

**Constitution**  
**And**  
**By-Laws**  
**of**  
**Local 5185**

**Health Professionals and Allied Employees**  
*AFT/AFL-CIO*

Ratified by the membership of Local #5185  
November 22, 2004

# **CONSTITUTION & BY LAWS OF LOCAL 5185**

## **ARTICLE I. NAME:**

The name of this organization shall be **Health Professionals and Allied Employees, AFT/AFL-CIO, Local #5185.**

## **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, gender identity, gender expression 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 develop an effective channel of communication between the employer and our members.

## **ARTICLE III. JURISDICTION:**

The jurisdiction of Local 5185 shall include all health professionals and allied employees at Bayonne Hospital, Bayonne, NJ 07002.

## **ARTICLE IV. MEMBERSHIP:**

### ***Section 1: Qualifications***

- A. All employees who are within the jurisdiction of Local 5185 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, gender, sexual orientation, age, marital status, political beliefs, national origin gender identity, gender expression or religion.
- B. All other individuals who wish membership with HPAE may apply, in writing, to the Executive Board of Local 5185. This membership application is subject to a membership vote for acceptance.

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

All members shall pay an initiation fee and dues as set by the State Federation to the State Federation.

### ***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 have been approved.

- A. 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.
- B. 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 Executive Council, or by action at a meeting of a 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***

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 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.
- 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.
- E. Any member who chooses to resign shall lose all voting privileges.

#### ***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, 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 Board and representatives of the Local.

## ***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 those items set forth in the notice of a special meeting shall be discussed and acted upon at such a meeting.

## ***Section 3. Notice***

Written notice of each special meeting, 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 10 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 stated by 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***

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.

# **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 that are consistent with the provision of the Constitution and By-Laws.

The Executive Board shall consist of nine (9) elected members. The President, three (3) Vice-Presidents, the Secretary, the Treasurer, a Mobilization/Membership Coordinator, and the Co-Grievance Chairpersons.

## ***Section 2. President***

It shall be the President's duty to administer the affairs of the local and to execute policies established by the local in conjunction with the Local Executive Board. The President, or Executive Board designee, shall preside at all meetings of the membership and serve as ex-officio member of all committees, may appoint chairpersons of committees and shall discharge all duties incidental to the office of President. The President shall also serve as the Second Vice-President on the 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 Conventions.

## ***Section 3. Vice Presidents***

The Local shall elect members to serve in three (3) Vice- President positions. One (1) Vice-President shall be nominated and elected by the members of RN and Professional bargaining units. One (1) Vice-President shall be nominated and elected by the Service bargaining unit members in the Local. One (1) Vice-President shall be nominated and elected by the LPN, Technical and the Business Office Clerical bargaining unit members in the Local.

It shall be the Vice-Presidents' job to coordinate the activities of the union reps and members in their respective bargaining unit. In the absence of the President, the 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. The Vice-Presidents will assist and direct the Secretary in gathering information for the newsletter. The Vice-Presidents shall be delegates to the State and National Conventions.

## ***Section 4. Secretary***

The Secretary shall keep or cause to be kept an accurate record of minutes of the meetings of the Local and shall give or cause to be given notices of all meetings in accordance with these by-laws. The Secretary shall also keep the Membership roster and any communications regarding same, and shall in general perform all duties incidental to the Office of Secretary. The Secretary shall work with the Vice Presidents in coordination of a newsletter. The Secretary shall be a delegate to the State and National Conventions.

## ***Section 5. Treasurer***

The Treasurer shall supervise the maintenance and distribution of all funds of the Local and shall keep accurate and current records of such funds. The Treasurer shall keep all financial records on a permanent basis. The Treasurer shall work with the State Federation Treasurer in developing and implementing a budget and shall in general perform all duties incidental to the office of Treasurer . The Treasurer shall serve on the Budget Committee of the State Federation. The Treasurer shall be a delegate to the State and National Conventions.

## ***Section 6. Co-Grievance Chairpersons and Mobilization/Membership Coordinator:***

The primary responsibility of the Co-Grievance Chairpersons will be the grievance handling for all bargaining unit members. The Grievance Co-chairpersons will establish and train a grievance committee. The Grievance Co-Chairpersons will serve on the Executive Council in accordance with the State Federation Constitution. One (1) Co-Grievance Chairperson shall be nominated and

elected by the RN and Professionals in the Local. One (1) Co-Grievance Chairperson shall be nominated and elected by the LPN, Technical, Service and BOC bargaining unit members in the Local.

The primary responsibility of the Mobilization/Membership coordinator is to track membership information throughout the Local and to organize and develop an effective communication system among the members on all units, shifts and departments. The Mobilization/Membership Coordinator shall be in charge of updating membership lists and coordinating the activities of the union representatives; s/he will also coordinate the activities of the contract action team/contract support committee during contract negotiations.

### ***Section 7. Representatives***

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 communications between membership and the Local Executive Board, update bulletin boards and recruit and orient new members about the union. The unit representatives shall be appointed by the President with the approval of the Local Executive Board.

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

### ***Section 8. Vacancies***

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 three (3) Vice-Presidents should fill the vacancy.
- b. For vacancy of any other officer, representative, 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.

### ***Section 9. Reimbursement for Union Business***

Any officer, representative or member attending to the duly authorized union business may be reimbursed for expenses incurred such as tolls, mileage and parking.

### ***Section 10. Term of Office***

Term of office shall be for two years.

## **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 three (3) active members. The committee Chairperson shall be appointed by the Local Executive Board and the committee members by the chairperson of the committee all subject to the approval of the Local Executive Board. Each standing committee

member's term shall be concurrent with the Executive Board'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 Local Executive Board.

## ***Section 2. Standing Committees***

### **A. Labor-Management Committee**

This committee shall meet with the hospital to discuss problems of concern to the members or the hospital. It shall consist of three (3) members appointed by the Local Executive Board.

### **B. Staffing Committee**

This committee shall meet with the hospital to discuss problems of concern to the members. It shall consist of three (3) members appointed by the Local Executive Board.

### **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. The committee will coordinate community education and outreach on these issues.

## ***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 the Local Executive Board 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.

### **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 by laws.

## **ARTICLE VIII. 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 IX. 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. 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 misrepresentation in or in connection with said member's application for membership.
- B. For any member to commit any act or acts which are seriously detrimental to the interest of the organization.
- C. For any member to knowingly violate or conspire or attempt to violate the Constitution and By-Laws of the organization, any laws promulgated hereunder 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.
- E. For any member to interfere with the performance of legal or contractual obligations of the State Federation or local its affiliates or the officers thereof.
- F. 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.
- B. Any officer or member of the Local Executive Board found guilty of any offense may be removed from office.
- C. 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 union 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 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.

### ***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. The hearing date shall not exceed sixty (60) days from the date of the mailing of the charges. All parties will be notified of such date, time and place by certified mail.
- B. An investigation committee will be formulated consisting of local representatives, not to exceed six in number, and appointed by the Executive Council of the State Federation.
- C. The charged party may challenge any member of the investigation committee because of interest or bias by submitting a challenge in writing to all members of the investigation committee and to the Executive Council of the State Federation. If any challenged member does not request to be excused, the Executive Council of the State Federation 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 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, an interested third party, or an attorney to represent a said member at the hearing.
- E. If insufficient evidence is presented against the charged party, the investigation committee shall dismiss the charges.
- 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 days prior to the hearing. The party requesting the transcript will assume the costs and will provide a copy to be distributed to the investigation committee and a copy to the other parties.
- J. The investigation committee will determine the truth of the charges by majority vote and announce its verdict and punishment at that time. A report will be prepared within fourteen days thereafter and sent by registered mail to the parties involved.
- K. Parties not complying with a verdict and punishment within thirty days of receipt of notice thereof, shall be expelled from membership. However, if an appeal has been instituted during that thirty-day period, punishment shall not be imposed pending determination of the appeal.
- L. Within thirty days of the verdict, an 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.

## **ARTICLE XI. 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 XII. SAVINGS CLAUSE**

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

Ratified by membership of Local #5185  
 Health Professionals and Allied Employees  
 AFT/AFL-CIO, November 22, 2004