

**CONSTITUTION  
AND  
BY-LAWS  
of  
LOCAL #5105**

**The Health Professionals and Allied Employees**

Ratified by membership of Local 5105

July 11, 2011

AFT/AFL-CIO

Article	Topic	Description
III	Jurisdiction	Updated to include any healthcare workers in Virtua Health or its successors. Does not interfere with other unions at Virtua
IV	Membership	Members convicted of a crime against the union may be expelled and barred from running for union office. Added definition of good standing from State Federation Bylaws Combines the sections for dues and assessments Clarifies ability to remain a member through membership-at-large Clarifies difference between membership resignation, revoking dues, and fees for continue cost of representation process. Provision of signed membership application prevail for revoking dues authorization
V	Meetings	Moved LEB Meetings to new LEB Article
VI		Creates a new article for Election of Officers. Lists officers to be elected, now includes grievance chair Allows for additional VPs to be added in the event Local Union organizes additional bargaining units. Makes the term of office three years instead of two starting in 2024 to coincide with the HPAE Convention and delegate election Establishes timetable for election Revises eligibility for office Creates Election Committee and defines roles and authority. Establishes procedures for nomination, voting, and objections. Amends process to fill vacancy of officers
VII	Duties of Officers	Moves the definition of the Local Executive Board to a separate article. Removes the Vice President for CNS. Now only one VP unless new bargaining units are added. Ranks the officers for standing at HPAE and AFT convention Moves Representatives to separate Article Moves Vacancies, Term of Office, and Eligibility to Article for Election of Officers. Moves Reimbursement for Union Business and Performance of Duties to Article for Local Executive Board.
VIII	Local Executive Board	Creates separate Article for definition of Local Executive Board. Adds section for LEB meetings and established a quorum.

Election of Officers (New)

		<p>Allows for meeting by tele-conference and video conference.</p> <p>Allows LEB to establish rules for electronic voting between meetings</p> <p>Adds Reimbursement for Union Business and Performance of Duties from previous Article.</p>
IX	Unit Representatives	<p>Creates separate Article from previous article.</p> <p>Clarifies roles and responsibilities of Unit Reps.</p> <p>Amends eligibility to serve as a Unit rep.</p> <p>Clarifies authority of LEB to remove Reps.</p>
X	Committees	<p>In the event new bargaining units are added, allows for separate Negotiations Committees if necessary.</p> <p>Establish rules for Negotiations Committee within a potential separate bargaining unit</p>
		<p>All subsequent Articles will be renumbered accordingly</p> <p>Update formatting of numbering and lettering for consistency</p>

## Summary of Amendments to HPAE Local 5105 Constitution and Bylaws

### **ARTICLE I. NAME**

The name of this organization shall be Health Professionals and Allied Employees, AFT/AFL-CIO, Local # 5105.

### **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 the employer relating thereto and to achieve benefits and working conditions at all levels commensurate with the skills and expertise required of its members.
- B. To maintain and improve employment standards related to members and to critically examine and evaluate all new developments relating to their professions and all legislation which may have an effect upon the membership.
- C. To enable members to speak with a common voice on matters pertaining to their professional and common interests.
- D. To collaborate with other labor organizations and the community to promote awareness of issues of mutual concern.
- E. 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.
- F. To seek appropriate recognition of the education and skill required of its members in all specialized professional and allied occupations and to formulate and adopt such ethical practices and personnel practices to elevate the status of all members.
- G. To develop and maintain a communication network to adequately inform the membership of common concerns, benefits and opportunities in an efficient and timely fashion.
- H. To ensure that high standards of care are maintained and that opportunities for professional advancement are offered to members.
- I. To ensure equal treatment for the membership without regard to race, religion, creed, gender, color, sexual orientation, nationality, or age; and to protect the membership from discrimination in these areas.
- J. To encourage the widest participation of members so that the Local's leadership bodies and activities adequately represent and reflect the full range and diversity of members' views, interests and concerns.
- K. 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.

## ARTICLE III. JURISDICTION

The jurisdiction of Local 5105 shall include all health professionals and allied employees at Virtua ~~Health Memorial and Virtua CNS~~ or any such successor, but excluding any certified collective bargaining units not represented by Local 5105.

## ARTICLE IV. MEMBERSHIP

### Section 1. Qualification

- a. All employees who are within the jurisdiction of Local 5105 shall be eligible for membership so long as they agree to abide by the constitution and bylaws. No person shall be denied membership on the basis of race, creed, color, gender, sexual orientation, age, marital status, political beliefs, national origin or religion.
- b. All other individuals who wish membership with HPAE may apply, in writing, to the Executive Board of Local 5105. This membership application is subject to a ~~[membership vote for acceptance]~~ vote of the LEB for acceptance and approval by HPAE State Executive Council.
- a. If any person is convicted of a crime against the union, such conviction shall be cause for expulsion from membership and/or disqualification from union office.

### Section 2. Definition

A member in good standing is one who:

- a. Has submitted an application for membership on a form provided by the Union;
- b. Has remitted the appropriate initiation fees and membership dues directly to the State Federation; or has authorized their Employer, pursuant to the applicable collective bargaining agreement, to deduct appropriate initiation fees and membership dues from his/her paycheck in accordance with applicable laws;
- c. Otherwise fulfills the qualifications of membership in accordance with these Bylaws and the Constitution of the State Federation.

### Section ~~[2]~~ 3. Dues and Assessments

- a. 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]~~

- b. A per capita assessment, in addition to dues, may be levied upon the membership if the amount and method of payment of such assessment have been approved.
  - i. By a majority vote of its members in good standing present at a regular or special meeting after a reasonable notice of the intention to vote upon such a question.

- ii. By a majority vote of members in good standing in a membership referendum conducted by secret ballot.
- c. When an assessment is proposed by the ~~[Local]~~ State Executive Council, or by action at a meeting of ~~[a local union]~~ the Local Executive Board, a notice shall be mailed to the members in good standing at least two weeks in advance of the secret ballot vote on the issue.

**Section 4. ~~[Maintenance of Membership]~~ Membership-at-Large**

A member who leaves the jurisdiction of this local may resign as a ~~[n-active]~~ member in good standing. ~~[Arrangements may be made to maintain an inactive membership status through the State Federation.]~~ Application may be made to the State Federation for member-at-large status, in accordance with the Constitution of the State Federation.

**Section 5. 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. A member who remains in the jurisdiction of the Local and elects to resign membership shall submit in writing to the HPAE Secretary/Treasurer, by email, fax, or letter, a statement expressing the desire to resign his/her union membership.
- b. Withdrawal of authorization for the deduction of dues shall be in accordance with applicable laws or the terms of the agreement between HPAE and the member as written on the signed membership/dues authorization card or equivalent document.

~~A.—(1) On an annual basis, a member may resign during the thirty calendar day period next preceding the said member’s anniversary of the most recent membership application. Such time period shall commence on the thirtieth 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 days of January each year, exclusive of holidays and weekends.~~

~~B.—All resignations must be accomplished in accordance with the procedure specified herein.~~

- ~~1.—All resignations shall be in writing and shall be sent by registered mail only, postmarked on the dates set from above.~~
- ~~2.—Such registered letters shall be sent to the main HPAE office and shall be addressed to the Local Union’s President.~~
- ~~3.—Such registered letters shall clearly state the intention to resign. Such statements shall be accompanied by the said member’s current address, work location and assignment. Such letters 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 dues and the intent to no longer pay membership dues. Such letters 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 letters 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.~~

c. ~~[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 for non-collective bargaining activity as per the law. Any required financial adjustments shall be made as soon as possible.

## **Section 6. Reinstatement of Membership**

Reapplication as a member in good standing to this Local may be made in accordance with the Constitution of the State Federation. ~~[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 the application for membership, payment of dues and initiation fees as set forth in Section 2 of this article shall be included.]~~

## **ARTICLE V. MEETINGS**

### **Section 1. Regular Membership Meetings**

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

### **Section 2. Special Membership Meetings**

A special meeting of members may be called at any time by the Local Executive Board or by written request of 25% of the membership. Only these 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. Open and Closed Regular or Special Meetings**

Each meeting, regular or special, shall be restricted to members only unless otherwise state on written notice. Determination for an open meeting is to be made by the Local Executive Board or by written request of 25% of the membership.

### **Section 5. Quorum**

A quorum for the transaction of business at a regular or special meeting shall be defined as follows:

- a. One half or more of the Local Executive Board plus a sufficient number of members so that the total number of officers and other members equals 10% 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.

~~[Section 6. Local Executive Board Meetings] [Note: moved to Article VIII. Local Executive Board, Section 2]~~

~~[Regular meetings of the Local Executive Board will take place bimonthly. Additional meetings may be scheduled as necessary by the President.]~~

## ARTICLE VI. ELECTION OF OFFICERS [Note: Insert New Article]

Elections shall be conducted in accordance with this Local Constitution, the HPAE State Federation Constitution, the AFT Constitution, and the standards set out by the Labor-Management Reporting and Disclosure Act (LMRDA).

### Section 1. Officers

- a. Officers shall be elected in August of even years. Terms of office shall be two (2) years. The organization will elect the following officers:
  - President
  - Vice-President(s)
  - Secretary/Treasurer
  - Grievance Chair

Effective in 2024, officers shall be elected in August every three years prior to the HPAE State Federation Triennial Convention. Terms of office shall be three (3) years.

- b. The Local Executive Board shall admit new Bargaining Units as they are organized or affiliated. Once admitted to the organization, new Bargaining Units shall be entitled to representation on the Local Executive Board. Each additional bargaining unit shall be entitled representation of one Vice-President.
- c. The membership may elect additional members to serve as delegates or alternates to the HPAE State Convention, Special Conventions, and the AFT Convention if so allocated in accordance with the HPAE State Federation Constitution and the AFT Constitution.

### Section 2. Eligibility for Office

- a. To be eligible for office a person must be a member in good standing of the organization for a period of six months prior to the date of the election.
- b. To be eligible for office as a Vice President, a member must meet all other qualifications for office under this Article and must be employed in the bargaining unit for which they are seeking office as Vice President.



- c. Members running for election to serve as a Vice President for a bargaining unit that has been affiliated with the organization for less than six (6) months prior to the opening of nominations shall not be subject to the six-month good standing requirement.

### **Section 3. Election Committee**

- a. The Elections Committee shall conduct all general and special elections and referenda of the organization.
- b. The Elections Committee shall consist of three members in good standing appointed by the President with the approval of the Local Executive Board. The Elections Committee shall elect its chair.
- c. Any member of the Elections Committee nominated for or seeking office must vacate their position and be replaced by a member nominated by the president and approved by the Local Executive Board.

### **Section 4: Nominations**

- a. No less than sixty (60) days prior to the date of the election, the Elections Committee shall notify all members of the opening of nominations for officers, the offices to be filled and the date of the election by first class U.S. Mail to the members' last known home address.
- b. The nomination of candidates for office shall be conducted as follows:
  - i. To be nominated, a candidate must submit to the Elections Committee a petition containing the signatures of ten (10) percent of the membership, or ten (10) members whichever is less. Said petitions must be submitted no later than the timeline set forth in the Notice of Election but in no case less than 15 calendar days prior to the date of the election.
  - ii. To be nominated as a candidate for the office of Vice President, a candidate must submit to the Elections Committee a petition containing the signatures of ten (10) percent of the membership of the bargaining unit for the vice-presidential office the candidate is seeking, or ten (10) members of the bargaining unit, whichever is less. Said petitions must be submitted no later than the timeline set forth in the Notice of Election but in no case less than 15 calendar days prior to the date of the election.
  - iii. The Election Committee may establish procedures for nomination forms and signatures to be submitted electronically via email or some other means.
- d. Members nominated to run for office must affirmatively accept their nomination.
- e. A member may not nominate more than one candidate for the same position. A member may not be a candidate for more than one position.
- f. The Elections Committee shall determine whether the nominations were timely and if the nominees are eligible for office.

## **Section 5: Election Procedure**

- a. At least fifteen (15) days prior to the election, the Election Committee shall notify all members of the election date and the candidates for offices. If notice of the election, as required in Section 4(a); was provided by first class U.S. Mail, this reminder notice of the election may be distributed by other means, such as: member mailboxes, union bulletin boards, election newsletter, e-mail and/or the local's website.
- b. The Elections Committee shall conduct an election for officers through in-person voting or through voting-by-mail. Voting shall be by secret ballot. The majority of the ballots cast shall determine the outcome of the election. If there is only one candidate for an office, they shall be declared elected without balloting.
- c. In the absence of a majority, the Elections Committee shall conduct a run-off election between the two candidates who have received the most votes for the office in question. Such runoff election will take place no later than 60 days following the date of the official ballot count. The winner of the runoff shall assume office immediately upon certification of the results. Until a successor is elected, the incumbent shall continue in office.
- d. Challenges and objections to the election must be submitted in writing, with a statement of supporting reasons that includes specific facts as well as any documentation to the Elections Committee within ten (10) calendar days of the publication of the results. The Elections Committee shall issue its written opinion regarding the objections no later than ten (10) calendar days after receipt of such objections. Until a successor is elected, the incumbent shall continue in office.
- e. The election outcome will be published and distributed to the membership within thirty (30) day of the count. All elections materials, including the ballots, will be kept in a secure location for one (1) year.

## **Section 6: Installation of Officers**

Successful candidates shall assume office on September 1 following the election, except as provided for in section 5.c through d of this Article.

## **Section 7: Vacancies** [Note: formerly Article VI. Section 7]

In the event that a vacancy occurs in any elected position, such vacancy shall be filled as soon as practicable in the following manner:

- a. The Vice-President shall fill the vacancy of President. In the event there is more than one Vice President, the Local Executive Board will determine which of the [two] Vice-Presidents should fill the vacancy for the remainder of the term.
- b. For vacancy of any other officer, ~~for Grievance Chair~~ the President, subject to the approval of the Local Executive Board, shall appoint a member to fill the vacancy for the remainder of the term.

**ARTICLE ~~VI~~ VII. DUTIES OF OFFICERS ~~EXECUTIVE BOARD, OFFICERS and REPRESENTATIVES~~**

**~~Section 1. Executive Board~~** [Note: moved to Article VIII. Local Executive Board, Section 1]

~~The Local Executive Board shall be the governing body of the local. It shall supervise the affairs of the local and shall have the authority to make rulings and adopt policies not covered by the Constitution and By-Laws which are consistent with the provision of the Constitution and By-Laws.~~

~~The Executive Board shall consist of four elected officers: President, Vice-President, (MH), Vice President (CNS), Secretary/Treasurer, and Grievance Chair. and the two appointed Grievance committee chairs: Grievance Committee Chair (Hospital), Grievance Committee Chair (CNS).~~

**Section ~~[2]~~ 1. President**

The President will be the principal officer of the local. It shall be the President's duty to administer the affairs of the local and to execute policies established by the local.

The President shall preside at all meetings of the membership and Local Executive Board, 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 Executive Council of the State Federation and shall be eligible to serve on the Executive Committee of the State Federation in accordance with the State Federation Constitution. The President shall be a delegate to the State and National Convention and shall be ranked as the first delegate.

**Section ~~[3]~~ 2. Vice President[s]**

~~[The Local shall elect members to serve in two the Vice President positions. One Vice President shall be elected by bargaining unit members who work at the hospital. The other Vice President shall be elected by all bargaining unit members who work at the Community Nursing Service.]~~ It shall be the Vice-President's~~']~~ job to coordinate the activities of the union reps and members in the respective bargaining unit. In the absence of the President, the Vice-Presidents~~s~~ shall perform all duties of the President ~~[as they pertain to the respective bargaining unit]~~ and when so acting shall have all the powers of and be subject to all the restrictions upon the President. The Vice-President~~s~~ shall be a delegate~~s~~ to the State and National Conventions and shall be ranked as the second delegate. In the event there is more than one Vice President, the Vice Presidents shall be ranked second, third, and so forth in descending order based on the size of the bargaining unit they represent. All subsequent officers' ranking shall be adjusted accordingly.

**Section ~~[4]~~ 3. Secretary/Treasurer**

The Secretary/Treasurer shall perform all duties incidental to the office of Secretary and Treasurer including: the Secretary/Treasurer shall keep or cause to be kept an accurate record of minutes of all meetings of the local, shall give or cause to be given notices of all meetings in accordance with these by laws, shall keep the membership roster and all communications regarding the same, shall be responsible for the local newsletter and shall be responsible for all

local union finances. The Secretary/Treasurer shall be a delegate[s] to the State and National Conventions and shall be ranked as third delegate.

#### **Section [5] 4. Grievance Chair[persons]**

~~[The President shall appoint members to serve as Grievance Chairpersons.]~~ The primary responsibility of ~~[one Chairperson]~~ the Grievance Chair will be the grievance handling for all the Local Union's bargaining unit members ~~[at the hospital].~~ ~~[The primary responsibility of the other Chairperson will be grievance handling for bargaining unit members at Community Nursing Service.]~~

The Grievance Chair~~[persons will]~~ may establish and train a grievance committee. ~~[The President shall determine which of] the two Grievant Chairpersons]~~ The Grievance Chair will serve as Assistant Second Vice President on the HPAE State Executive Council in accordance with the State Federation Constitution. The Grievance Chair shall be a delegate to the State and National Conventions and shall be ranked as fourth delegate.

#### **[Section 6. Representatives]** *[Note: moved to new Article IX]*

~~[The Local Executive Board will determine the number of unit representative and their assignments. The role of the unit representative is to assist members with grievance handling, provide communications between membership and Local Executive Board, update bulletin boards and recruit and orient new members about the union.]~~

#### **[Section 7. Vacancies]** *[Note moved to new Article VI. Election of Officers, Section 7]*

~~[In the event that a vacancy occurs in any elected position, such vacancy shall be filled as soon as practicable in the following manner.]~~

- ~~a. [A Vice President shall fill the vacancy of President. The Local Executive Board will determine which of the two Vice Presidents should fill the vacancy.]~~
- ~~b. [For vacancy of any other officer, representative, Grievance Chair or Labor-Management Chair, the President, subject to the approval of the Local Executive Board, shall appoint a member to fill the vacancy for the remainder of the term.]~~

#### **[Section 8. Reimbursement for Union Business.]** *[Note: moved to Article VIII. Local Executive Board, Section 3]*

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

#### **[Section 9. Term of Office.]** *[Note: moved to Article VI. Election of Officers, Section 1]*

~~Term of office shall be for two years.~~

~~[Section 10. Performance of Duties]~~ [Note: moved to Article VIII. Local Executive Board, Section 4]

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

**ARTICLE VIII. LOCAL EXECUTIVE BOARD** [Note: formerly part of Article VI. Executive Board, Officers and Representatives]

### **Section 1. Composition and Authority**

The Local Executive Board shall be the governing body of the local. It shall supervise the affairs of the local and shall have the authority to make rulings and adopt policies not covered by the Constitution and By-Laws which are consistent with the provision of the Constitution and By-Laws.

The Executive Board shall consist of ~~[four]~~ the elected officers: President, Vice-President(s), ~~[(MH), Vice President (CNS),]~~ Secretary/Treasurer, and Grievance Chair ~~[and the two appointed Grievance committee chairs: Grievance Committee Chair (Hospital), Grievance Committee Chair (CNS)].~~

### **Section 2. Local Executive Board Meetings** [Formerly part of Article V. Meetings, Section 6]

- a. Regular meetings of the Local Executive Board will take place bimonthly. Additional meetings may be scheduled as necessary by the President. In addition to in person meetings, meetings may be held by tele-conference or video conference provided proper notice.
- b. A quorum for the Local Executive Board shall be half of its members.
- c. The Local Executive Board may elect to conduct business between LEB meetings through email and/or electronic voting. Any decisions made electronically between meetings shall be documented in the minutes of the next LEB meeting. The LEB must adopt rules and procedures for electronic voting to be approved by the State Executive Council.

### **Section 3. Reimbursement for Union Business**

Any officer, representative or member who lost time or expended monies to attend to duly authorized union business will be reimbursed according to the Local's Rebate Policy and State Federation policy. [Note: formerly Article VI. Executive Board, Officers & Representatives, Section 9]

### **Section 4. Performance of Duties**

Each officer has the responsibility to ~~[insure]~~ ensure that the other officers are performing their roles and duties as outlined in this Constitution. [Note: formerly Article VI. Executive Board, Officer and Representatives, Section 12]

**ARTICLE IX. UNIT REPRESENTATIVES** [Note: new article, formerly part of Article VI Executive Board, Officers and Representatives, Section 6]

The Local Executive Board will determine the number of unit representatives and their assignments. The role of the unit representative is to assist members with grievance handling, provide communication between membership and the Local Executive Board, update bulletin boards and recruit and orient new members about the union, and attend unit rep meetings, as scheduled.

Unit Representatives must be a member in good standing and shall serve a term concurrent with the LEB's elected officers.

The LEB, at its discretion, may remove Unit Representatives who fail to perform their duties.

**ARTICLE ~~(VII)~~ X. COMMITTEES**

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

The committees of the Local shall be standing or special committees. Each standing committee shall consist of no less than three active members. The Chairperson of each committee shall be appointed by and shall report directly to the Local Executive Board. Standing committee members shall serve for a term concurrent with the Local's term of office. Meetings shall be determined by the Chairperson.

**Section 2. Standing Committees**

A. Committee on Political Education (COPE)

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

B. Labor Management Committee

This committee shall be responsible for meeting with the Employer to discuss mutual problems and concerns to the Union and the Employer.

C. Staffing Committee (Hospital)

This committee meets with the Employer to review data about staffing levels, patient care assignments, case load, and work assignments; reviews data connected to patient outcomes and satisfaction and makes staffing recommendations based on evaluation of that data.

**Section 3. Special Committees**

Special committees may be appointed by the President 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

On behalf of the membership, this committee shall investigate and formulate proposals which are supported by the membership as a basis for entering into negotiations with the Employer. The President will chair this committee and 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. In the event a satisfactory tentative agreement between the negotiating committees from the Local and the employer are not reached, the membership of the local may consider and authorize actions which are not in conflict with this Constitution and By-Laws.

In the event a new bargaining unit is organized or affiliated, there may be established a separate Committee on Negotiations for each bargaining unit. The President may designate the Vice President of the bargaining unit to chair the committee for their respective bargaining unit. Any such committees shall take all necessary action amongst the membership of the bargaining unit to negotiate and enforce their collective bargaining agreement, with the assistance of the Local Executive Board. Recommendation for concerted action and ratification of new collective bargaining agreements or successor agreements shall take place at the bargaining unit level. Such separate committees may take no action that is contrary to the interests of any other bargaining unit or the organization as a whole.

B. Committee on Nominations and Elections

This committee will be composed of members in good standing who 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 this constitution and bylaws.

D. Health and Safety Committee

This committee shall coordinate the Local's efforts to ~~[insure]~~ ensure that members work in a safe and healthy work environment.

## ARTICLE ~~[VIII]~~ XI. STRIKES AND JOB ACTIONS

### Section 1. Local Membership Authorization

The Local membership may authorize 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 Procedure**

- 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.
- 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 posting, shall be given to all eligible members at least three days prior to the vote.
- D. Voting will be conducted by secret ballot at a membership meeting. If a meeting is not possible, voting may be conducted by mail.

## **ARTICLE ~~[X]~~ XII. RATIFICATION OF CONTRACT**

The ratification of a negotiated collective bargaining agreement will be accomplished:

- A. Upon reaching a tentative agreement with the employer, 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]~~ XIII. 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. Discipline**

- A. The term "discipline" when used in this Article, shall include without limitation a fine, suspension or removal from office, disqualification to run for office, suspension or expulsion from membership or any combination of the foregoing.
- 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 President.

## **Section 4. Investigation and Due 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 the 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 the claim of interest or bias is sustained, shall cause the member to be relieved of serving. In 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, an interested third party, or an 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 guilt 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 the transcript will assume the costs and will provide a copy to be distributed to the Investigations Committee and 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 determination of the appeal.
- L. Within thirty (30) days of the verdict, appeal may be instituted by notifying the Investigation Committee and other parties in writing of such by certified mail. The appealing party may submit the matter to binding arbitration and will assume all cost of such arbitration. An arbitrator shall be appointed by the American Arbitration Association. The decision of the arbitrator shall be final and binding on all parties. If the arbitrator finds on behalf of the accused individual, said individual will be reimbursed the expenses of the arbitration. 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 ~~XII~~ XIV. AMENDMENTS**

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

#### **ARTICLE ~~XIII~~ XV. 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 membership of Local 5105

Health Professionals and Allied  
Employees, AFT/AFL-CIO July 11, 2011

