

CONSTITUTION
AND
BY-LAWS
OF
LOCAL #5103

THE HEALTH PROFESSIONALS AND
ALLIED EMPLOYEES
AFT/AFL-CIO

Ratified by membership of Local #5103
Date: January 5, 2012

CONSTITUTION & BY-LAWS OF HPAE LOCAL 5103

ARTICLE I. NAME:

The name of this organization shall be the HEALTH PROFESSIONALS AND ALLIED EMPLOYEES, AFT/AFL-CIO, LOCAL 5103.

ARTICLE II. OBJECTIVES:

The objectives of this organization shall be as follows:

- A. To provide the 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 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, disability, 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 5103 is the technical employees and nurses bargaining units at the Penn-Jersey Region of the American Red Cross.

ARTICLE IV. MEMBERSHIP:

Section 1. Qualifications

- A. All employees whose membership is not specifically prohibited by this 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, sexual orientation, age, marital status, political beliefs, national origin, disability, or religion.
- B. All other individuals who wish membership with HPAE may apply, in writing, to the HPAE State Executive Council. This membership application is subject to a general membership vote for acceptance.

Section 2. Dues

All members shall pay 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 if the amount and method of payment of such assessment has been approved:

- A. By a majority vote of its members in good standing present at a regular or special meeting. When an assessment is proposed by the Local Executive Board, or by action at meeting of the 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.
- B. By a majority vote of members in good standing in a membership referendum conducted by secret ballot.

Section 4. Maintenance of Membership

A member who leaves the jurisdiction of this local may resign as an active member. Arrangements may be made to maintain an inactive membership status through 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. (1) On an annual basis, a member may resign during the thirty (30) calendar day period prior to the said member's anniversary of their 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 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 6. 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 the application for membership and payment of initiation fee as set forth in Section 2 of this Article.

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 Board and/or representatives of the Local.

Section 2. Special Meetings

A special meeting of members may be called at any time by the Local Executive Board or by written request of twenty-five (25%) percent 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 regular or special meeting, and the agenda for each meeting, shall be mailed to each member and/or posted on a HPAE bulletin board no less than three (3) days prior to the meeting. For regular meetings notification shall be given no less than 14 days prior to the meeting.

Section 4. Open/Closed Regular or Special Meetings

Each meeting, regular or special shall be restricted to members only unless otherwise stated on written notice. Determination for an open meeting is to be made by the Local Executive Board or by written request of twenty-five (25%) percent 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 (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.

Section 6. Local Executive Board Meetings

Regular meetings of the Local Executive Board will take place bimonthly. Additional meetings may be scheduled as necessary by the President or at the request of a majority of the Local Executive Board or Union representatives.

ARTICLE VI. EXECUTIVE BOARD, *OFFICERS, AND REPRESENTATIVES*

Section 1. Executive Board

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.

Section 2. Co-Presidents

Two Co-Presidents shall be elected by the local's membership in good standing. One Co-President shall be a technical employee nominated and elected by the technical employees of the local. The other Co-President shall be a nurse nominated and elected by the nurses of the local.

It shall be the Co-Presidents' duty to administer the affairs of the Local and to execute policies established by the Local. The Co-Presidents or Executive Board designee shall preside over all meetings of the Local Executive Board and membership meetings.

The Co-Presidents shall represent the Local on the State Executive Council of the State Federation. For the purpose of such representation, one of the Co-Presidents shall serve as the "Second Vice President" on the State Executive Council while the other Co-President shall serve as the "Grievance Chairperson." The Co-Presidents shall rotate these positions. For example, if the Co-President from the technical employees bargaining unit is "Second Vice President" one year, he or she shall be the "Grievance Chairperson" during the next year. The Co-Presidents shall be delegates to the State and National Conventions.

Section 3.

The Local shall elect members to serve in three (3) Vice President positions.

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 be limited to; attendance at all designated local meetings, coordination of the activities of the unit representatives and members in their designated areas, oversee committees and serve as chairpersons of designated committees. The Vice Presidents shall be delegates to the State and National Conventions.

In addition to any other duties as determined by the Local Executive Board the following shall be included in the duties of the office of Vice-President as determined by the Local Executive Board. Specific VP's shall be responsible for each of the following:

Secretary/Treasurer

The Secretary/Treasurer shall perform all duties incidental to the office of Secretary and Treasurer including: 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. 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.

The Secretary/Treasurer shall work with the State Federation Treasurer in developing and implementing a budget, shall report regularly on the state of finances, and shall in general perform all duties incidental to the Office of Secretary/Treasurer. The Secretary/Treasurer shall keep all financial records on a permanent basis. The Secretary/Treasurer shall be responsible for the local newsletter. The Secretary/Treasurer shall be a delegate to the State and National Conventions.

Grievance Chairperson

The primary responsibility of the Grievance Chairperson will be the grievance handling for all bargaining unit members. The Grievance Chairperson will establish a grievance committee and arrange training with the HPAE Staff Representative. It shall be the Grievance Chairperson's job to coordinate the activities of the Union Reps. The Grievance Chairperson shall be a delegate to the State and National Conventions.

Section 4. Representatives

The Local Executive Board will appoint members in specified departments or areas to serve as Union Representatives (Reps).

The role of the unit representative is to assist members with grievance handling, provide communications between membership and the Local Executive Board, update bulletin boards, and union binders.

They will channel information to the appropriate place and will handle grievances under the direction of the Grievance Chairperson. Further, Reps will evaluate the needs of the areas to which they are assigned and ensure that issues in their areas are brought to the attention of the Local Executive Board.

Reps shall be required to attend Rep meetings and perform other duties as determined by the Local Executive Board.

Section 5. Eligibility for Office

No member who has attended less than one-third (1/3) of the regular or special meetings of the Local and campus shall be eligible to run for elected office of the Local.

Section 6 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. Co-President; a special election shall be held as soon as practicable.

B. For vacancy for any other elected officer or representative, the Co-Presidents, subject to the approval of the Local Executive Board, shall appoint a member to fill the vacancy for the remainder of the term.

Section 7. 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 8. Term of Office

Term of office shall be two (2) years.

Section 9. 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 committees of the Local shall be standing or special committees. Each standing committee shall consist of no less than two (2) active members in good standing. The committee chairpersons shall be appointed by Local Executive Board. Each standing committee member's term shall be for (2) years. Each standing committee shall hold meetings as designated by the committee chairperson. Each standing committee Chairperson shall report to the Local Executive Board.

Section 2. Standing Committees

A. Labor-Management Committee

This committee will meet with the Region at least six (6) times a year. It shall function completely separately from, and independent of, the grievance procedure and will address issues of common concern.

B. Health and Safety Committee

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

C. 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.

D. Mobilization Committee

This committee will be responsible for gathering information and producing a bimonthly newsletter. In addition, the committee will use different forms of communication to effectively communicate with the membership. These methods will include but not be limited to submitting updates for the local's website, a membership phone tree and the union notebooks. The committee will maintain and respond to a membership phone hotline to assist members with questions about the employer and /or union. This committee will serve as the internal and external Mobilization Committee.

E. New Hire/Orientation Committee

This committee shall be responsible for meeting with new employees. In addition, the committee shall also follow-up with each new employee on a regular basis for up to one year.

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 Red Cross. The Co-Presidents will chair this committee and will determine the number of committee members. The other members of the committee shall be elected by the membership. The Committee will bargain in good faith as representatives of the membership. In the event a satisfactory tentative agreement between the negotiating committee of 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 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 the Constitution and by-laws.

ARTICLE X. OFFENSES, DISCIPLINE AND HEARING

Section I. 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.

ARTICLE XI. 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 simple majority of ballots cast in favor shall be required to ratify any tentative Agreement arrived at by the negotiations committee.

ARTICLE XII. OFFENSES, DISCIPLINE AND HEARING

Section 1. Offenses

It shall be an offense against the Union:

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 commit any acts which are seriously detrimental to the interests of the organization.

C. 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.

- D. 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.
- 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 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 to any individual or to the Union may include a provision for reimbursement to the body suffering 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 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. 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.

ARTICLE XIII. 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 XIV. 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.

Ratified by membership of Local 5103

Health Professionals and Allied Employees AFT/AFL-CIO

Date: January 5, 2012