

**OPERATING AGREEMENT
COALITION OF AMERICAN RED CROSS UNIONS**

ARTICLE I NAME AND PURPOSE

Section 1: The Coalition of American Red Cross Unions (“Coalition”) is a federation of national and international unions (including their subordinate local union bodies representing American Red Cross employees) (“Coalition Unions” or “Member Unions”)

Section 2: The general purpose of the Coalition is to coordinate the negotiation and administration of the national collective bargaining agreement between the American Red Cross and Coalition Unions.

ARTICLE II MEMBER UNIONS

Section 1: The Coalition’s membership shall at all times be limited to exclusive representatives of American Red Cross (“ARC”) employees and their parent unions. As of the date of this initial operating agreement (OA), the following national and international unions, and their subordinate local union bodies, are members of the Coalition: American Federation of State, County and Municipal Employees, American Federation of Teachers, Communications Workers of America, International Brotherhood of Teamsters, International Union of Operating Engineers, Service Employees International Union, United Auto Workers, United Food and Commercial Workers, and United Steelworkers.

Section 2: Each of the Member Unions belonging to the Coalition is an autonomous organization governed separately by its own constitution and by-laws and internal rules. The Coalition shall not have authority or control over or responsibility for the internal governance of the Member Unions or their locals or constituent bodies. This OA does not amend the certification of representation or recognition of any Coalition Member Union.

Section 3: Other unions may be included in the Coalition, subject to approval of the Executive Board, provided such unions and/or their subordinate local union(s) represent American Red Cross employees and meet such other requirements as may be established by the Executive Board.

ARTICLE III GOVERNANCE

Section 1: There shall be an Executive Board which will have the power to govern the Coalition in accordance with this OA.

Section 2: The Executive Board shall develop appropriate structures, programs, committees, and activities to coordinate in the negotiation and administration of the national collective bargaining agreement between the Coalition and ARC and otherwise implement the National Partnership between the Coalition and ARC.

- Section 3: The Executive Board shall be comprised of one (1) Member from each National/International Union selected by their respective National/International Unions via an internal process of each Coalition Union's choosing. An Executive Board member shall serve until replaced by his/her National/International Union.
- Section 4: The Executive Board shall select a Chair who shall preside at meetings and coordinate activities between meetings. The Board shall select a Vice-Chair who shall serve in the absence of the Chair. The Chair and Vice Chair shall serve one-year terms and shall be eligible for reappointment.
- Section 5: The Executive Board shall seek to act by consensus. In the absence of consensus, each International/National Union will be allocated a number of votes based on its percentage of the total unionized bargaining unit members within ARC thirty (30) days prior to the vote. For example, if Union X represents a total of 500 unionized bargaining unit members in six bargaining units throughout the United States, that number would be divided into the total of all unionized members within ARC. If it is determined that on January 30, 2016, there are a total of 5,000 dues-paying unionized ARC workers, then Union X would be allocated 10 votes (i.e., 500 divided into 5000) or 10% of the total for the March 1, 2016 vote. However, the Executive Board may not obligate coalition member unions to any financial obligation, other than litigation fees and expenses incurred from enforcement of the national collective bargaining agreement, except by consensus.
- Section 6: The Executive Board may amend, supplement, or terminate the OA after providing no less than fourteen (14) calendar days notice by U.S. and electronic mail to each Executive Board member, provided, however, that the Executive Board may not amend Article III, Section 5 of the OA, except by consensus.
- Section 7: Membership in the Coalition is strictly voluntary, and the membership period will run concurrently with the current collective bargaining agreement. Therefore, if a Coalition member does not wish to renew its membership in the Coalition, then the member shall provide notice to ARC that it seeks to terminate the national agreement with the Red Cross pursuant to Article 24, Section 1 of the National Addendum; and provide written notice to the Executive Board at least sixty (60) days prior to the expiration date of the National Addendum of its intent to withdraw. The member must include a copy of its Article 24 notice to its request to withdraw from the Coalition to the Executive Board. The member shall pay its share of any outstanding expenses incurred or owed during the term of the national agreement. Notwithstanding the above, under no circumstances shall a Coalition member be permitted to withdraw from the Coalition and remain a party to the National Addendum between the ARC and Coalition of American Red Cross Unions.