

**Constitution**

**and**

**By-Laws**

**Of**

**Local # 5107**

**The Health Professionals and Allied Employees**

*AFT/AFL-CIO*

Amended and ratified by the membership of Local # 5107  
Date: February 12, 2014

## **CONSTITUTIONS & BY-LAWS OF LOCAL #5107**

### **ARTICLE I. NAME:**

The name of this organization shall be the Health Professionals and Allied Employees, AFT/AFL-CIO, Local 5107.

### **ARTICLE II. OBJECTIVES:**

The objectives of this organization shall be as follows:

- A. To provide representation for all its members to bargain collectively with respect to wages, hours and working conditions of employment, to negotiate written agreements with employers relating thereto and to achieve benefits and working conditions at all levels commensurate with the skills and expertise required of its members.
- B. To seek appropriate recognition of the skills and training required of its members in all specialized skilled and allied occupations and to formulate and adopt such ethical practices and personnel requirements to elevate the status of all of its members.
- C. To achieve an optimal working environment through a more satisfied membership.
- D. To maintain and improve employment standards related to members and to critically examine and evaluate all new developments relating to their occupations and all legislation, which may have an effect upon the membership.
- E. To enable members to speak with a common voice on matters pertaining to their occupations and common interests.
- F. To engage in research and educational activities to promote a better understanding and advancement of this organization.
- G. To foster and develop harmonious relations with other labor organizations.
- H. To promote the health, wealth and safety of all members and to take such action as may be necessary to protect the interest of the organization and each of its members and affiliates.
- I. To engage in all other lawful and incidental activities and to take such other action as shall be necessary to effectuate the aforesaid objectives of this organization.
- J. To develop an effective channel of communication between the employer and our members.

### **ARTICLE III. JURISDICTION**

The jurisdiction of this Local # 5107 is the Health Professionals and Allied Employees at the Llanfair House, Wayne, New Jersey, 07470 and Wanaque Center, Haskell, New Jersey 07420, Visiting Nurse Association of Englewood/VNAHG, Englewood, NJ 07631 and Essex Valley Visiting Nurse Association/VNAHG, Newark, NJ 07103.

## **ARTICLE IV. MEMBERSHIP**

### ***Section 1. Qualifications***

- A. All health professionals and allied employees and any other employee in the health care field whose membership is not specifically prohibited by the Constitution and By-Laws of this organization shall be eligible for membership so long as they agree to abide by the Constitution and By-Laws. No person shall be denied membership on the basis of race, creed, color, sex, age, marital status, national origin or religion.
- B. All other groups who wish membership with HPAE may apply, in writing, to the HPAE Executive Council. This membership application may be subject to a membership vote for acceptance.

### ***Section 2. Dues***

All members shall pay an initiation fee and dues as set by the State Federation to the State Federation as determined by State Constitution and By-Laws.

### ***Section 3. Assessments***

A per capita assessment, in addition to dues, may be levied upon the membership of the amount and method of payment of such assessment has been approved:

- A. By a majority vote of its members in good standing at a regular or special meeting after reasonable notice of the intention to vote upon such a question.
- B. By majority vote of members in good standing in a membership referendum conducted by secret ballot.
- C. When an assessment is proposed by the Local Executive Council, or by action at a meeting of a local union, a notice shall be mailed to the members in good standing at least two (2) weeks in advance of the secret ballot vote on the issue.

### ***Section 4. Termination of Membership***

A member who remains in the jurisdiction of the Local and elects to resign membership shall follow the procedure set forth below:

- A.
  - (1) On an annual basis, a member may resign during the thirty (30) calendar day period next preceding the said member's anniversary of the most recent membership application. Such time period shall commence on the thirtieth (30) day preceding the anniversary date and shall terminate on the anniversary date of said membership application; or,
  - (2) In addition to provision A. (1) above, a member may resign during the first five (5) days of January each year, exclusive of holidays and weekends.
- B. All resignations must be accomplished in accordance with the procedure specified herein. Any resignation, which does not follow the procedure set forth herein shall be invalid and shall have no force or effect.

- (1) All resignations shall be in writing and shall be sent by registered mail only postmarked the dates set forth above.
  - (2) Such registered letter shall be sent to the main Union office and shall be addressed to the Local union's chairperson.
  - (3) Such registered letter shall clearly state the intention to resign. Such statement shall be accompanied by the said member's current address, work location and assignment. Such letter shall contain the signature of the member seeking to resign. Members seeking to resign may include reasons for resignation.
  - (4) All letters of resignation shall be accompanied by an authorization revoking the deduction of membership dues and the intent to no longer pay membership dues. Such letter of revocation of dues deduction authorization must also be sent to the said member's employer who makes such deductions at the same time such letter is sent to the Union.
- C. Any failure to fully comply with each and every element of the above procedure shall void the resignation effort and said resignation effort shall have no force or effect.
- D. Any member who resigns pursuant to the procedure set forth above shall not from that time forward be caused to bear any financial obligation, which is solely incidental to full union membership.

Any required financial adjustments shall be made as soon as possible.

***Section 5. Reinstatement of Membership.***

Reapplication for membership to this Local may be made at any time by submitting a new application which may include reasons for both resignation and reinstatement. Along with application for membership and payment of initiation fee as set forth in Section 2 of this Article.

**ARTICLE V. MEMBERSHIP MEETINGS:**

***Section 1. Regular Meetings***

Regular meetings of the general membership shall be held and as necessary as determined by the Local Executive Board of the Local.

***Section 2. Special Meetings***

A special meeting of members may be called at any time by the Local Executive Board of the Local or by written request of twenty-five (25%) percent of the membership. Only those items set forth in the notice of a special meeting shall be discussed and acted upon at such a meeting.

***Section 3. Notice***

Written notice of each meeting, regular or special, shall be mailed to each member and/or posted on an HPAE bulletin board no less than three days prior to the meeting. For regular meetings notification shall be given no less than 14 days prior to the meeting.

***Section 4 Quorums***

A quorum for the transaction of business at a Regular or Special Meeting shall be defined as follows:

- A. One-half (1/2) or more of the Local Executive Board plus a sufficient number of members so that the total number of officers and other members equals ten (10%) percent of the members in good standing.
- B. In the absence of a quorum, business may be discussed and minutes taken but no vote shall be taken on any issue.

**ARTICLE VI. OFFICERS**

***Section 1.***

The membership shall elect members to the following designated offices.

- President
- (3) Vice Presidents
- Secretary/Treasurer

The membership shall elect members to be designated as union representatives.

The officers and union representatives shall serve as delegates to the HPAE State Conventions and Special Conventions.

***Section 2. President***

The president shall be elected by the local's membership. It shall be the president's duty to administer the affairs of the Local and to execute policies established by the Local.

The President, or Local Executive Board designee, shall preside at all meetings of the membership and serve as ex-officio member of all committees, may appoint chairpersons of committees and shall discharge all duties incidental to the office of President. The President shall also serve as the Second Vice-President on the State Executive Council of the State Federation in accordance with the State Federation Constitution. The President shall be a delegate to the State and National Conventions.

***Section 3. Vice Presidents***

It shall be the Vice-Presidents' job to perform all duties of the Office of Vice President as determined by the Local Executive Board and may be adjusted and determined by the local executive board. Duties shall include but not limited to: coordination of the activities of the unit representatives and members at their worksite and serve as

chairpersons of designated committees.

One of the Vice-Presidents, determined by a vote at the Local Executive Board, shall serve as the Grievance Chair of the local. In addition to any other duties as determined by the Local Executive Board, the primary responsibility of the Grievance Chair will be the grievance handling for all bargaining unit members. The Grievance Chairperson will establish and train a grievance committee. In accordance with the State Federation Constitution the Grievance Chair will serve on the State Executive Council with the President of the Local.

#### ***Section 4. Secretary/Treasurer***

The Secretary/Treasurer shall keep or cause to be kept an accurate record of minutes of the meetings of the Local and shall give, or cause to be given, notices of all meetings in accordance with these By-Laws. The Secretary/Treasurer shall also keep the membership roster and any communications regarding same, and shall in general perform all duties incidental to the Office of Secretary/Treasurer.

The Secretary/Treasurer shall keep or cause to be kept an accurate record of all membership fees including but not limited to dues, initiation fees, assessments and shall in general perform all duties incidental to the Office of Secretary/Treasurer.

The Secretary/Treasurer shall supervise the maintenance and distribution of all funds of the Local and shall keep accurate and current records of such funds, shall work with the State Federation Treasurer in developing and implementing a budget and shall report regularly on the state of finances. All financial records pertaining to the local shall be kept on a permanent basis by the Secretary/Treasurer. The Secretary/Treasurer shall serve on the Budget Committee of the State Federation.

#### ***Section 5. Union Representatives***

The Union Representatives will provide a means of communication between the members and the elected officers of the Local will channel information to the appropriate place and will update bulletin board(s). The Union representatives will evaluate floor and unit needs that should be brought to the attention of the officers. Union Representatives shall be required to attend Local meetings.

#### ***Section 6. Local Executive Board***

The Local Executive Board shall be composed of the Local's officers.

Regular meetings of the Local Executive Board shall be held six (6) times a year and as necessary as determined by the Local Executive Board.

The Local Executive Board shall be the governing body of the Local in between membership meetings.

#### ***Section 7. Vacancies***

In the event that a vacancy occurs in any elected position due to change in status or otherwise, such vacancy shall be filled as soon as practicable in the following manner:

- A. President: the second Vice President shall cover the position until an election can be held of the membership.
- B All other officer vacancies: to be appointed by the President, with approval of the Local Executive Board.
- C Union Representatives: to be appointed by the President, with approval of the Local Executive Board.

***Section 8. Reimbursement for Union Business***

Any officer, representative or member who has lost time or expended monies to attend to duly authorized union business shall be reimbursed for such according to the Local's Rebate Policy and State Policy.

***Section 9. Term Of Office***

Term of office shall be in conjunction with the State Federation Constitution and for up to two (2) years.

***Section 10. Performance of Duties***

Each officer has the responsibility to insure that the other officers are performing their roles and duties as outlined in this Constitution.

**ARTICLE VII. COMMITTEES**

***Section 1. Appointment, Number and Term***

The committee of the Local shall be standing or special committees. Each standing committee shall consist of no less than two (2) active members. The committee chairperson shall be appointed by the Co-Presidents of the Local, the committee members by the chairperson of the committee, all subject to the approval of the Executive Board. Each standing committee member's term shall be concurrent with the local's term of office. Each standing committee shall hold meetings as designated by the committee chairperson. Each standing committee chairperson all report directly to the Co-Presidents.

***Section 2. Standing Committees***

- A. Grievance Committee.

This committee shall hear and investigate all complaints and grievances and shall recommend to the general membership such actions, as it deems necessary. The Grievance Chairperson shall chair this committee. The other members of this committee shall be the Union Representatives.

- B. Committee on Political Education (COPE)

This committee shall be responsible for following legislation and political activity that may have an impact on the Local and its members. The committee shall participate on

the State Federation's COPE committee. The committee will make recommendations to the Local Executive Board regarding the Local's participation in legislative and political issues. The committee will coordinate community education and outreach on these issues. The committee will coordinate activities around issues during an election

### ***Section 3. Special Committees***

Special Committees may be appointed by the Co-Presidents with the approval of the Local Executive Board for such special tasks as warranted. Special committees shall be limited to the activities necessary to accomplish the tasks for which they were created and upon completion of such tasks, shall be discharged.

#### ***A. Committee on Negotiations.***

This Committee shall investigate and formulate proposals desired by the membership as a basis for entering into negotiations with the Employer. The Co-Presidents of each facility shall chair this committee for their respective facility. The Co-Presidents of each facility will determine the number of committee members. The committee will bargain in good faith as representatives of the membership and shall have the authority of the membership to negotiate a contract, which it shall present for ratification to the general membership. Members from each facility will vote for only their own contract.

In the event a satisfactory tentative agreement between the negotiating committee for the Local and the employer is not reached, the membership of the Local may consider and authorize actions, which are not in conflict with this Constitution and By-Laws.

#### ***B. Committee on Nominations and Elections.***

This committee will be composed of members in good standing that shall formulate all the rules and procedures for the conduct of elections. No member of this committee can also be a candidate in an election while the member is serving on the Nominations Committee.

#### ***C. Constitution and By-Laws Committee.***

This committee shall be responsible for reviewing, interpreting and evaluating the need for amendments to the Constitution and By-Laws.

## **ARTICLE VIII. STRIKES AND JOB ACTIONS**

### ***Section 1. Local Membership Authorization***

A Local membership may utilize job actions or other concerted activity including but not limited to a strike as a means of resolving deadlocked negotiations or other disputes provided the procedures outlined in Article VIII, Section 2 have been followed.

### ***Section 2. Voting Procedures***

- A. The decision to engage in a job action or other concerted activity must be authorized by the Local membership involved through a simple majority of votes cast by secret ballot. The membership from each facility may act independently from each other.

- B. The decision to engage in a job action or other concerted activity will be limited solely to those members who are employees of the particular institution or employer in question
- C. Notice, by mail and by posting, shall be given to all eligible members at least three (3) days prior to the vote, if time permits
- D. Voting will be conducted by secret ballot and, if time permits, by mail. Only those mailed ballots received at the time of the vote shall be counted with those ballots cast in person

**ARTICLE IX. RATIFICATION OF CONTRACT**

The ratification of a negotiated Collective Bargaining Agreement will be accomplished:

- A. Upon tentative Agreement, a general membership meeting will be scheduled.
- B. By secret ballot, a majority of ballots cast in favor shall be required to ratify any tentative Agreement arrived at by the negotiations committee.

**ARTICLE X. OFFENSES, DISCIPLINE AND HEARING**

*Section 1. Offenses.*

It shall be an offense against the *Local* for any member to commit any acts which are seriously detrimental to the union including but not limited to the following:

- A. For any member to knowingly make any false statements or misrepresentations in or in connection with said member's application for membership.
- B. For any member to knowingly violate or to conspire or attempt to violate the Constitution and By-Laws of the organization, any laws promulgated thereunder or any lawful order of the Executive Council of the State Federation.
- C. For any member to knowingly work for an employer against whom a strike has been called, unless supported by membership vote.
- D. For any member to interfere with the performance of legal or contractual obligations of the Union or its affiliates, or the officers thereof ---or to commit a crime or defalcation against the union.
- E. For any member to commit or to conspire, incite or attempt to commit violence against any other member

*Section 2 Disciplines.*

- A. The term "discipline" when used in this Article shall include suspension or removal from office, disqualification to run for office, suspension or expulsion from membership.

- B. In addition, the penalty for any violation resulting in a wrongful loss of property or money to any individual or the union may include a provision for reimbursement to the body suffering the loss.

***Section 3. Charges.***

- A. Charges against a member of the Local for any violation of the provisions of this Constitution and By-Laws must be made in writing, signed by the members making such charges and presented to the Local Executive Board within six (6) months of the occurrence of the offense or knowledge of occurrence of the offense.
- B. In the case where charges are filed against an officer, such charges will be presented to the highest ranking officer who is not named in the charges.
- C. The officer receiving such charge will forward a copy to the member or officer cited by registered mail to the last known address of the charged party. A copy of such charge shall be forwarded to the Executive Committee and Co-presidents.

***Section 4. Investigation and Dues Process***

- A. Within a thirty (30) day period of time of the mailing of the charge, a hearing will be scheduled. All parties will be notified of such date, time and place by mail.
- B. An Investigation Committee will be formulated comprised of Local representatives, and/or members not to exceed five (5) in number, and appointed by the Executive Committee of the State Federation.
- C. The charged party may challenge any member of the Investigation Committee because of interest or bias by submitting a challenge in writing to all members of the Investigation Committee and to the Executive Committee of the State Federation. If any challenged member does not request to be excused, the appointing authority shall review the merits of the challenge and, where claim of interest or bias is sustained, shall cause the member to be relieved of serving. In the event a vacancy occurs because of a request to be excused or because of removal for interest or bias, such vacancy shall be filled by appointment from the Executive Council of the State Federation in accordance with this Article.
- D. Either party may choose any other member, and interested third party, or attorney to represent said member at the hearing.
- E. If insufficient evidence is presented against the charged party, the Investigation Committee shall dismiss the charge.
- F. If the charged party does not appear, the Investigation Committee nevertheless may, if presented with evidence sustaining the charge, make a finding of guilt and impose a punishment.
- G. The Investigation Committee may postpone the hearing for good cause shown.

- H. The burden of proof is on the charging party. Decisions shall be based only upon facts presented to the Investigation Committee during the proceedings and a finding of guilty shall only require a preponderance of the evidence.
- I. A stenographer may be present if requested by either party, seven (7) days prior to the hearing. The party requesting a transcript will assume the costs and will provide a copy to the other parties.
- J. The Investigation Committee will determine the truth of the charges by majority vote and will announce its verdict and punishment at that time. A report will be prepared within fourteen (14) days thereafter and sent by registered mail to the parties involved.
- K. Parties not complying with a verdict and punishment within thirty (30) days of receipt of notice thereof shall be expelled from membership. However, if an appeal has been instituted during that thirty (30) day period, punishment shall not be imposed pending determined of the appeal.
- L. Any disciplinary action taken by the Local maybe appealed to the Executive Committee, in writing by certified mail within thirty (30) days of the verdict or within such time and in such manner as designated by the Executive Committee.

***Section 5. Authority***

- A. Locals have the option to refer charges initiated at the local level to the Executive Committee for appropriate action. In addition, the Executive Committee may exercise any independent jurisdiction it may maintain under its By-laws or Rules as they concern disciplinary or membership matters.
- B. Nothing contained herein shall be in conflict with the State Constitution and By-Laws.

**ARTICLE XI. AMENDMENTS**

This Constitution and By-Laws may be amended by a vote of two-thirds (2/3) of those members voting in person or by mail ballot at any regular or special meeting provided that at least two (2) weeks in advance of any proposed amendment each member has been notified in writing or such topic has been posted.

**ARTICLE XII. SAVINGS CLAUSE**

If any provision of this Constitution and By-Laws is found to be invalid, such invalidity shall not impair the validity and enforceability of the remaining provisions of this Constitution and By-Laws.

Amended and ratified by the membership of Local 5107  
Health Professionals and Allied Employees, AFT/AFL-CIO  
Date: February 12, 2014