

CONSTITUTION OF THE ALLIANCE OF HEALTH CARE UNIONS

As Amended December 17th, 2021

PREAMBLE:

The Alliance of Health Care Unions (“AHCU” or “Alliance”) comes together as a federation of international, national, local, and independent unions to coordinate and assist each other in collective bargaining with Kaiser Permanente and its related entities, to foster trade union solidarity, to improve the terms and conditions of employment of the employees the unions represent, and to engage in other lawful activities for the mutual aid and protection of the unions and their bargaining unit members.

ARTICLE I: NAME, MEMBERSHIP, PURPOSES, AND PRINCIPLES

Section 1. The name of this organization is Alliance of Health Care Unions.

Section 2. The Alliance is a federation of international, national, local, and independent unions. It is organized as an unincorporated association.

Section 3. Each member of the federation (“Member Union”) must either serve as the exclusive bargaining representative of employees of Kaiser Permanente or one of Kaiser’s related entities (collectively, “KP”), or be affiliated with a labor organization that serves as the exclusive bargaining representative of KP employees. If a labor organization is not itself the exclusive bargaining representative of KP employees, it can only be a member of the Alliance as long as its affiliate that is the exclusive bargaining representative of KP employees is a member of the Alliance.

Section 4. As of the date of adoption of this Constitution, the Alliance consists of the unions listed in Addendum 1 herein. In the future, the Alliance may decide to admit additional unions that will be subject to the terms and conditions of this Constitution.

Section 5. The general purpose of the Alliance is to improve the working conditions of the employees whom its Member Unions represent through collective bargaining and other activities for the mutual aid and protection of the Member Unions and the employees they represent. The Alliance has, as its general objectives, the betterment of the conditions of the employees the Member Unions represent, the improvement of the grade of their work products, and the development of a higher degree of efficiency in their respective occupations.

Section 6. The specific purposes of the Alliance are to: assist each Member Union to improve the welfare of the KP employees that it or its affiliate represents, coordinate worker organizing, collective bargaining, and related activities aimed at improving employees' working conditions; facilitate trade union solidarity and transparency among the Member Unions at all levels; foster democratic workplaces through union-management partnerships where workers and their unions are meaningfully involved in employer decision-making processes; maximize employment and income security for the KP employees that the Member Unions represent; improve the quality and affordability of health care; provide support and protection for each Member Union, including a defense against "raiding"; and engage in other lawful activities for the mutual aid and protection of the Member Unions and the employees they represent.

Section 7. The following are the foundational principles of the Alliance.

- a. To foster trade union solidarity between and among the Alliance's Member Unions and the employees they represent.
- b. To maintain transparency between all Member Unions concerning any Member Union's actions or activities that directly or indirectly affect the relationship of any other Member Union, the Alliance as a whole, or any employee represented by a Member Union, with KP. Such actions or activities that might affect relations with KP include, but are not limited to, collective bargaining, organizing, unit accretions, unit clarifications or re-definitions, political activities or voter initiatives, public policy advocacy, and protest activities.
- c. To mutually support one another and cooperate concerning such strategies, initiatives, programs, and processes that the Alliance may develop in accordance with the provisions of this Constitution.
- d. To adhere, in action and in spirit, to the terms of the balanced-representation structure of this Constitution by making all reasonable efforts to reach consensus for every decision made by the Alliance, and, when consensus cannot be reached, ensuring that decisions are supported by a broad cross-section of Member Unions and that they balance the interests of larger and smaller Member Unions so as to prevent any individual union or small subset of unions from dominating the Alliance or imposing their interests on other Member Unions.

Section 8. This Constitution is the governing document of the Alliance. The Executive Board may enact bylaws or other rules of internal governance that do not conflict with this Constitution.

ARTICLE II: CONDITIONS OF MEMBERSHIP

Section 1. Any international, national, local, or independent union that meets the terms of Article I is eligible for membership in the Alliance.

Section 2. As a condition of membership in the Alliance, each Member Union must commit itself to and abide, at all times, by the terms and conditions of this Constitution and the foundational principles of the Alliance.

Section 3. Each of the Member Unions belonging to the Alliance is an autonomous organization governed separately by its own constitution and other rules of internal governance. The Alliance shall not have authority over, control of, or responsibility for the internal governance of the Member Unions or their constituent bodies.

Section 4. Any Member Union may voluntarily withdraw from the Alliance at any time.

Section 5. The Alliance may admit additional members.

- a. Any request by a prospective Member Union to join the Alliance should be made to the Executive Director, who will promptly report the request to the National Steering Committee.
- b. The National Steering Committee may consider the request and solicit any additional information it deems pertinent to its evaluation of the request. If the National Steering Committee reaches consensus that the prospective Member Union should be admitted to the Alliance, the prospective Member Union will, at that point, become part of the Alliance. If the National Steering Committee is unable to reach consensus concerning the prospective Member Union's request, the request will be forwarded to the Executive Board for consideration if the National Steering Committee, pursuant to the voting procedures described in Article VI, Section 5, below, supports the prospective Member Union's admission. If the National Steering Committee does not support the admission of the prospective Member Union, the prospective Member Union's request will be denied and will not be forwarded to the Executive Board.
- c. Upon receipt of a request for admission of a prospective Member Union from the National Steering Committee, the Executive Board may request any further information it deems pertinent to its evaluation of the prospective Member Union's request. If the Executive Board reaches consensus to admit the prospective Member Union the prospective Member Union shall become part of the Alliance. If the Executive Board is unable to reach consensus concerning the prospective Member Union's request, the request will be forwarded to the International Presidents' Committee for consideration.

- d. Upon receipt of a request for admission of a prospective Member Union from the Executive Board, the International Presidents' Committee may request any further information it deems pertinent to its evaluation of the prospective Member Union's request. If the International Presidents' Committee reaches consensus to admit the prospective Member Union, the prospective Member Union shall become part of the Alliance. If the International Presidents' Committee is unable to reach consensus concerning the prospective Member Union's request, the request will be denied.
- e. No affiliate of a prospective Member Union is automatically entitled to admission to the Alliance if the prospective Member Union is admitted; the Alliance will evaluate each separate labor organization (e.g., international, national, local, or independent) seeking admission independently.

Section 6. The Alliance may expel or discipline one or more of its Member Unions. The failure of a Member Union to comply with its obligations under this Constitution, including but not limited to the requirements identified in Article I, Section 7, may be grounds for expulsion or corrective action short of expulsion. A charge to expel a Member Union or take other corrective action against a Member Union can be initiated by the assent of at least 35% of the Executive Board members. The Executive Board will notify the alleged offending Member Union of any such charge, investigate or designate a panel or sub-committee to investigate the charge, and conduct a hearing in which the charged Member Union may participate. Following the investigation and hearing, the Executive Board may expel or take other corrective action against a Member Union upon a vote of at least 75% of the Executive Board members. The charged Member Union may appeal any expulsion or other corrective action decision taken by the Executive Board against the charged Member Union to the International Presidents' Committee. Any decision by the International Presidents' Committee concerning such appeal must be supported by at least 75% of the International Presidents' Committee members; otherwise, the Executive Board's decision stands.

Section 7. The Alliance may adopt more detailed procedures that do not conflict with this Constitution, for decisions involving the admission of prospective Member Unions, or the expulsion, or corrective action short of expulsion of Member Unions.

ARTICLE III EXECUTIVE BOARD AND OFFICERS

Section 1. There shall be an Executive Board of the Alliance that will, subject to the terms of this Constitution and any duly-enacted bylaws or other written rules of internal governance of the Alliance, have the responsibility for the general governance of the Alliance and to manage the Alliance's business and affairs. All powers of internal governance not expressly reserved to the IPC, National Steering Committee, National Bargaining Committee, Bargaining Delegate Conference, the officers of the Alliance, or the Executive Director are reserved to the Executive Board.

Section 2. The Executive Board shall be comprised of one (1) representative from each "grouping" of Member Unions. A grouping will consist of all Member Unions affiliated with the same international or national union, as well as that international or national union itself if it is a Member Union. Member Unions that are independent unions or have no other affiliate in the Alliance will each have their own grouping.

Section 3. Each Executive Board member will be selected by the Member Union(s) that the Executive Board member represents. The term of office for Executive Board members shall be two (2) years and commence each January of even-numbered years. Executive Board members may serve multiple terms on the Executive Board. Any vacancy on the Executive Board will be filled by the Member Union(s) that was represented by the Executive Board member who vacated the seat. The term of an Executive Board member designated to fill a vacancy shall be that predecessor Executive Board member's unexpired term.

Section 4. The Executive Board may from time to time appoint subcommittees for specific purposes.

Section 5. The Executive Board may enact bylaws or other rules of internal governance that do not conflict with this Constitution.

Section 6. All Executive Board members shall make reasonably exhaustive efforts to make decisions by consensus. Unless otherwise expressly provided in this Constitution, any issue for which the Executive Board cannot reach consensus will, with support of 75% of the Executive Board members, be referred to the IPC for a final determination.

Section 7. The Executive Board shall elect the Alliance's officers each term. The officers' terms will coincide with the terms of the Executive Board members.

Section 8. The officers of the Alliance shall be Chair, Vice-Chair, Recording Secretary, and Treasurer. The officers shall have the power to:

- a. govern the Alliance between Executive Board meetings;
- b. based on the advice of the Executive Board, make recommendations to the IPC regarding the compensation of the Executive Director; and
- c. develop the annual budget of the Alliance with the Executive Director and designated staff and, to recommend the annual budget for final approval of the Executive Board.

Section 9. The Chair of the Alliance shall preside at meetings of the Executive Board, co-sign all checks of the Alliance, and carry out such other functions as may be assigned by the Executive Board.

Section 10. The Vice Chair, shall assist the Chair, carry out the duties of the Chair in his or her absence, carry out such other functions as may be assigned by the Executive Board, and be an alternate signatory of the Chair or Treasurer on all checks.

Section 11. The Recording Secretary, shall keep minutes or other records of all meetings of the Executive Board, and shall be empowered to certify as to such proceedings. The Recording Secretary will attend to the giving and serving of all notices of the Alliance and shall have charge of such books and papers as the Executive Board may direct, shall attend to such correspondence as may be assigned, and perform all the duties incidental to the office.

Section 12. The Treasurer shall be responsible for maintaining the Alliance's funds, books, records and accounts, co-sign all checks of the Alliance with the Chair, provide financial reports to the Executive Board and National Steering Committee, and carry out such other functions as may be assigned by the Executive Board.

Section 13. Any officer may be removed from that position by the vote of at least 75% of the Executive Board members. An officer vacancy occurring during the term of an office shall be filled by the remaining Executive Board members. The term of an officer designated to fill a vacancy caused by the resignation, death, or removal of an officer shall be that predecessor officer's unexpired term.

Section 14. The Executive Board may authorize one or more officers to take certain actions on behalf of the Alliance, or establish committees and delegate authority to such committees, provided that such authorization or delegation does not conflict with this Constitution or applicable law. All such assigned actions or committee tasks shall be expressly defined in advance by the Executive Board.

Section 15. The Executive Board will have regular meetings every quarter. The Executive Board may convene additional special meetings at the discretion of the Executive Director, the Chair, or on written request of a majority of the Executive Board Members. Written notice of any meeting shall be given at least fifteen (15) days in advance. With respect to special meetings, the notice must indicate the matters to be taken up at that meeting, and such meetings shall be limited to the matters set forth in the notice. Notwithstanding the foregoing, an Executive Board member may waive notice of any meeting of the Executive Board by submitting a written waiver, by making an oral waiver at the meeting, or by attending the meeting for any purpose other than to register an objection to lack of adequate notice. The presence of two-thirds of the Executive Board's members will constitute a quorum of the Executive Board for the transaction of business at a meeting. Notwithstanding the presence of a quorum at a meeting, any action for which consent of 75% of the Executive Board members is required (e.g., Article II, Section 6, Article III, Section 6, and Article III, Section 13, above, and Article XI, below) must be approved by 75% of all members of the Executive Board, rather than 75% of the Executive Board members present at a meeting at which a quorum is reached.

Section 16. Members of the Executive Board may participate in a meeting through use of conference telephone, electronic video screen communication or electronic transmission by and to the Alliance, as defined in sections 20 and 21 of the California Corporations Code. Participation in a meeting through use of conference telephone or electronic video screen communication constitutes presence in person at that meeting as long as all members participating in the meeting are able to hear one another. Participation in a meeting through use of electronic transmission by and to the Alliance, other than conference telephone and electronic video screen communication, constitutes presence in person at that meeting if both of the following apply: (a) each member participating in the meeting can communicate with all of the members concurrently; and (b) each member is provided the means of participating in all matters before the Executive Board, including, without limitation, the capacity to propose, or to interpose an objection to, a specific action to be taken by the Alliance. Confirmation of a vote may be communicated by facsimile or e-mail transmission.

Section 17. Any action required or permitted to be taken by the Executive Board may be taken without a meeting if all members of the Executive Board consent in writing to such action. Such action by written consent shall have the same force and effect as any other validly approved action of the Executive Board. All such consents shall be filed with the minutes of the proceedings of the Executive Board.

Section 18. The Alliance does not pay a salary or similar compensation for service to any officer or Executive Board member. The Alliance may adopt a policy providing for reimbursement of reasonable, approved expenses incurred by officers and Executive Board members on Alliance business.

Section 19. The Executive Board is vested with the authority to approve the Alliance's budgets. The Executive Board will take into account any recommendations by the National Steering Committee concerning the Alliance's budgeting priorities when the Executive Board adopts a budget. If the Executive Board is unable to approve a proposed budget for the Alliance by consensus, the budget will be referred to the IPC for a decision.

Section 20. The Executive Director or designee, together with the Treasurer, will provide reports to the National Steering Committee concerning the Alliance's finances at the National Steering Committee's regular meetings.

ARTICLE IV: INTERNATIONAL PRESIDENTS' COMMITTEE

Section 1. There shall be an International Presidents' Committee ("IPC") of the Alliance consisting of the highest-ranking officer of each international or national Member Union (or his/her designee), the President of the AFL-CIO (or his/her designee), and the Executive Director of the Alliance. The international or national union must itself be a member of the Alliance for its highest-ranking officer to serve on the IPC.

Section 2. The role of the IPC is to provide the Alliance with ongoing support from the respective international and national unions.

Section 3. The IPC shall have final authority on only those matters that this Constitution, or any duly-enacted future bylaws or other written rules of internal governance of the Alliance, expressly delegates to it. In addition to the responsibilities specified in Article II, Sections 5 and 6, the IPC shall have the responsibility to:

- a. hire and set the compensation of the Executive Director of the Alliance following a recommendation from the Executive Board concerning these issues;
- b. remove the Executive Director, provided, however, that if all Executive Board members reach consensus that the Executive Director should be removed, the Executive Director will be terminated without the need for review by the IPC;
- c. resolve all disputes concerning the jurisdiction of Member Unions to represent particular employees of KP, including the authority to determine how to remedy jurisdictional disputes; and
- d. make a final determination concerning all issues that have been referred to it by the Executive Board.

Section 4. The President of the AFL-CIO (or his/her designee) shall be the Chair of the IPC. The Executive Director of the Alliance shall be the Vice Chair of the IPC. Neither the Chair nor the Vice Chair shall vote on any decisions before the IPC. Likewise, neither the Chair nor the Vice Chair shall be counted for determining whether the IPC has (a) decided a matter

by a specified threshold of IPC members (e.g., 75% of the IPC's members, or consensus of the IPC's members) or (b) reached a quorum for a meeting; only voting members of the IPC shall count for those purposes.

Section 5. All IPC members shall make reasonably exhaustive efforts to make decisions by consensus, through a process that ensures the consideration of the interests of all Member Unions. Unless otherwise indicated in this Constitution, in the absence of a consensus, IPC decisions will be made by a vote of 75% of the members of the IPC.

Section 6. The IPC will conduct at least one regular meeting per year. Special meetings may be called by the Chair or by 35% of the IPC's members. Written notice of any meeting shall be given at least fifteen (15) days in advance. With respect to special meetings, the notice must indicate the matters to be taken up at that meeting, and such meetings shall be limited to the matters set forth in the notice. Notwithstanding the foregoing, an IPC member may waive notice of any meeting of the IPC by submitting a written waiver, by making an oral waiver at the meeting, or by attending the meeting for any purpose other than to register an objection to lack of adequate notice. The presence of 75% of the IPC's voting members will constitute a quorum of the IPC for the transaction of business at a meeting. Notwithstanding the presence of a quorum at a meeting, any action for which consent of 75% of the IPC members is required (e.g., Article II, Section 6, and Article IV, Section 5, above) must be approved by 75% of all voting members of the IPC, rather than 75% of the voting members of the IPC present at a meeting at which a quorum is reached.

Section 7. Members of the IPC may participate in a meeting through use of conference telephone, electronic video screen communication or electronic transmission by and to the Alliance, as defined in sections 20 and 21 of the California Corporations Code. Participation in a meeting through use of conference telephone or electronic video screen communication constitutes presence in person at that meeting as long as all members participating in the meeting are able to hear one another. Participation in a meeting through use of electronic transmission by and to the Alliance, other than conference telephone and electronic video screen communication, constitutes presence in person at that meeting if both of the following apply: (a) each member participating in the meeting can communicate with all of the members concurrently; and (b) each member is provided the means of participating in all matters before the IPC, including, without limitation, the capacity to propose, or to interpose an objection to, a specific action to be taken by the Alliance. Confirmation of a vote may be communicated by facsimile or e-mail transmission.

Section 8. Any action required or permitted to be taken by the IPC may be taken without a meeting if all voting members of the IPC consent in writing to such action. Such action by written consent shall have the same force and effect as any other validly approved action of the IPC.

ARTICLE V: EXECUTIVE DIRECTOR

Section 1. There shall be an Executive Director employed by the Alliance and appointed by the IPC following the recommendation of the Executive Board.

Section 2. The Executive Director shall be the principal and operational leader of the Alliance and shall have authority, responsibility, and accountability for the overall performance and administration of the Alliance as a whole, including, but not limited to:

- a. the day-to-day operations of the Alliance, conducted in accordance with the articulated objectives, policies, and programs of the Alliance;
- b. the hiring and managing of all staff of the Alliance, in consultation with the Executive Board;
- c. reporting to the IPC and Executive Board on activities of the Alliance at regular and special meetings of the IPC and Executive Board;
- d. the implementation and performance of all programs and initiatives of the Alliance;
- e. serving as the Vice-Chair of the IPC, Chair of the National Steering Committee, Chair of the National Bargaining Committee, and principal spokesperson for the National Bargaining Committee in collective bargaining negotiations with KP;
- f. assisting Member Unions with contract administration and enforcement of the National Agreement with KP, as appropriate;
- g. serving as an ex officio member of the Executive Board with voice but no vote; and
- h. serving as an ex-officio member of all other committees of the Alliance.

ARTICLE VI: NATIONAL STEERING COMMITTEE

Section 1. The Alliance shall have a National Steering Committee (“National Steering Committee” or “NSC”). The National Steering Committee’s function shall be to develop programs, bargaining strategies and objectives in conjunction with the Executive Board and the Executive Director, and contract enforcement strategies for the Alliance, and to coordinate the activities of the Alliance among and between its local and independent Member Unions. The National Steering Committee may also provide recommendations to the Executive Board concerning the Alliance’s budgeting priorities.

Section 2. Representation on the National Steering Committee will be determined in the following manner.

- a. Votes on the NSC will be apportioned based on each Member Union's international or national union affiliation, unless the Member Union is an independent union. The grouping concept introduced in Article III, Section 2 will be applied here for the purpose of allocating votes on the NSC.
- b. Each grouping of Member Unions is entitled to one (1) vote on the NSC per 250 KP bargaining-unit employees, or major fraction thereof, that the grouping as a whole represents, provided, however, that each grouping is entitled to at least one (1) vote on the NSC, and no grouping may have more than twenty-four (24) votes on the NSC. These numbers of votes, but not the minimum and maximum figures, will be adjusted on January 1 of each year based on the number of KP bargaining-unit employees that Member Unions represented as of October 1 of the preceding year, and whenever a new labor organization joins the Alliance, in which case the numbers of votes will be based on the number of KP bargaining-unit employees that Member Unions represented as of the date of the new labor organization's admission.
- c. Each grouping is responsible for determining how to allocate the grouping's votes among itself and which individuals will represent that grouping on the NSC for purposes of casting the grouping's allocated votes. The grouping may not cast any of its votes unless and until it reaches a decision on these allocation and representation issues. The Member Unions outside of the grouping, as well as the Executive Director, may reasonably rely on the representations of representatives of the Member Unions in the grouping regarding the grouping's allocation and representation decisions.

Section 3. The National Steering Committee will meet regularly at least three times per year. In addition to regular meetings, special meetings of the National Steering Committee may be convened by the Executive Director or the Chair of the Alliance, subject to the approval of the Executive Board or by written request of a majority of the National Steering Committee. Written notice of any meeting shall be given at least fifteen (15) days in advance. With respect to special meetings, the notice must indicate the matters to be taken up at that meeting, and such meetings shall be limited to the matters set forth in the notice. Notwithstanding the foregoing, an NSC member may waive notice of any meeting of the NSC by submitting a written waiver, making an oral waiver at the meeting, or attending the meeting for any purpose other than to register an objection to lack of adequate notice. The presence of individuals representing at least half of the total number of votes allocated to the NSC will constitute a quorum of the NSC for the transaction of business at a meeting. Notwithstanding the presence of a quorum at a meeting, any action for which consent of 75% or 50% of the total number of votes allocated within the NSC is required (e.g., Article II, Section 5(b), above, and Article VI, Sections 5 and 6, and Article XI, below) must be approved by 75% or 50%, respectively, of all votes allocated within the NSC, rather than 75% or 50%, respectively, of the votes represented at the meeting at which a quorum is reached.

Section 4. Members of the National Steering Committee may participate in a meeting through use of conference telephone, electronic video screen communication or electronic transmission by and to the Alliance, as defined in sections 20 and 21 of the California Corporations Code. Participation in a meeting through use of conference telephone or electronic video screen communication constitutes presence in person at that meeting as long as all members participating in the meeting are able to hear one another. Participation in a meeting through use of electronic transmission by and to the Alliance, other than conference telephone and electronic video screen communication, constitutes presence in person at that meeting if both of the following apply: (a) each member participating in the meeting can communicate with all of the members concurrently; and (b) each member is provided the means of participating in all matters before the NSC, including, without limitation, the capacity to propose, or to interpose an objection to, a specific action to be taken by the Alliance. Confirmation of a vote may be communicated by facsimile or e-mail transmission.

Section 5. All NSC members shall make reasonably exhaustive efforts to make decisions by consensus. On those rare occasions when there is no consensus, the NSC must meet two voting thresholds to decide any matter: (1) the matter must be supported by at least 75% of the total number of votes allocated within the NSC; and (2) the matter must be supported by greater than half of the NSC's groupings (as defined above). With respect to the second voting threshold, each grouping is responsible for determining whether it, as a whole, supports the matter up for consideration. If the grouping cannot agree on its position regarding the matter in issue within a reasonable amount of time, the grouping will have no vote on that matter for purposes of the second voting threshold.

Section 6. All matters for which the NSC is unable to reach a decision, except matters concerning amendments of the Constitution, may be referred to the Executive Board for a decision if at least 50% of the total number of votes allocated within the NSC approve of the referral.

Section 7. The Executive Director will ensure there is a written summary of all meetings of the National Steering Committee and copies of such summaries shall be furnished to all Member Unions.

Section 8. The National Steering Committee may designate Regional Steering Committees composed of the National Steering Committee members from each Region of KP. The National Steering Committee, Executive Board, and/or the Executive Director or his/her designee may convene a Regional Steering Committee meeting at any time, as appropriate.

a. The function of the Regional Steering Committees shall be to address Alliance matters relating to KP operations within their geographic areas, as determined by the National Steering Committee and the Executive Board.

- b. Each Regional Steering Committee shall designate a Chair of the Committee who will chair and coordinate the agenda of meetings of the Committee and who will work in coordination with the Executive Director and/or his/her designee. The Regional Steering Committee may define other duties and responsibilities of the Chair of the Committee.

ARTICLE VII: NATIONAL COLLECTIVE BARGAINING

Section 1. The Alliance shall coordinate and provide collective bargaining expertise (including technical and legal assistance and training as may be appropriate) in support of national negotiations with KP. All Member Unions agree to negotiate with KP concerning national bargaining issues exclusively through the Alliance.

Section 2. The following provisions of this Article presuppose that KP agrees to bargain for a uniform national collective bargaining agreement applicable to all Member Unions. In the event that KP refuses to bargain on that basis, the National Steering Committee will convene a meeting to discuss how the Alliance and its Member Unions should proceed regarding national bargaining issues and make recommendations to the Executive Board on that topic, and the Executive Board will make a final decision concerning the issue pursuant to the decision-making procedures described in Article III..

Section 3. Prior to the commencement of National Bargaining with KP, the Executive Board, the National Steering Committee, and Executive Director shall jointly develop a unified set of bargaining objectives that ensure the input of each Member Union.

Section 4. The Alliance will have a National Bargaining Committee (“NBC”) to bargain with KP concerning national issues. Representation on the National Bargaining Committee will be determined in the following way.

- a. Each Member Union is entitled to one (1) representative on the NBC per 1,500 KP bargaining-unit employees, or major fraction thereof, that the Member Union represents, provided, however, that each local, intermediate, or independent Member Union is entitled to at least one (1) representative on the NBC, and each international or national Member Union is entitled to at least two (2) representatives on the NBC. The number of representatives, but not the minimum figures, will be adjusted on January 1 of each year based on the number of KP bargaining-unit employees that Member Unions represented as of October 1 of the preceding year, and whenever a new labor organization joins the Alliance, in which case the number of representatives will be based on the number of KP bargaining-unit employees that Member Unions represented as of the date of the new labor organization’s admission.

- b. Each Member Union is responsible for determining which individuals will represent it on the NBC. Each grouping of Member Unions may reallocate the grouping's total NBC representatives among its attending Member Unions. All other Member Unions, as well as the Executive Director, may reasonably rely on the representations of representatives of the Member Union concerning the identity of the individuals who will represent the Member Union on the NBC.
- c. Only representatives appointed to the NBC are entitled to vote. Each such representative is entitled to a single vote. The representative must be physically present to vote.

Section 5. The Alliance will have a Bargaining Delegate Conference that as a whole is charged with recommending to each Member Union the ratification of any national bargaining agreement to which the National Bargaining Committee has tentatively agreed. Each Member Union may appoint five (5) representatives to the Bargaining Delegate Conference for every representative it has on the National Bargaining Committee. Only representatives appointed to the Bargaining Delegate Conference are entitled to vote. Each such representative is entitled to a single vote. The representative must be physically present to vote.

Section 6. After the National Bargaining Committee has reached a tentative agreement with KP concerning all national issues it desires to include in a national collective bargaining agreement, it will refer the tentative agreement to the Bargaining Delegate Conference for consideration. The Bargaining Delegate Conference will determine whether to recommend the tentative agreement for ratification to the Member Unions. If it makes such a recommendation, the tentative agreement will be put to the Member Unions for ratification. If the Bargaining Delegate Conference does not recommend the tentative agreement for ratification, the Bargaining Delegate Conference will refer the tentative agreement back to the National Bargaining Committee with a detailed explanation of its refusal to recommend the tentative agreement for ratification, and the National Bargaining Committee will continue bargaining with KP concerning national issues.

Section 7. Each Member Union is responsible for satisfying its own ratification requirements and procedures, if any.

Section 8. All members of the National Bargaining Committee and the Bargaining Delegate Conference, respectively, shall make reasonably exhaustive efforts to make decisions by consensus. On those rare occasions when there is no consensus, each body (i.e. the NBC and the Bargaining Delegate Conference) must meet two voting thresholds to decide any matter before it: (1) the matter must be supported by at least 75% of the representatives of the body; and (2) the matter must be supported by greater than half of the Member Unions represented by the body. With respect to the second voting threshold, each Member Union is responsible for determining whether it, as a whole, supports the matter up for consideration.

If the Member Union cannot agree on its position regarding the matter in issue within a reasonable amount of time, the Member Union will have no vote on that matter for purposes of the second voting threshold.

Section 9. All matters for which the NBC or the Bargaining Delegate Conference is unable to reach a decision may be referred to the National Steering Committee for a decision if at least 50% of the voting representatives present at the meeting at which the matter is raised vote in favor of the referral.

Section 10. The voting thresholds described in Sections 8 and 9 of this Article apply based on the total number of representatives of the respective body, and not merely on the number of representative in attendance at a meeting at which the matter is raised. If the voting thresholds are met, the matter will be decided irrespective of the number of representatives present at the meeting at which the matter is raised.

ARTICLE VIII: REVENUES AND EXPENDITURES

Section 1. The Alliance shall be funded by contributions from the Member Unions, in such amounts so as to fund the approved annual budget and specific approved projects and programs. Once the total contribution has been approved, the amount of the contribution made by each Member Union shall be proportional to the number of KP bargaining-unit employees it represents as of October 1 of the year preceding the applicable year of the budget. Other sources of income may be approved by the Executive Board.

Section 2: The Executive Board shall oversee all funds and spending of Alliance funds to ensure honesty and efficiency in the use of the Alliance's resources. Executive Board members, officers, and Alliance employees responsible for monies and property of the Alliance shall be bonded in accordance with applicable law and the Alliance shall pay all necessary bonding premiums.

Section 3. The Alliance's revenues and assets shall be used only to defray lawful and necessary Alliance expenses as approved by the Alliance. The Executive Board shall adopt and maintain appropriate policies and procedures regarding approval of expenditures, signatures of officers, and other safeguards.

Section 4. The fiscal year of the Alliance shall end on the last day of December in each year, unless the Executive Board shall provide to the contrary by resolution.

ARTICLE IX: NONPROFIT ACTIVITIES

This Alliance has been formed for the purposes described above, and it shall be nonprofit. This Alliance is not organized, nor shall it be operated, for pecuniary gain or profit and it does not contemplate the distribution of gains, profits or dividends and is organized solely for nonprofit purposes. None of its net earnings shall inure to the benefit of any Member Union of the Alliance, or any of the employees those Member Unions represent. Notwithstanding any other provision of these articles, the Alliance shall not carry on any other activities not permitted to be carried on by an organization exempt from federal income tax under Section 501(c)(5) of the Internal Revenue Code of 1986, as amended, or the corresponding section of any future federal tax code.

ARTICLE X: INDEMNIFICATION

The Alliance shall defend and indemnify an Alliance Executive Board member, officer, representative, or employee who is subjected to legal claims or proceedings as a result of his or her service or actions on behalf of the Alliance, provided, however, that this obligation shall not apply to claims or proceedings arising from the individual's gross negligence or breach of fiduciary duty owed to the Alliance, its Member Unions, or the employees they represent, to claims or proceedings brought by the Alliance against such individual, or to the extent the Alliance's defense or indemnification of the individual is otherwise prohibited by applicable law.

ARTICLE XI: AMENDMENT OF CONSTITUTION

After the initial Constitution of the Alliance is adopted by the initial Executive Board and IPC, this Constitution may be amended from time to time. The Executive Board will initiate any proposed amendments to this Constitution with a vote of at least 75% of the Executive Board members. Such proposed amendments will then be referred to the National Steering Committee for a final determination. The National Steering Committee may approve the proposed amendment pursuant to the same voting procedures described in Article VI, above.

ARTICLE XII: SEVERABILITY

In the event that any clause or provision of this Constitution is determined to be unlawful or unenforceable, in whole or in part, such clause or provision shall, in the jurisdiction in which and to the extent that it is unlawful or unenforceable, be considered severable from all other clauses and provisions of this Constitution and all other provisions of this Constitution shall remain in full force and effect.

AMENDMENTS

PROVISO I

Nothing in this Constitution shall be interpreted to require the Alliance or any of its Member Unions to act in violation of their commitments under the Constitutions of the AFL-CIO or Change to Win, as applicable.

PROVISO II

Neither the Alliance nor any of its Member Unions are obligated under this Constitution to provide a defense against the raiding of a Member Union if, pursuant to Article XX of the Constitution of the AFL-CIO, the raiding union has continuing representational rights with respect to the bargaining unit(s) that the raiding union targets in the raid.

ARTICLE XIII: ADOPTION OF CONSTITUTION

This Constitution was approved by the Executive Board and IPC on _____ as certified by the signatures of the Alliance officers below:

Dated

Kathleen Theobald
Chair of the Alliance

Dated

Denise Duncan
Vice-Chair of the Alliance

Dated

Rosie Gonzalez
Recording Secretary of the Alliance

Dated

Nate Bernstein
Treasurer of the Alliance