in effect up to and including April 18, 2011. It is further agreed that neither the Employer nor the Union shall engage in a strike or lockout after the termination of this Agreement until at least 60 days after notice of intent to negotiate changes was provided to the other party.

Section 2. The parties shall enter into a written reaffirmation agreement 34 months after the effective date of this Agreement, if, in light of the conditions then existing, both parties believe it is appropriate to do so. The reaffirmation agreement shall reaffirm the terms of this Agreement for the balance of the duration of this Agreement. The reaffirmation procedure does not constitute a re-opener of this Agreement.

Section 3. If the Agreement terminates in accordance with Section 1 of this Article before the parties reach agreement on the terms of a successor collective bargaining agreement, there shall be a “Cooling-Off Period” during which neither party may engage in strikes, lockout, picketing, unilateral changes in the Agreement, or other economic weapons. This Agreement shall be extended for the duration of the Cooling-Off Period. During the Cooling-Off Period, the Employer and the Union will make every reasonable effort to negotiate and agree upon a successor collective bargaining agreement. The Cooling-Off Period shall be for a minimum of 60 days, unless extended by mutual agreement of the parties. Economic improvements contained in a successor agreement

that become effective upon the effective date of the successor agreement shall be retroactive to April 19, 2011 so that the employees do not suffer economic loss due to the Cooling-Off Period, unless the parties otherwise mutually agree.

SERVICE WORKERS UNITED

ARAMARK Healthcare Services LLP

BY: 

BY: _____

10/9/08

WITNESS:

WITNESS:

7. The parties agree that Union Dues enrollment cards, PAC cards, etc. shall be transmitted by fax to the designated Union office and the actual documents shall be onsite for pickup by the Union Builder.

In WITNESS WHEREOF, ARAMARK Healthcare Services LLP doing business at the Tewksbury Hospital in Tewksbury, Mass. And Service Workers United, UNITE HERE Local 2552/SEIU Local 2552, have caused this Agreement to be signed by their duly authorized representatives as of this 9th day of October, 2008.

SERVICE WORKERS UNITED

BY: 

Date

10/9/08

ARAMARK Healthcare Services LLP

BY: 

Date

10/10/08

APPENDIX 2 – PAC Authorization Card

SERVICE WORKERS UNITED

CHECK-OFF AUTHORIZATION FOR POLITICAL CONTRIBUTIONS FROM WAGES

I, _____ hereby authorize and direct the PAYROLL DEPARTMENT OF _____ (NAME OF EMPLOYER)

to deduct from my salary the sum of \$ _____ per week and to transmit that sum, divided in equal shares, to the Service Employees International Union Committee on Political Education (“SEIU COPE”) and the UNITE HERE TIP Campaign Committee (“UNITE HERE Committee”). I understand that (1) only U.S. citizens and lawful permanent residents who are Service Workers United members or Service Workers United executive or administrative staff, or their family members, may contribute; (2) contributing to SEIU COPE or UNITE HERE Committee is not a condition of membership in Service Workers United, the Service Employees International Union (“SEIU”) or UNITE HERE or any of their affiliates, and is not a condition of employment; (3) I may refuse to contribute without reprisal; (4) any guideline contribution amount proposed by Service Workers United, SEIU or UNITE HERE, including contributing to SEIU COPE and UNITE HERE Committee in equal shares as described above, are only suggestions, I may contribute more or less than that amount, and I will not be favored or disadvantaged by Service Workers United, SEIU or UNITE HERE because of the amount of my contributions or my decision not to contribute to SEIU COPE, UNITE HERE Committee or both; and (5) my contributions will be used for political purposes to advance the interests of the members of Service Workers United, SEIU and UNITE HERE, their families, and all workers, including support of federal and state candidates and political committees and addressing political issues of public importance.

NAME _____ SIGNATURE _____
(PRINT YOUR FULL NAME HERE)

SOCIAL SECURITY NUMBER _____ DATE _____

ADDRESS _____
(STREET) (CITY, STATE, ZIP CODE)

DEPARTMENT or SERVICE WORKERS UNION _____ POSITION _____