

Summary of Proposed Amendments to HPAE Local 5107 Constitution and Bylaws
Complete draft of changes can be found on Local 5107 webpage

Article	Topic	Description
III	Jurisdiction	<p>Updates the names of each facility represented by the local union. Removes the location addresses. Adds provision so jurisdiction remains in the event of future name changes or change of ownership. Added new bargaining units at United Methodist Communities.</p>
IV	Membership	<p>Defines reasons for expulsion, including crime against the union. 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 continued cost of representation.</p>
V	Bargaining Units and Constituency Areas	<p>Defines bargaining units and constituency areas. Provides for appendix to list bargaining units and constituency areas. Includes provision for inclusion of future bargaining units and creation of new Vice President positions. Defines rights of bargaining unit members to ratify their collective bargaining agreement, vote for concerted action, and coordinate or operate jointly with another bargaining unit.</p>
VI	Membership Meetings	<p>Adds a new section for members of bargaining units to meet separately. Allows for joint meetings of bargaining units.</p>
VII	Election of Officers	<p>Creates a new article for election of Officers. Establishes one Vice President for each Constituency Areas. Revises eligibility for office. Creates Elections Committee and defines roles and authority. Election rules will be in accordance with HPAE State Federation Policy. Amends process to fill vacancy of officers.</p>
VIII	Duties of Officers	<p>Moves the definition of the Local Executive Board to a separate article. (Article VIII) Each Vice-President responsible for coordinating member activities and grievance handling for their Constituency Area. Establish process for determining VP to serve on State Executive Council and to fill in for president if need be. Moves Section 5–Representatives to separate article (Article X) Moves Section 7–Vacancies, Section 9–Term of Office to Article VII Election of Officers.</p>

		Moves Section 8–Reimbursement for Union Business and Section 10–Performance of Duties to Article IX Local Executive Board.
VIII	Bargaining Units and Constituency Areas	<p>Defines bargaining units and constituency areas</p> <p>Provides for appendix to list bargaining units and constituency areas</p> <p>Includes provision for inclusion of future bargaining units and creation of new Vice President positions.</p> <p>Defines rights of bargaining unit members to ratify their collective bargaining agreement, vote for concerted action, and coordinate or operate jointly with another bargaining unit.</p>
IX	Local Executive Board	<p>Creates separate Article for the Local Executive Board (LEB). Defines composition and authority of LEB.</p> <p>Provides rules for conducting LEB meetings electronically and establishes a quorum for conduct of LEB business.</p> <p>Creates a voting process so that each constituency area may be represented equally.</p> <p>Adds Section 8–Reimbursement for Union Business and Section 10–Performance of Duties from previous Article.</p> <p>Minor corrections and clarifications to existing language.</p>
X	Unit Representatives	<p>Creates separate Article for Unit Reps from previous article.</p> <p>LEB is responsible for establishing number of reps and assignments for each bargaining unit.</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>
XI	Committees	<p>Provides for Negotiations Committees for each bargaining unit or constituency area and designated Committee Chair.</p> <p>Cleaned up old language in eliminate out-of-date reference to Co-presidents.</p> <p>Allows for videoconference and teleconference</p>
XII & XIII	Strikes and Job Actions	Allows notice and voting through electronic means.
XIV	Offenses, Discipline, and Hearing	Clarifies process for conducting hearings and member and provides safeguards for members consistent with applicable law
	Miscellaneous	<p>All Articles and Sections will be renumbered accordingly.</p> <p>Update all references from “By-laws” to “Bylaws”</p>

PROPOSED AMEDMENTS

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 Windsor Healthcare Llanfair [House] Care and Rehabilitation, [Wayne, New Jersey; 07470_and] Phoenix Center for Rehabilitation and Pediatrics [Wanaque Center], [Haskell, New Jersey] [07420]; Visiting Nurse Association of Englewood/VNAHG, [Englewood, NJ 07631 and Essex Valley Visiting Nurse Association/VNAHG], VNA Health Group of New Jersey, [Newark, NJ]; [07103] United Methodist Communities and United Methodist Communities; or any such

Key: ~~Strike through~~ = delete; Underline = insert; *Italic* = Explanation, not to be included in final draft

successors; and as may be amended from time to time by the HP AE.

ARTICLE IV. MEMBERSHIP

Section 1: Qualifications

- A. Membership shall be available to [A] all health professionals and allied employees [and any other employee in the health care field] within the jurisdiction of Local 5107 whose membership is not specifically prohibited by the Constitution and [By-Laws] Bylaws of this organization or HP AE, and [shall be eligible for membership] so long as they agree to abide by the Constitution and [By-Laws] Bylaws of HP AE and Local 5107. 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 groups who wish membership with HP AE may apply, in writing, to the HP AE Executive Council. This membership application may be subject to a membership vote for acceptance.]~~
- C. If any person is convicted of a crime against the union, or advocates the non-payment of dues or fees, the resignation of membership, or the decertification of the union, such act or conviction shall be cause for expulsion from membership and/or disqualification from union office.

Section 2. Definition ~~[Dues]~~

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 their paycheck in accordance with applicable laws; and
- C. Otherwise fulfills the qualifications of membership in accordance with these Bylaws and the Constitution of the State Federation.

Section 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 the Constitution of the State Federation.
- B. A per capita assessment, in addition to dues, may be levied upon the membership if ~~[off]~~ 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; or
 - ii. By majority vote of members in good standing in a membership referendum conducted by secret ballot.
- C. When an assessment is proposed by the State Executive Council, or by action at a meeting of a ~~[local union]~~ Local Executive Board, 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.

Key: ~~[Strike through]~~ = delete; Underline = insert; *[Italic]* = Explanation, not to be included in final draft

Section 4. Maintenance of Membership

A member who leaves the jurisdiction of this local may resign as a member in good standing. 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. A member who remains in the jurisdiction of the Local and elects to resign membership shall ~~[follow the procedure set forth below:]~~ submit in writing to the HPAE Secretary/Treasurer, a statement expressing the desire to resign their 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 the 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 (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.~~

~~A. 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.~~

~~B. 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. 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}~~ 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.

ARTICLE V: BARGAINING UNITS AND CONSTITUENCY AREAS [Insert New Article]

Section 1. Definition

Bargaining Units shall be defined in accordance with each respective National Labor Relations Board (NLRB) certification or the recognition clause of each respective Collective Bargaining Agreement (CBA) (if different) within the jurisdiction of the local union.

Constituency Areas shall be defined as a group of one or more bargaining units of members who share a common employer, health system, industry, occupation, and/or geographic area as determined by this Constitution and Bylaws and the Local Executive Board so as to establish a community of interest among members for the purpose of efficient collective bargaining and contract administration.

The Bargaining Units and Constituency Areas of the Local Union will be attached as an appendix to this Constitution and Bylaws for information purposes and will be updated from time to time as needed.

The Local Executive Board shall admit new Bargaining Units as they are organized or affiliated. When admitted to the organization, new Bargaining Units shall be entitled to representation on the Local Executive Board in accordance with Article VI.

Members from newly organized Bargaining Units will be added to the appropriate Constituency Area as defined in the Appendix. In the event an appropriate Constituency Area does not exist, the Local Executive Board shall have the authority to establish a new Constituency Area and Vice President position which will be reflected in the Appendix.

In such an event, the President, with the approval of the Local Executive Board, may appoint a member from the newly organized Bargaining Unit and Constituency Area to fill a new Vice President position until the next regularly scheduled officer election. Alternatively, a special election may be held by the members of the new Bargaining Unit and Constituency Area to fill the new Vice President position until the next regularly scheduled officer election.

Section 2. Roles and Responsibilities

The members of each Bargaining Unit and/or Constituency Area shall take all necessary action to negotiate and enforce their respective collective bargaining agreement, with the assistance of the Local Executive Board. Ratification of new collective bargaining agreements or successor agreements shall take place at the Bargaining Unit and/or Constituency Area level.

The members of each Bargaining Unit and/or Constituency Area shall be empowered to recommend that concerted action, including strike action, be taken by the local on behalf of its members, subject to ratification of such recommendation by the Local Executive Board.

Section 3. Joint Bargaining and Coordinated Bargaining

When two or more bargaining units are within the jurisdiction of the same employer or healthcare system, the bargaining units should make every effort to coordinate activities and/or engage in joint activities, including but not limited to, membership meetings and collective bargaining.

Bargaining Units may take no action that is contrary to the interests of any other Bargaining Unit

Key: ~~{Strike through}~~ = delete; Underline = insert; *[Italic]* = Explanation, not to be included in final draft

or the organization as a whole.

ARTICLE VI. 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. Bargaining Unit/Constituency Area Meetings

The members of each bargaining unit or constituency area shall meet as a group at least twice per calendar year. Additional meetings may be called by bargaining unit Vice President or the Local President. Bargaining units may meet jointly.

The agenda for all bargaining unit or constituency area membership meetings shall be set by the respective Vice President with the advice and consent of the Local President.

Section ~~[3]~~ 4. Notice

Written notice of each meeting, regular or special, shall be mailed or distributed through electronic means, to each member ~~[and/]~~ or posted on an HPAE bulletin board or website 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]~~ 5 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 VII. ELECTION OF OFFICERS

Elections shall be conducted in accordance with this Local Constitution, the HPAE State Federation Constitution, the AFT Constitution, the standards set out by the Labor-Management Reporting and Disclosure Act (LMRDA), and any election rules or procedures that may be adopted by the HPAE State Federation.

Section 1. Officers

Officers shall be elected in December of even years. Term of office shall be ~~[in conjunction with the State Federation Constitution and for up to~~ two (2) years.

The membership shall elect members to the following designated offices.

Key: ~~[Strike through]~~ = delete; Underline = insert; *[Italic]* = Explanation, not to be included in final draft

1. One (1) President
2. ~~[(3) Vice Presidents]~~
2. One (1) Secretary-Treasurer
3. In addition, the members of each bargaining unit will elect the following Vice Presidents representing specific constituency areas:
 - a. One (1) Vice President for all Phoenix Center Bargaining Units
 - b. One (1) Vice President for all United Methodist Communities Bargaining Units
 - c. One (1) Vice President for all Visiting Nurse Association Bargaining Units
 - d. One (1) Vice President for all Windsor Health Bargaining Units

The membership shall elect members to ~~[be designated as union representatives. The officers and union representatives shall]~~ serve as delegates or alternates to the HPAE State Convention ~~[s]~~, ~~[and]~~ Special Conventions, and the AFT Convention, if so allocated in accordance with the State Federation Constitution and the AFT Constitution and as determined by the LEB.

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. Elected members of the local executive board must adhere to the good standing requirements throughout their term of office.
- C. 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 constituency area for which they are seeking office as Vice President.
- D. Members from a new bargaining unit that has been affiliated with the organization for less than six (6) months prior to the opening of nominations running for election to serve as a Vice President for a new Constituency Area shall not be subject to the six-month good standing requirement.

Section 3. Elections Committee

- A. An Elections Committee consisting of three members in good standing will be appointed by the local president with the approval of the local executive board.
- B. The Elections Committee will oversee the nomination and election process consistent with the HPAE Constitution and HPAE policies and procedures.
- C. Any member of the Elections Committee nominated for or seeking office must vacate their position on the elections committee and be replaced by a member nominated by the president and approved by the Local Executive Board.

Section 4. Installation of Officers

Elected officers shall assume office on January 1 following the election.

Section 5. Vacancies *[Note: formerly Article VI. Section 7]*

Key: ~~[Strike through]~~ = delete; Underline = insert; *[Italic]* = Explanation, not to be included in final draft

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 for the remainder of the term.
- B. For vacancy of any other officer, ~~[or 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. If a Vice President position becomes vacant, the position must be replaced by a member from the same constituency area.

ARTICLE VIII. DUTIES OF OFFICERS ~~[COMMITTEES]~~

[New Article, formerly part of Article VI. Officers, Sections 2-4]

~~[Section 1]~~ [Moved to Article VII, Section 1]

Section ~~[2]~~ 1. 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 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 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 and shall be ranked as the first delegate.

~~[Section 3. Vice Presidents]~~ [Moved to below]

Section ~~[4]~~ 2. Secretary-Treasurer [Moved from Section 4]

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]~~ Bylaws. 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 Secretary-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. The Secretary-Treasurer shall be a delegate to the State and National Conventions and shall be ranked as the second delegate.

Section ~~[5]~~ 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 ~~[H]~~Local [e]Executive [b]Board. Duties shall include but not limited to: coordination of the activities of the unit representatives and members ~~[at their worksite]~~ in their designated constituency area; coordination of grievance handling and assisting unit representatives in the handling of grievances in their designated constituency area; assist the Secretary-Treasurer in gathering information for newsletters and member communications; ensuring compliance with State Federation policies; 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 Committee 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.]~~

In the absence of the President, a Vice-President appointed by the Local Executive Board, shall perform all duties of the President and when so acting shall have all the powers of and be subject to all the restrictions upon the President.

In accordance with the HPAE State Federation Constitution, in the event the Local is allocated an additional representative on the State Executive Council, a Vice President will be appointed by the President with the approval of the LEB to serve as Assistant Second Vice President on the HPAE State Executive Council. In such an event, the LEB should ensure the Assistant Second Vice President is appointed from a different constituency area than the Local President.

~~**Section 5. Union Representatives**~~ [Moved to New Article X]

~~**Section 6. Local Executive Board**~~ [Moved to New Article IX]

~~**Section 7. Vacancies**~~ [Moved to New Article VII, Section 7]

~~**Section 8. Reimbursement for Union Business**~~ [Moved to New Article IX, Section 3]

~~**Section 9. Term Of Office**~~ [Moved to New Article VII, Section 2]

~~**Section 10. Performance of Duties**~~ [Moved to New Article IX, Section 4]

ARTICLE IX. LOCAL EXECUTIVE BOARD

[Note: formerly part of Article VI. Officers, Section 6]

The Local Executive Board shall be composed of the Local~~[-s]~~ officers.

The Local Executive Board shall be the governing body of the Local ~~in-between membership meetings~~. 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 Bylaws which are consistent with the provision of the Constitution and Bylaws.

Section 1. Meetings

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. In addition to in-person meetings, meetings may be held by tele-conference or video conference with proper notice. The Local Executive Board may elect to conduct business between LEB meetings through email and/or

Key: ~~[Strike through]~~ = delete; Underline = insert; [*Italic*] = Explanation, not to be included in final draft

electronic voting. Any decisions made electronically between meetings shall be documented in the minutes of the next LEB meeting.

Section 2. Voting

A quorum for the Local Executive Board shall be half of its members. Except on roll call votes, each officer is entitled to one vote. Voting shall be by majority rule and conducted by voice vote or show of hands, unless a roll call vote is called for by two or more officers. Roll call votes will be limited to Vice Presidents. Each Vice President is entitled to one vote to be cast representing their respective Constituency Area. The President will cast the deciding vote in the event of a tie roll call vote.

Section 3. Reimbursement for Union Business.

Any officer, representative or member who 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 Federation policy. [Note: formerly Article VI. Officers, Section 8]

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. Officers, Section 10]

ARTICLE ~~[IX]~~ X. UNIT REPRESENTATIVES [Note: new article, formerly part of Article VI Officers, Section 5]

The Local Executive Board will determine the number of unit representatives and their assignments for each bargaining unit. The ~~[Union]~~ Unit 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), assist members with grievance handling, and recruit and orient new members to the union. The ~~[Union]~~ Unit Representatives will evaluate floor and unit needs that should be brought to the attention of the officers. ~~[Union]~~ Unit Representatives shall be required to attend Local bargaining unit meetings and attend unit rep meetings, as scheduled.

Unit Representatives must be members in good standing and shall serve a term concurrent with the LEB's elected officers. Appointment and reappointment to the Unit Representative position may be made by the recommendation of the Vice President for their respective Constituency Area, subject to the approval of the Local Executive Board.

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

ARTICLE ~~[VII]~~ XI. COMMITTEES

Section 1. Appointment, Number and Term

The committees of the Local shall be standing ~~[or]~~ and special committees. Each standing committee shall consist of no fewer than two (2) active members. The committee chairperson shall be appointed by the ~~[Co-]~~President[s] of the Local, the committee members by the chairperson of the committee, unless otherwise specified, 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 shall report directly to the ~~[Co-]~~President[s]. Committees may meet by video conference and teleconference.

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]~~ Unit 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 in accordance with State Federation policy. 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-]~~ President~~[s]~~ 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.

There shall be a separate Committee on Negotiations for each bargaining unit, or constituency area engaged in joint bargaining. These ~~[This]~~ Committees shall investigate and formulate proposals desired by the membership as a basis for entering into negotiations with the Employer. The President and/or their designee will chair the committee for their respective bargaining unit or constituency area and determine the number of committee members. The ~~[Co-]~~ Vice Presidents of each ~~[facility]~~ bargaining unit or constituency area, and/or their designee (as approved by the LEB), shall chair ~~[this]~~ the committee for their respective ~~[facility]~~ bargaining unit or constituency area when the President is outside of the constituency area. The ~~[Co-]~~ Vice President~~[s]~~ of each ~~[facility]~~ bargaining unit or constituency area will determine the number of committee members. The committees 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]~~ bargaining unit or constituency area will vote for only their own contract.

In the event a satisfactory tentative agreement between the negotiating committee for the Local bargaining unit, or constituency area and the employer is not reached, the membership of the Local bargaining unit, or constituency area may consider and authorize actions, which are not in conflict with this Constitution and ~~[By-Laws]~~ Bylaws.

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 in accordance with Article VI. 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]~~ Bylaws.

ARTICLE ~~[VIII]~~ XII. 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]~~ X, 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.

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]~~.

Notice, by mail and by posting or other electronic means, shall be given to all eligible members at least three (3) days prior to the vote, if time permits.

Voting will be conducted by secret ballot and, if time permits, by mail or electronically, as determined by the local President. Only those mailed ballots received at the time of the vote shall be counted with those ballots cast in person.

ARTICLE ~~[IX]~~ XIII. RATIFICATION OF CONTRACT

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

- A. Upon tentative Agreement, a general membership meeting of the relevant bargaining units 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. Balloting may be conducted electronically and/or by mail at the direction of the Local President.

ARTICLE ~~[X]~~ XIV. 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]~~ Bylaws 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.

Key: ~~[Strike through]~~ = delete; Underline = insert; *[Italic]* = Explanation, not to be included in final draft

- 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~~ misappropriate union funds.
- 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~~ Bylaws 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 unless good cause is shown.
- 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 State Executive Committee and ~~Co-~~ Local president[s].

Section 4. Investigation and Due[s] 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 will be afforded the written specific charges against them, given a reasonable time to prepare their defense, and afforded a full and fair hearing with the right to cross examine witnesses. The charged party is not entitled to representation by an attorney. 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~~ agree 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, find merit to the charges, issue findings, and impose discipline ~~[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 decision to sustain the charge ~~[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]~~ make its determination by majority vote and will announce its findings and any disciplinary action ~~[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, i]~~ If an appeal has been instituted ~~[during that]~~ within thirty (30) days. ~~[period, punishment shall not be imposed]~~ the matter shall be stayed pending ~~[determined of the]~~ appeal.
- L. Any disciplinary action taken by the Local may be appealed to the Executive Committee, in writing by certified mail within thirty (30) days of the issuance of the decision ~~[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]~~ Bylaws or Rules as they concern disciplinary or membership matters.
- B. Nothing contained herein shall be in conflict with the State Constitution and Bylaws.

ARTICLE ~~[XII]~~ XV. AMENDMENTS

This Constitution and ~~[By-laws]~~ Bylaws 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 ~~[XIII]~~ XVI. SAVINGS CLAUSE

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

Key: ~~[Strike through]~~ = delete; Underline = insert; *[Italic]* = Explanation, not to be included in final draft

Amended and ratified by the membership of
Local 5107 Health Professionals and
Allied Employees, AFT/AFL-CIO

Date: TBD
February 12, 2014

APPENDIX A. CONSTITUENCY AREAS AND BARGAINING UNITS

The Bargaining Units represented by HPAE Local 5107 as of [Date TBD] are as follow:

1. Phoenix Center for Rehabilitation and Pediatrics
 - a. RN and LPN Bargaining Unit
2. Windsor Heath:
 - a. Llanfair House RN and LPN Bargaining Unit
3. Visiting Nurses Association:
 - a. VNA of Englewood RN Bargaining Unit
 - b. VNA Healthgroup of New Jersey RN Bargaining Unit
4. United Methodist Communities
 - a. Bristol Glen RN Bargaining Unit
 - b. Pitman RN Bargaining Unit