

AFFILIATION AGREEMENT
Between
SERVICE EMPLOYEES INTERNATIONAL UNION
And
WORKERS UNITED

This is an Agreement made by the Service Employees International Union (referred to as SEIU) and Workers United for the purpose of joining these labor organizations and setting forth the goals and understandings which have caused this affiliation. This Agreement with the attached addendum is the sole and complete agreement between the parties and is intended to provide the basis for permanent affiliation between the parties, and to be binding upon them and their successors until modified, amended, or terminated by mutual agreement of the parties, by the terms of this Agreement, or by operation of law. In the event of any conflict, this Affiliation Agreement and any amendments to it shall be superior to the constitution and by-laws of SEIU and any amendments thereto.

This Agreement shall become effective upon being approved by the Workers United General Executive Board, as authorized by the Workers United Convention, pursuant to the Constitution of Workers United and by the International Executive Board of the SEIU pursuant to its Constitution and by-laws.

[INSERT PREAMBLE]

ARTICLE I. GOALS: THE MUTUAL INTERESTS OF THIS CONTRACT

SEIU is an international labor union strongly committed to growth by expanding its traditional membership. SEIU is committed to this goal because it is a key to its other aims which are: 1) to establish a living wage, adequate benefits and healthful working conditions for workers in all fields; 2) to improve job satisfaction of SEIU members by winning greater involvement in decisions concerning the work and how it is done; and 3) working to improve conditions for all workers through political action; and 4) to organize the unorganized.

SEIU is organized around the principle of serving its members through supporting the efforts of its locals, and recognizing the need for those organizations to have freedom to make their own decisions.

Workers United is the successor to the International Ladies Garment Workers Union, the Amalgamated Clothing Workers of America, the Textile Workers Union of America, the Laundry Workers, and the Hat, Cap and Millinery Workers Union, representing a legacy of over 100 years of leadership within the American labor movement. Workers United values its freedom to control the decisions that affect its members locally, but believes it would benefit from the strategic partnership, security and solidarity which will derive from an affiliation with SEIU. It is the firm belief of both parties that the best way to create this solidarity is to begin with clear understandings and expectations. Therefore, this Agreement clearly defines the opportunities which Workers United will receive from SEIU as a result of this Agreement, and SEIU from Workers United, the security which affiliation will provide Workers United, the cost to Workers

United for these benefits, the protections to Workers United's independence, and the benefits to SEIU from this Agreement. Over time it is expected that through earned trust the relationship between SEIU and Workers United will grow and develop in many ways, but this Agreement will always provide the foundation on which the partnership is built.

ARTICLE II. NAME AND STATUS

A. WORKERS UNITED CONFERENCE

SEIU will charter the "Workers United Conference." All Workers United Locals and Joint Boards and Councils will be members of the Conference. The officers of Workers United elected at the founding convention of Workers United on March 21, 2009, or their successors under the Constitution of Workers United, will continue as officers of the Workers United Conference until the next election of officers for the Conference. The Conference will operate under a Workers United Conference Constitution as adopted by the March 21, 2009 Workers United Convention, as it may be amended from time to time, and the Workers United Conference will maintain its existing servicing of members and contracts. After the effective date of the affiliation, the Workers United Conference will not, outside of its area of exclusive jurisdiction, charter any new locals or revoke any charter without concurrence of the President of SEIU.

B. COMPOSITION OF CONFERENCE

The Workers United Conference shall consist of all affiliates of Workers United at the time of this Agreement and their successors and all local unions chartered by SEIU in the future in the jurisdiction of the Workers United Conference as set forth herein. SEIU local unions representing bargaining units composed of employees within the exclusive jurisdiction of the Workers United Conference shall be encouraged to transfer such units to Workers United Conference Joint Boards or Locals. The Workers United Conference and SEIU shall designate by mutual agreement which existing SEIU local unions shall be deemed to be included within the Workers United Conference.

C. SUCCESSORSHIP

The Workers United Local Unions and Joint Boards and Councils ("WU Affiliates") will continue as representative of and will be signatory to all collective bargaining agreements with whom Workers United has a bargaining relationship. The affiliation of Workers United to SEIU shall not affect, change or interrupt in any way the status of Workers United or the WU Affiliates as exclusive bargaining representatives of any employees. The Workers United Conference or WU Affiliates are the successor labor organization(s) for any agreements to which Workers United or WU Affiliates are parties and shall have rights as successors to Workers United or the WU Affiliates to the fullest possible extent. SEIU will assist in the defense of challenges to the representative status of any Workers United local union or Joint Board bargaining units that are lodged after the affiliation of Workers United with SEIU.

ARTICLE III SERVICES: THE HELP WORKERS UNITED CAN EXPECT FROM SEIU

SEIU maintains a large and skilled staff and has developed relationships with many types of consultants to provide services to the locals of SEIU. Having been recently founded, Workers United anticipates hiring a skilled staff who will service the locals and Joint Boards and Councils of Workers United. Workers United will advise SEIU of its hiring decisions after the date of this Agreement and Workers United will work with SEIU to blend services by mutual agreement. During the life of this Agreement SEIU promises to make available to Workers United at no cost all the services customarily provided to other locals and affiliated bodies from SEIU.

ARTICLE IV SECURITY: JURISDICTIONAL PROTECTIONS RESULTING FROM AFFILIATION

SEIU shall take all necessary steps, including legal, staff and financial assistance, to assist the Workers United Conference in protecting its jurisdiction, bargaining relationships, members and bargaining units against any and all challenge from other labor organizations, including any challenge arising from the affiliation with SEIU.

SEIU will assist in the defense of challenges to the representative status of any Workers United local union or Joint Board bargaining units that arise after the affiliation of Workers United with SEIU.

SEIU will at its own expense ensure that Workers United is provided full jurisdictional protection under the CTW and CLC Constitutions or such other organizations to which SEIU may affiliate.

Workers United in return promises that it will comply with the provisions of the CTW and CLC Constitutions as required by SEIU or such other organizations to which SEIU may affiliate.

Notwithstanding any of the above provisions, it is understood that the Workers United Conference is solely responsible for the legal expenses in any dispute arising from events that occurred prior to the effective date of this Affiliation.

ARTICLE V. FINANCIAL RESPONSIBILITIES - OFFICERS AND EMPLOYEES

The mutual commitments regarding financial matters are set forth on Exhibit A.

Upon the effective date of the affiliation of Workers United with SEIU, the Workers United Officers, and Staff designated by the Workers United Conference will continue their employment with the Workers United Conference. The Workers United Conference and its affiliates will continue to have the right to hire and fire all staff and set conditions, duties and places of employment in accordance with the Constitution of the Workers United Conference. In addition, the Workers United Conference and its affiliates shall be entitled to maintain all employee and membership benefits, at the discretion of the Conference, and to maintain, modify, terminate and otherwise manage all staff benefits and employee benefit or special

purpose funds, and make all other decisions about all of the terms and conditions of employment of any Conference or affiliate staff, officers or volunteer organizers.

Workers United will recognize FOUR as the collective bargaining representative for employees currently represented by FOUR and agree to the same terms currently in the FOUR contract for the employees in the Four bargaining unit, except to the extent the agree to modify that agreement to reflect the creation of Workers United.

ARTICLE VI. INDEPENDENCE: WORKERS UNITED RETAINS ALL ITS DECISION MAKING POWER

A. WORKERS UNITED CONSTITUTION

This Agreement constitutes SEIU's acceptance of the Workers United Conference's Constitution and By-Laws as it may be adopted and amended by the Workers United Conference for four years so long as it is not inconsistent with the terms of this Affiliation Agreement. This Agreement also constitutes Workers United's acceptance of SEIU's Constitution and By-Laws, as it currently exists, and as it may be lawfully amended, so long as not inconsistent with the terms of this Affiliation Agreement. The Workers United Conference shall promptly submit to SEIU copies of all amendments to the Workers United Conference's Constitution and By-Laws.

B. WORKERS UNITED PROPERTY AND ASSETS

The Workers United Conference and all of its affiliates shall retain all assets, real and personal property and property rights of any amount, nature or description whatsoever of the Workers United, and including any accretions, appreciation or additions in the value thereof and shall remain the property and assets of Workers United and its affiliates in the event of a disaffiliation from SEIU or a dissolution of SEIU. This affiliation of Workers United Conference with and into SEIU shall not affect, interrupt or change in any way the rights of Workers United or any of its affiliates to their assets and shall not impair the status of such organizations in any actions or proceedings, including proceedings to recover assets or any right, title or interest in any property including the ownership interest in 275 Seventh Avenue, NY, NY or arising from any instruments of any kind.

In addition, the parties recognize that Workers United is a successor to ACTWU, UNITE and UNITE HERE for purposes of Section 4(c)(i) of the Bank Holding Company Act of 1956, 12 U.S.C. § 1843(c)(i), and that Workers United and its affiliated Joint Boards and local unions shall be the sole owners of the shares of the Amalgamated Bank. Nothing in this Agreement or the Constitution and By-laws of the SEIU shall entitle the SEIU or any of its affiliates to any ownership or control of Amalgamated Bank, and such ownership and control shall be vested forever in Workers United and its affiliates. It is understood that Workers United will cause this Agreement to be reviewed by the Board of Governors of the Federal Reserve System, the Federal Deposit Insurance Corporation, and the New York State Banking Department (each a "Banking Agency" and collectively, the "Banking Agencies") and this Agreement shall be immediately terminated by Workers United if any Banking Agency objects to the provisions hereof or

concludes that this Agreement results in the violation of any statute or regulation enforced by them. The SEIU and Workers United shall promptly cause to be provided to each of the Banking Agencies a copy of this Agreement and any additional information requested by them. The SEIU and Workers United shall notify each of the Banking Agencies of any proposed change in the relationship of the parties hereto as contemplated herein in connection with the SEIU Convention in 2012, and such change shall not be effective unless and until the Banking Agencies have approved or indicated their non objection to the change.

Many of the affiliates of Workers United were previously affiliated with UNITE HERE and are participants in litigation known as Gillis v Wilhelm before the United States District Court for the Southern District of New York in which the Gillis Plaintiffs are seeking to protect the assets of the affiliates and obtain back from UNITE HERE the assets that were brought into the merger of UNITE and HERE by UNITE. The Wilhelm defendants have counterclaimed in this litigation to recover from the Gillis plaintiffs certain assets that are alleged to be the property of UNITE HERE. It is agreed that this Affiliation Agreement will not and is not intended to deprive the court in the Gillis v Wilhelm litigation of providing such relief to any party as the court may deem appropriate, subject to any rights of appeal.

C. DUES AND BUDGET

The Workers United Conference shall have authority to establish its own operating and investment budgets and to set its own dues structure and levels and SEIU waives any minimum dues requirements in its Constitution.

The Workers United Conference funds and revenues may be used to maintain Conference office space, retain Conference lawyers, consultants and other professionals, conduct Conference meetings, pay Conference Executive Board allowances and per diem, maintain health care coverage for Conference Executive Board members and individuals who are direct employees of the Conference and who are not SEIU employees, retirees and their surviving spouses and dependents of these various classes, continue existing subsidies to Workers United Conference Joint Boards or locals as needed, pay salaries of individuals who are direct employees of the Conference and who are not SEIU employees, maintain responsibility for all existing and contingent liabilities, debts, and other obligations and any other expenditures necessary to operate the Workers United Conference.

The Workers United Conference shall be entitled at its discretion to create, maintain, amend, modify or terminate any Special Purpose funds, including but not limited to, a Strike Fund, Defense Fund or Affiliate Assistance Fund and shall be entitled to use such funds at its discretion.

D. SEIU STATE COUNCILS

The Workers United Locals and Joint Boards and Councils will be responsible for any costs of affiliating with any SEIU State Councils operating in the geographic region in which they

are headquartered which shall occur as soon as practical, but in no case later than four years from the date of this Agreement.

E. GOVERNANCE

The Workers United Conference, as well as its affiliated Locals and Joint Boards and Councils, shall continue to be governed by the form and structures established in the Workers United Constitution, as it may be amended from time to time and SEIU agrees to waive provisions of its Constitution which would require the creation of different or more governing structures.

F. JOINT BOARDS AND LOCAL UNIONS

Workers United Affiliates shall retain their current constitutions and by-laws. SEIU waives the application of any provision of its Constitution which is inconsistent with the Workers United Affiliate constitutions. All Workers United locals and/or Joint Boards or Councils shall be granted (without fee) an SEIU charter and shall become an affiliate of the Workers United Conference and SEIU. If at any time, it should be determined by the Workers United Conference that a Workers United Conference Local or other affiliate should be merged with an SEIU local, the agreement of merger must be approved by the Workers United Conference and SEIU.

Affiliations and disaffiliations with and from Workers United Joint Boards shall be determined solely by the Workers United Conference.

The Workers United Conference affiliates shall continue to have full rights to hire and set all of the terms of employment of their own staff, and nothing in this Agreement is intended to limit or restrict that right. Those staff members retained by the Workers United Conference affiliates, as well as any it may hire in the future, are employees of the Workers United Conference affiliates and under their direction and control.

G. PROPERTY SERVICES DIVISION

SEIU and Workers United recognize that a major benefit of this affiliation is uniting the strength of workers in property services and many other related industries. SEIU currently has a Property Services Division, while the Workers United Conference has many workers in the same and similar industries. It is the goal of this affiliation to create, within one (1) year, a joint SEIU/Workers United Division containing all Property Services members of SEIU, and all the Workers United Conference members. This will require the creation of additional industry sector organizations, and a joint division leadership board.

In the first year, a joint Division Committee consisting of the members of the SEIU International Executive Board and the Workers United Conference Executive Board and other mutually agreed upon persons will meet quarterly to review and discuss the opportunities to unite our strength, integrate our work, and make recommendations on how

best to create a joint Division of both the Workers United Conference and the Property Services Division of SEIU within the SEIU constitutional framework.

H. WORKERS UNITED EMPLOYEE BENEFIT PLANS

All employee benefit plans sponsored by Workers United or any of its affiliates or in which employees or members of Workers United or its affiliates participate will continue to be sponsored by Workers United or those affiliates without interference by SEIU or its affiliates and the rights of Workers United or its affiliates with respect to those employee benefit funds will not be affected by this affiliation, this Affiliation Agreement or by the constitution of SEIU. The Workers United Conference shall continue to appoint trustees to the Death Benefit Fund and shall be the successor to UNITE or its predecessor unions, including the ILGWU for all purposes involving the Death Benefit Fund and any property owned by the ILGWU. The Workers United Conference shall also be entitled to appoint benefit fund trustees and to perform any other act it deems necessary or appropriate in connection with any Workers United sponsored employee benefit fund whether currently existing or established in the future including the National Retirement Fund and the National Health Fund, and also including any single or multi-employer trust funds in which members or staff of Workers United participate.

SEIU waives the obligation of Workers United Conference and its affiliates to participate in the Affiliates Pension Plan pursuant to Article XX of the SEIU Constitution and By-laws.

SEIU and Workers United Conference shall create a working group to determine how the various employee benefit funds that are related to each Union can be most effectively administered.

I. COLLECTIVE BARGAINING DECISIONS

The Workers United Conference or a Workers United-Conference Local or Joint Board or Council, as appropriate, shall retain sole authority to act as bargaining agent for the unit(s) it represents pursuant to applicable federal, state, provincial or local law. The Workers United Conference shall through its own processes decide what demands to make, how to pursue those demands and when and on what terms to settle. SEIU's only role shall be to provide service and support as requested. SEIU shall have no authority to require the Workers United Conference to engage in any work action such as a strike, but in the event Workers United chooses to engage in a strike, the Workers United Conference promises to provide notice to SEIU, as required by the SEIU Constitution. Any agreements between the Workers United Conference and employers shall be in the name of the Workers United Conference, Local or Joint Board or Council, an affiliate of SEIU. Workers United agrees to send SEIU copies of all labor agreements so that SEIU may maintain an up-to-date file for the benefit of all its members.

J. POLITICAL ACTIVITIES

Workers United retains all its right to endorse and support candidates, initiatives and legislative and political positions as, in its sole judgment, benefits its members for a period of four years. SEIU and Workers United shall endeavor to work together, to cooperate, and to act in

unison in promoting candidates and political positions for mutual benefit, and will seek to unify the political process during the first year of this Agreement. During the first four years SEIU shall have no right to require Workers United to take any political position. Workers United may create or maintain any political committee for providing support to local and state candidates but because of federal legal requirements, Workers United agrees not to maintain a Federal Political Action Committee (PAC).

K. MEMBERSHIP

The Workers United Conference shall determine eligibility for office within the Conference and its affiliates. The SEIU Constitution shall determine eligibility for SEIU positions, including delegates to the SEIU Conventions and eligibility to serve in International office and participate in the elections for International office.

L. ELIGIBILITY FOR UNION OFFICE

Workers United shall continue to determine eligibility for election to office in Workers United.

M. INTERNAL WORKERS UNITED DISPUTES

Workers United shall retain its right to adjudicate internal Workers United disputes.

N. WORKERS UNITED FINANCIAL REPORTING REQUIREMENTS

Workers United understands that SEIU has adopted policies on ethical practices and financial reporting, and agrees within four years to adopt such policies unless mutually agreed to otherwise, provided that they are consistent with the Code of Ethical Practices in the Workers United Constitution.

Workers United and its Joint Boards and Councils and Locals must provide their own audit or an annual financial statement in a timely fashion and provide for an SEIU audit from time to time to assure the financial agreements encompassed in this Agreement are satisfied. Such audits will be performed by SEIU's Audit Department at no expense to Workers United, or if Workers United prefers Workers United may select an independent auditor, acceptable to SEIU, who shall perform audit along SEIU's requirements. If Workers United makes this choice then Workers United shall bear all costs of this audit.

O. SUPPORT FOR OTHER SEIU LOCALS AND OTHER UNIONS

Workers United is encouraged to support economic or strike sanctions of other locals and other unions, but at no time will Workers United or its members be required to strike or take any other action in support of such activities.

P. ORGANIZING JURISDICTION

Workers United Conference shall have exclusive and/or concurrent jurisdiction as set forth below.

Exclusive: Workers United Conference shall have exclusive jurisdiction to organize in logistics, laundries, industrial, clothing, textile, warehouse, distribution and such other sectors as may be mutually agreed upon, subject to jurisdictional determinations in accordance with this Agreement. Questions involving exclusive jurisdiction between SEIU and the Workers United Conference shall be determined by utilization of the dispute procedure in this Agreement.

Concurrent: Workers United Conference shall have concurrent jurisdiction with other SEIU locals to organize in hotels, airports, multi-service, gaming, retail, food service and such other sectors as may be mutually agreed upon, subject to the jurisdictional determination in accordance with the SEIU Constitution and Bylaws. Questions involving concurrent jurisdiction between SEIU and the Workers United Conference shall be determined by utilization of the provisions and procedures in the SEIU Constitution and Bylaws.

In deciding questions of concurrent jurisdiction, the determination shall be guided by the principle of what best builds power and raises standards for the affected workers in the industry or industries involved.

Q. REPRESENTATION IN SEIU

Workers United shall be entitled to the following representation on the SEIU International Executive Board until officer elections at the next SEIU convention in 2012: one Executive Vice President, three Vice Presidents and two Board Members. These individuals shall be appointed by the Workers United Conference President within six (6) months of the effective date of the Affiliation Agreement. These Vice Presidents and Board Members are not covered by the SEIU IEB compensation policy due to alternative provisions in this Agreement.

R. TRUSTEESHIP AND MERGERS

Notwithstanding anything to the contrary in the SEIU Constitution now or as it may be modified in the future, no trusteeship for any reason whatsoever may be imposed, nor any reorganization or merger be implemented by SEIU, on any Workers United Conference affiliate without the consent of the Workers United Conference in accordance with its own Constitution.

It is further agreed that the charge and appeal process under the SEIU Constitution will apply to any charges against Workers United Conference officers, provided that the charge and appeal process will not be utilized by SEIU to gain control over any Workers United Conference affiliate and that any officers removed as a result of charges will be replaced in accordance with the Workers United Conference Constitution.

ARTICLE VII. SETTLEMENT OF DISPUTES BETWEEN SEIU AND WORKERS UNITED

Notwithstanding any provision of the SEIU Constitution and Bylaws, the only means of settlement of disputes concerning the interpretation, application, and enforcement of the terms of this Agreement for the first 4 years shall be as follows:

A. GOOD FAITH DISCUSSIONS

The parties shall meet and engage in good faith discussions in which each party shall attempt to share all information it has concerning the issue.

B. MEDIATION/ARBITRATION

If a dispute arises between the parties pertaining to jurisdiction as set forth in this Agreement, the application or interpretation of a specific provision of this Agreement or a document incorporated by reference thereto, such dispute shall be reduced to writing and referred by certified mail to the President of the Workers United Conference and/or the International President of the SEIU who shall directly or through their designees meet in an effort to resolve such dispute.

If the dispute is not resolved within thirty days of receipt of the notice of the dispute, either the President of the SEIU or the President of the Workers United Conference may submit the dispute to arbitration by serving a written request to arbitrate to **Bill Hobgood** as the permanent arbitrator, or such other individual as may be agreed upon by the parties. If the designated arbitrator is unable to serve, the parties shall agree on an alternative arbitrator.

The arbitrator fees and expenses shall be borne equally between the parties. The arbitrator shall have the right to subpoena witnesses and require the production of pertinent data at the request of either party.

Each party shall be responsible for compensating its own representatives and witnesses. The cost of a transcript shall be borne by the party requesting the reporter unless the parties agree to share such costs.

An arbitral matter must involve the meaning and application or interpretation of a specific provision of this Agreement or a document incorporated by reference thereto. The provisions of this Agreement and any other data incorporated by reference in this Agreement shall be the sole source of any rights which either party may assert in arbitration. The arbitrator shall have no power to amend, add to, subtract from, or change the terms of this Agreement, and shall be authorized only to interpret the existing provisions of this Agreement and apply them to the specific facts of the dispute. The decision of the arbitrator shall be based wholly on the evidence and arguments presented to him by the parties in the presence of each other. The decision of the arbitrator shall be final and binding on all parties to the dispute.

ARTICLE VIII. LAW

A. INTERPRETATION

All matters pertaining to the validity, application, interpretation and effect of this Agreement shall be interpreted in accordance with the principles of law arising under Section 301 of the Labor Management Relations Act, 29 U.S.C. Section 185.

B. COMPLIANCE WITH LAW

Both parties are committed to strict adherence to labor, anti discrimination, tax, campaign finance, and all other applicable state and federal laws. Workers United and SEIU are thereby mutually committed to carry out all the activities discussed in this Agreement so as to comply with all applicable laws. If either party believes the other is carrying out these activities in a fashion prohibited by law, then that party shall proceed under the terms of Article VII of this Agreement, and if the arbitrator finds such violation it shall be deemed a violation of this Agreement.

C. NO THIRD PARTY RIGHTS

This Agreement is not intended to create or establish rights of any parties other than Workers United and SEIU, and any case relating to the enforcement or interpretation of this Agreement may be brought only by the parties signatory hereto or their agents.

D. SEVERABILITY

In the event that any provision of this Agreement is held to be invalid in a final judgment by any court; by an arbitrator under Article VII of this Agreement; whether arising out of this Agreement or any other agreement which shall establish a precedent, such provision shall be severed from the Agreement and all other provisions of the Agreement shall remain in force. The parties shall meet and renegotiate any such provision within 90 days of the date of the applicable decision.

E. PUBLIC REVIEW BOARD

Workers United is applying to the PRB to accept jurisdiction over the Workers United Conference. SEIU and Workers United Conference agree that the Workers United Conference is subject to the continued jurisdiction of the Public Review Board in accordance with the Amended Final Notice of Dismissal as ordered in United States v. HEREIU, et. al., U.S.D.C., D.N.J., Civil Action No. 95-4596 (GEB), so long as the Public Review Board accepts such jurisdiction. However, nothing in this Agreement should be construed as SEIU's consent to extending the PRB's jurisdiction over SEIU apart from the Workers United Conference.

ARTICLE IX. ENTIRETY OF AGREEMENT

This Agreement is the sole and complete Affiliation Agreement between the parties, and no other is made. This Agreement shall inure to the benefit of and be binding upon any successors of the parties. It shall remain in effect for 4 years and thereafter, until and unless modified by the Parties.

ARTICLE X. EFFECTIVE DATE

This Affiliation Agreement shall become effective upon the acceptance of this Agreement by the Workers United General Executive Board and the approval of this Agreement by the SEIU International Executive Board of the SEIU, which has the authority to do so under the SEIU Constitution and Bylaws.

At least 90 days before the fourth anniversary of the effective date of this Agreement, the parties will engage in negotiations for a successor agreement.

ARTICLE XI. DISAFFILIATION

At any time no later than four (4) years after the effective date of this Agreement, the Workers United Conference shall have the right to review this Affiliation Agreement and to disaffiliate without cause from SEIU. SEIU will be given 90 day notice of any meeting at which Workers United will consider disaffiliation, and its representatives will have the right to address such meeting. In the event of a disaffiliation, the Workers United Conference and its affiliated Joint Boards and local unions shall be entitled to disaffiliate from SEIU with all of their assets.

ARTICLE XII MODIFICATION

This Agreement may be modified at any time by a written document executed by the Presidents of SEIU and the Workers United Conference and ratified by their respective Executive Boards.

Service Employees International Union

Workers United

By _____
Date

By _____
Date

Exhibit A

A. PAYMENTS TO SEIU: PER CAPITA TAX

Effective on the first day of the month following the approval of this Agreement by the parties, Workers United Conference will pay on behalf of its affiliated Joint Boards, Joint Councils and local unions monthly per capita tax to SEIU on each of its members as provided in the SEIU Constitution and Bylaws, Article XIII. This will include both General Fund and Unity Fund per capita totaling \$12.65 per member per month and such additional amounts as shall be properly adopted pursuant to the SEIU Constitution and Bylaws. SEIU will waive for 4 years requirements for COPE fundraising, but the parties agree to set as a goal that each Joint Board or Council and each Local meet the SEIU COPE standard.

B. REBATES

For the first two (2) months of the affiliation, SEIU will rebate to Workers United Conference the full amount of per capita paid in order to assist in funding the initial expenses of establishing the Conference.

Beginning on the 3rd month after the affiliation, SEIU will rebate to the Workers United Conference, up to the end of the 4th year after the affiliation, the sum of five dollars (\$5.00) per member each month, effective as of the first month for which per capita tax is paid to SEIU by Workers United Conference pursuant to this Agreement, and thereafter whatever sum is provided for under the SEIU Constitution and Bylaws, to be set aside for a Workers United Conference Unity Fund to be spent on Workers United major organizing campaigns in the discretion of Workers United.

To the extent permitted by law, SEIU will rebate to the UNITE HERE Conference any additional COPE money raised over the SEIU COPE Standard of \$6 per member per year or such other amount as may be determined by SEIU in the future.

For each of the first four years after this affiliation, SEIU will provide an additional organizing subsidy to the Workers United Conference of \$20.00 per member per year.

C. WORKERS UNITED CONFERENCE PRESIDENT

SEIU will reimburse the Conference for the salary and benefits costs and expenses of the Workers United Conference General President and such other officers as the parties shall designate at the same level as other SEIU Executive Vice-Presidents, except as otherwise set forth herein.