

1 **Changes made 3/9/07, 4/26/07, 5/23/07, 11/30/07**

2
3 Note: Whole section changes are in ***bold italics*** in the paragraph or
4 numbered item below the earlier changes to avoid confusion (i.e.,
5 Article XII).

6
7 deletions = [**bracketed in lower case and bold faced**] (regardless
8 of whether or not there are strikeouts)

9
10 additions = **UPPERCASE**

11
12
13 **AFT LOCAL 1839 CONSTITUTION**

14
15
16 **Preamble:**

17
18 We, the members of the New Jersey City University Professionals, American Federation
19 of Teachers Local 1839, have joined together to ensure participation in decision making
20 at NJCU and to promote the professional and economic satisfaction of the members and
21 the advancement of education, by means of our cooperative action and **OUR** affiliation
22 with the AFT.
23

24 **Article I. Name:**

25
26 This organization shall be known as the New Jersey City University Professionals, Local
27 1839 of the American Federation of Teachers (**AFL-CIO**).

28
29 **Article II. Objectives:**

30
31 This Local, as a union of professionals, unites members in a federation for mutual
32 assistance in order to:

- 33
34 1. Promote and protect an atmosphere and structure of academic freedom for members
35 and students in the pursuit [**and dissemination of knowledge and the acquisition**
36 **and dissemination of skills**] **OF EDUCATION, [and] SCHOLARSHIP AND**
37 **SERVICE.**
38
39 2. Provide the best possible conditions for teaching, **LEARNING, [and] research,**
40 **AND SERVICE. [These conditions include work loads, salaries, fringe**
41 **benefits and other relevant factors.]**
42

- 1 3. **[Provide and guarantee appropriate] PROMOTE AND PROTECT** job security
2 for all members of the bargaining unit **(DEFINED IN ARTICLE III)**.
- 3
- 4 4. Provide **[and guarantee] protection AND PROTECT** against arbitrary actions and
5 ensure due process **[in cases of grievance]**.
- 6
- 7 5. Promote maximum participation in decision making by unit members.
- 8
- 9 6. Promote the excellence of New Jersey City University and its service to the urban
10 mission.
- 11
- 12 7. Promote the interests of unit members, the teaching profession, and **PUBLIC**
13 higher education **[in general]**.
- 14
- 15 8. Embody these objectives in a workable statewide agreement between the State of
16 NJ and the Council of NJ State College Locals **(CNJSCL)**, and through local
17 agreements between New Jersey City University and Local 1839.
- 18
- 19 9. Eliminate inequality in education in all its forms.
- 20
- 21 10. Support and cooperate with organized labor **[and]** to promote policies and
22 procedures consistent with the aims of organized labor.
- 23

24 **Article III. Membership:**

- 25
- 26 1. All members of the university faculty/professional staff bargaining unit and the
27 adjunct **FACULTY** bargaining unit as defined by the Public Employees Relations
28 Commission (PERC) are eligible for membership if employed at New Jersey City
29 University. Included are **FULL-TIME/PART-TIME FACULTY, [faculty,**
30 librarians, professional staff, and **ADJUNCT FACULTY [adjuncts]** at New
31 Jersey City University and A. Harry Moore School Faculty. Those designated as
32 managerial personnel are excluded.
- 33
- 34 2. Retired members of the Local may elect to continue as members. They shall not
35 pay dues or have voting privileges, but they may attend and speak at all meetings.
- 36
- 37 3. Persons who have worked with or shown great interest in or given aid to the Local
38 may be made honorary members. These members shall not pay dues or have
39 voting privileges, but they may attend and speak at all meetings.
- 40
- 41 4. Membership and its rights and privileges shall not be denied or abridged on
42 account of **[sex,] GENDER,** color, race, age, religion, **[ethnic origin]**
43 **ETHNICITY, NATIONAL ORIGIN,** marital status, **[sexual preference]**
44 **SEXUALITY,** political belief or physical **[condition] ABILITY.**
- 45

- 1 5. Membership in good standing is required to hold office or to vote in elections or
2 **TO VOTE** at membership meetings. Good standing is defined as those members
3 whose dues are not more than 60 days in arrears. These members have all rights
4 and privileges of membership except where specifically stated otherwise.
5

6 **Article IV. Officers:**

- 7
8 1. The officers of this organization shall be the President, **[four] FIVE** Vice-
9 Presidents, **Recording Secretary, Corresponding Secretary**, and Treasurer.
10
11 2. **[All officers, except three vice-presidents] THE PRESIDENT, EXECUTIVE**
12 **VICE-PRESIDENT, RECORDING SECRETARY, CORRESPONDING**
13 **SECRETARY, AND TREASURER** shall be elected by the membership as
14 determined by a majority of the votes cast in a secret ballot. The vice-presidents
15 for AHM, the professional staff/librarians, **FULL-TIME/PART-TIME**
16 **FACULTY** and **ADJUNCT FACULTY [adjuncts]** shall be elected by the
17 members of their respective constituencies by a majority of the votes cast in a
18 secret ballot.
19
20 3. **ALL OFFICERS SHALL BE ELECTED FOR A TWO-YEAR TERM.**
21 **[Holders of a specific office] OFFICERS** cannot **[retain] BE ELECTED TO**
22 **ANY PARTICULAR OFFICE [that office]** for more than three successive
23 terms.
24
25 4. Elected officers will take office on the first day **[in July] OF JUNE** of the year in
26 which they are elected and shall hold office until **[June 30] MAY 31ST** of the
27 **[following year,] YEAR IN WHICH THEIR TERM ENDS** unless **THEY**
28 **RESIGN** or are removed from office for reasons stated in **(ARTICLE V,**
29 **SECTION 6).**
30
31 5. Elected officers are subject to recall by the membership on matters based on the
32 performance of their duties as delineated in this Constitution.. A petition signed
33 by 15% of the **[members], CONSTITUENCY THAT ELECTED THE**
34 **OFFICER** specifying the particulars of performance, shall be required to initiate
35 a recall election. The election will be conducted by **AN AD HOC ELECTIONS**
36 **COMMITTEE THROUGH** a secret ballot open to the **[membership relevant**
37 **to the office] CONSTITUENCY THAT ELECTED THE OFFICER.** A vote
38 of 60% of the relevant membership shall be required to remove an officer. **THE**
39 **RECALL ELECTIONS MUST TAKE PLACE WITHIN 45 BUSINESS**
40 **DAYS OF RECIPT OF A VALID PETITION BY THE HIGHEST**
41 **RANKING OFFICER OF THE EXECUTIVE COMMITTEE WHO IS NOT**
42 **SUBJECT TO RECALL.**
43

44 **Article V. Executive Committee:**

45

- 1 1. The Executive Committee shall **OVERSEE, RECOMMEND, AND**
2 ~~[superintend the administration of the]~~ **IMPLEMENT THE** policies of the
3 local. It shall have the power to act for the membership [~~within the limits of]~~ **IN**
4 **ACCORDANCE WITH** the constitution **IF NECESSARY** between
5 membership meetings. ~~[except that]~~ It shall not have the power to set dues or
6 assessments. ~~[It shall have other powers, duties, and responsibilities as may~~
7 ~~be set by the membership.]~~
8
- 9 2. The Executive Committee of this Local shall be chaired by the President and
10 consist of all elected officers, chairpersons **OF** standing committees, **TWO**
11 **UNION REPRESENTATIVES WHO HAVE THE HIGHEST NUMBER OF**
12 **VOTES CAST IN THE GENERAL ELECTION (AND WHO ARE NOT**
13 **OFFICE-HOLDERS), AND ALL DELEGATES TO THE COUNCIL OF**
14 **NEW JERSEY STATE COLLEGE LOCALS AS ELECTED BY THE**
15 **DELEGATES.**
16
- 17 3. The Executive Committee shall meet at least once every month during the
18 academic year in order to **OVERSEE, RECOMMEND, AND** ~~[administer]~~
19 **IMPLEMENT** the policies of the organization as set by the membership. The
20 membership shall be given notice of the schedule of Executive meetings.
21 **SPECIAL MEETINGS CAN BE CALLED BY THE PRESIDENT OF BY**
22 **40% OF THE OTHER EXECUTIVE COMMITTEE MEMBERS.**
23
- 24 4. The Executive Committee meetings will be open to all members **OF THE**
25 **BARGAINING UNIT. THE EXECUTIVE COMMITTEE RETAINS THE**
26 **RIGHT TO HAVE A CLOSED SESSION ON PERSONNEL MATTERS**
27 **SUBJECT TO A MAJORITY ROLL CALL VOTE OF THE EXECUTIVE**
28 **COMMITTEE MEMBERS PRESENT.**
29
- 30 ~~[5.]~~ ~~[The Executive Committee shall set the time and place of each executive and~~
31 ~~membership meeting, and cause the agenda to be published in advance of the~~
32 ~~meeting. (as provided in the constitution.)~~
33
- 34 5. ~~In a given term of office, any officer or Executive Committee member who is~~
35 ~~absent for three consecutive regularly scheduled Executive meetings without~~
36 ~~acceptable reason MAY~~ ~~[shall]~~ ~~be subject to removal from office. Removal~~
37 ~~will be effected by a 2/3 vote of the~~ ~~[membership APPROPRIATE~~
38 ~~CONSITUENCY]EXECUTIVE COMMITTEE.~~ ~~[after being placed on the~~
39 ~~meeting agenda by a vote of 2/3 of the Executive Committee.]~~
40
41

42 Article VI. Duties and Responsibilities of the Officers:

- 44 1. The President shall:

- 1 A. Preside at all membership meetings and meetings of the Executive
- 2 Committee,
- 3 **B. PROPOSE THE AGENDA, AND CAUSE THE DRAFT AGENDA TO**
- 4 **BE PUBLISHED IN ADVANCE OF THE GENERAL AND**
- 5 **EXECUTIVE MEETINGS.**
- 6 C. Be the principal spokesperson for the Local (and represent it when and
- 7 where necessary) **AND REPORT TO THE EXECUTIVE**
- 8 **COMMITTEE AS TO THE SUBSTANCE OF THE MEETING.**
- 9 D. Appoint members and designate Chairpersons Pro Tem to convene the
- 10 first meeting of ad-hoc committees with the advice and consent of the
- 11 Executive Committee if not otherwise provided. ~~[(for)].~~
- 12 E. Be a member **NON-VOTING** ex-officio of all **OTHER** committees
- 13 ~~WITH THE EXCEPTION OF THE EXECUTIVE COMMITTEE.~~
- 14 **THE PRESIDENT IS A VOTING MEMBER OF THE EXECUTIVE**
- 15 **COMMITTEE.**
- 16 F. **DEVELOP AND PROPOSE AN ANNUAL BUDGET TO THE**
- 17 **EXECUTIVE COMMITTEE FOR ITS CONSIDERATION.**
- 18 G. Sign necessary documents and contracts ~~[if]~~ **AS** duly authorized. ~~[thereby~~
- 19 ~~binding the Local.]~~
- 20 H. ~~[Formally]~~ Report in writing to the membership once each academic year
- 21 summarizing accomplishments of **THE LOCAL.** ~~[of the Chapter and~~
- 22 ~~outlining plans for the next twelve months].~~
- 23 I. Have the power to delegate the above duties except as otherwise provided.
- 24 Be a delegate to the national convention of the American Federation of
- 25 Teachers and the Council of New Jersey State College Locals.
- 26 J. **BE RESPONSIBLE FOR MAINTAINING AND DISTRIBUTING**
- 27 **PERSONNEL INFORMATION AS NECESSARY AND THE USE**
- 28 **OF CONFIDENTIAL MATERIALS..**
- 29 K. **CARRY OUT THE DECISIONS OF THE EXECUTIVE**
- 30 **COMMITTEE AND THE MEMBERSHIP.**
- 31 L. **BE RESPONSIBLE FOR THE OPERATION OF THE LOCAL**
- 32 **OFFICE, INCLUDING MAINTAINING UNION RECORDS [and**
- 33 ~~use of confidential information].~~

34
35 **2. The Executive Vice-President shall:**

- 36
- 37 **A.[D]** Perform all the duties of the president in the absence or disability of the
- 38 president.
- 39 **B.[E]** Become president if the president dies, resigns, becomes permanently
- 40 disabled, or ceases to be a member of the union.
- 41 **C [A]** Serve as ~~[chief]~~ **PRINCIPAL** organizer for **ALL CONSTITUENCIES**
- 42 ~~[full-time and adjunct members.]~~
- 43 ~~[B. Supervise, direct and oversee the work of union representatives.]~~
- 44 **D.** Attend meetings and events upon instruction from the president.
- 45
- 46

- 1 E. **[Be a member] SERVE AS A NON-VOTING EX-OFFICIO**
2 **MEMBER OF ALL COMMITTEES AT HIS/HER DISCRETION.**
3 ~~F. Be responsible for the operation of the Local office including~~
4 ~~maintaining union records under the direction of the president.~~
5
6 G. **KEEP THE MEMBERSHIP AND AGENCY FEE ROLLS AND**
7 **PROVIDE THEM TO MEMBERS OF THE EXECUTIVE**
8 **COMMITTEE AND CHAIRS OF AD HOC COMMITTEES WHEN**
9 **NEEDED FOR OFFICIAL FUNCTIONS.**

10
11
12 3. The [2nd] Vice-President **FOR FACULTY** shall:

- 13
14 A. **MONITOR, REPORT ON, AND WORK TO CORRECT**
15 **CONCERNS OF THE FACULTY ABOUT THE TERMS AND**
16 **CONDITIONS OF EMPLOYMENT [work.] [Have the primary**
17 **responsibility to represent and/or serve as liaison with professional**
18 **staff and librarians in the unit.]**
19 B. **AT THE DISCRETION OF THE PRESIDENT, REPRESENT THE**
20 **FACULTY AT MEETINGS WITH UNIVERSITY**
21 **ADMINISTRATORS. [Perform all the duties of the president in the**
22 **absence or disability of the president and 1st vice president.]**
23 C. **COMMUNICATE ON A REGULAR BASIS WITH THE FACULTY**
24 **CONCERNING UNION MATTERS. [Be next in line of succession**
25 **after the executive vice president.]**
26 D. **WORK WITH THE EXECUTIVE VICE PRESIDENT AND UNION**
27 **REPRESENTATIVES TO BUILD AND/OR SUSTAIN FACULTY**
28 **MEMBERSHIP IN LOCAL 1839.**
29 E. **PERFORM ALL DUTIES OF THE PRESIDENT IN THE**
30 **ABSENCE OR DISABILITY OF THE PRESIDENT AND**
31 **EXECUTIVE VICE PRESIDENT.**
32 F. **[CARRY OUT THE DECISIONS OF THE EXECUTIVE**
33 **COMMITTEE AND MEMBERSHIP]**
34

35 4. The [3rd] Vice-President **FOR PROFESSIONAL STAFF AND**
36 **LIBRARIANS** shall:

- 37
38 A. **MONITOR, REPORT ON, AND WORK TO CORRECT**
39 **CONCERNS OF PROFESSIONAL STAFF AND LIBRARIANS**
40 **ABOUT THE TERMS AND CONDITIONS OF EMPLOYMENT.**
41 **[Have the primary responsibility to represent and/or serve as liaison**
42 **with unit members as the A. Harry Moore School.]**
43 B. **AT THE DISCRETION OF THE PRESIDENT, REPRESENT THE**
44 **PROFESSIONAL STAFF AND LIBRARIANS AT MEETINGS**
45 **WITH UNIVERSITY ADMINISTRATORS. [Be next in line of**
46 **succession after the 2nd vice president for the office of president.]**

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- C. COMMUNICATE ON A REGULAR BASIS WITH THE PROFESSIONAL STAFF AND LIBRARIANS CONCERNING UNION MATTERS.
- D. WORK WITH THE EXECUTIVE VICE PRESIDENT AND UNION REPRESENTATIVES TO BUILD AND/OR SUSTAIN PROFESSIONAL STAFF AND LIBRARIAN MEMBERSHIP IN LOCAL 1839.
- E. PERFORM ALL THE DUTIES OF THE PRESIDENT IN THE ABSENCE OR DISABILITY OF THE PRESIDENT, EXECUTIVE VICE-PRESIDENT, AND VICE PRESIDENT FOR FACULTY.

5. The [4th] Vice-President FOR A. HARRY MOORE SCHOOL shall:

- A. HAVE THE PRIMARY RESPONSIBILITY TO REPRESENT AND/OR SERVE AS LIAISON WITH MEMBERS OF THE AHM BARGAINING UNIT.
- ~~B. BE NEXT IN LINE OF SUCCESSION AFTER THE VICE PRESIDENT FOR PROFESSIONAL STAFF AND LIBRARIANS.~~
- C. AT THE DISCRETION OF THE PRESIDENT, REPRESENT THE FACULTY OF THE A. HARRY MOORE SCHOOL AT MEETINGS WITH SCHOOL AND UNIVERSITY ADMINISTRATORS.
- D. WORK WITH THE EXECUTIVE VICE-PRESIDENT AND UNION REPRESENTATIVES TO BUILD AND/OR SUSTAIN FACULTY MEMBERSHIP IN LOCAL 1839 AT THE A. HARRY MOORE SCHOOL.

6. VICE-PRESIDENT FOR THE ADJUNCT FACULTY BARGAINING UNIT SHALL:

- A. MONITOR, REPORT ON, AND WORK TO CORRECT CONCERNS OF THE ADJUNCT FACULTY ABOUT THE TERMS AND CONDITIONS OF EMPLOYMENT.
- B. AT THE DISCRETION OF THE PRESIDENT, REPRESENT THE ADJUNCT FACULTY AT MEETINGS WITH UNIVERSITY ADMINISTRATORS.
- C. COMMUNICATE ON A REGULAR BASIS WITH THE ADJUNCT FACULTY CONCERNING UNION MATTERS.
- D. WORK WITH THE EXECUTIVE VICE-PRESIDENT AND UNION REPRESENTATIVES TO BUILD AND/OR SUSTAIN ADJUNCT MEMBERSHIP IN THE LOCAL.

6. The Recording Secretary shall:

- 1 A. Make, keep, and distribute records of the activities of the Local and
- 2 Executive, including but not limited to minutes of all Executive and
- 3 membership meetings.
- 4 B. Maintain a policy file of all action that is taken at membership meetings
- 5 that determines policy of action for the Local.
- 6 C. **MAINTAIN AND PROVIDE ACCESS TO LOCAL AGREEMENTS.**

7
8 **7. THE CORRESPONDING SECRETARY SHALL:**

- 9
- 10 **A. PROVIDE AND ISSUE NOTICES, INCLUDING MEETING**
- 11 **NOTICES.**
- 12 **B. CARRY ON CORRESPONDENCE UNDER THE DIRECTION OF**
- 13 **THE PRESIDENT.**
- 14 **C. PERFORM THE DUTIES OF THE RECORDING SECRETARY IN**
- 15 **HIS/HER ABSENCE.**
- 16 **D. WORK WITH AND OVERSEE THE WEBMASTER AND**
- 17 **EDITORS OF PRINTED PUBLICATIONS.**

18

19 **8. The Treasurer shall:**

- 20
- 21 A. **BE RESPONSIBLE FOR** all financial operations of the Local, including
- 22 the collection and deposit of dues, payment of all authorized bills, per
- 23 capita assessments of affiliated organizations, and **ARRANGE FOR**
- 24 filing tax returns.
- 25 B. Be chairperson of the Budget/Finance Committee and present a
- 26 written budget to the members at the beginning of each academic year.
- 27 C. **DEVELOP A PROPOSED BUDGET UNDER THE DIRECTION OF**
- 28 **THE PRESIDENT.**
- 29 D. **MAINTAIN** financial records and have them available for examination or
- 30 audit as required; give a financial report at each membership meeting.

31

32 **9. SUCCESSSION:**

33

34 **THE EXECUTIVE COMMITTEE SHALL ELECT A NEW PRESIDENT**

35 **AND EXECUTIVE VICE-PRESIDENT IN THE EVENT THAT BOTH**

36 **ARE UNABLE TO SERVE.**

37

38 **Article VII. Elections:**

- 39
- 40 1. The Elections Committee provided for in (**ARTICLE IX**) shall be entirely
- 41 responsible for conducting the voting for officers, chairpersons of standing
- 42 committees, elected delegates, and building reps. **NO MEMBER OF THE**
- 43 **ELECTION COMMITTEE CAN BE A CANDIDATE FOR AN ELECTED**
- 44 **POSITION.**
- 45

1 2. The Elections Committee shall seek and receive nominations and present
2 nominations received to the membership **[at the next-to-last scheduled**
3 **membership meeting of the spring semester] AT LEAST THIRTY DAYS**
4 **BEFORE THE ELECTION.** **[The Election Committee shall publish the final**
5 **ballot immediately following the meeting.]**
6

7 3. Elections shall be by secret ballot of the members in good standing. The persons
8 receiving the most votes for each office from the relevant membership shall be
9 elected. **ALL TIES SHALL BE DECIDED BY A RUN-OFF ELECTION.**
10 Where alternates are to be elected, there shall be a single list of candidates for
11 delegates and alternates combined. The persons receiving the largest number of
12 votes will be the delegates and those receiving the next highest shall be alternates.
13

14 **[4. Balloting shall be conducted at a polling place or by mailed absentee ballot**
15 **(for those on sabbatical or leave of absence, or sick leave). If a polling place**
16 **is used, due consideration shall be given to the varying schedules of the**
17 **members in choosing polling hours, and provisions shall be made for the**
18 **casting of absentee ballots. There shall be adequate notice of the time and**
19 **place, and at least six calendar days notice in the case of change (other than**
20 **extension) of time. All arrangements shall be made by or under the direction**
21 **of the Elections Committee.]**
22

23 **[5]** 4. The voting procedure will be determined by the Elections Committee and
24 presented to the membership for ratification at the next-to-last scheduled
25 membership meeting of the spring semester.
26

27 *#1-4 rewritten:*
28

29 1. *The Elections Committee provided for in (ARTICLE IX) shall be entirely*
30 *responsible for conducting the voting for all elected positions. NO MEMBER*
31 *OF THE ELECTION COMMITTEE CAN BE A CANDIDATE FOR AN*
32 *ELECTED POSITION.*
33

34 2. *The following are the positions that will be elected:*

35 A. *President*

36 B. *EXECUTIVE VICE PRESIDENT*

37 C. *Four Vice Presidents*

38 **D. Corresponding Secretary**

39 E. *Recording Secretary*

40 F. *Treasurer*

41 **G. CHIEF NEGOTIATING OFFICER**

42 H. *Chairpersons of the Standing Committees*

43 I. *Delegates and Alternates to the AFT National Convention*

44 **J. [Building] UNION Reps**

45 K. *Delegate(S) and Alternates to the CNJSCL*

46 L. *Delegate(S) to the Hudson County Central Labor Council*

1
2 3. *The voting procedure will be determined by the Elections Committee within the*
3 *requirements of AFT and Federal Election law, and be presented to the*
4 *membership for approval at least two general membership meetings prior to the*
5 *election (60 days).*

6
7 4. *The Elections Committee shall announce election procedures at least 50 days*
8 *prior to elections; they shall seek and receive nominations no later than 40 days*
9 *before the elections. Nominations should be presented to the membership at*
10 *least 30 days before the elections. Elections are in the spring of even-numbered*
11 *years.*

12
13 5. *Elections shall be by secret ballot of the members in good standing. The*
14 *persons receiving the most votes for each office from the relevant membership*
15 *shall be elected. **ALL TIES SHALL BE DECIDED BY A RUN-OFF***
16 ***ELECTION.** Where alternates are to be elected, there shall be a single list of*
17 *candidates for delegates and alternates combined. The persons receiving the*
18 *largest number of votes will be the delegates and those receiving the next*
19 *highest shall be alternates.*

20
21
22 [7]6. Only members in good standing may vote. [Ballots improperly marked so as to
23 obscure the intention of the voter or violate the secrecy of the ballot shall be
24 void for any or all offices affected.] The Elections Committee shall have the
25 authority to decide [questioned voters or] **QUESTIONS OF VOTER**
26 **ELIGIBILITY AND CHALLENGED** ballots. Ballots shall be counted by at
27 least three persons.

28
29 [8]7. Electioneering within the voting area as designated by the Election Committee is
30 prohibited.

31
32 [9]. Should vacancies occur in office between regular elections, they shall be filled by
33 majority vote **OF THE RELEVANT CONSTITUENCY** at a membership
34 meeting. In emergencies between membership meetings, the Executive
35 Committee can fill an office on an acting basis, but the office must be filled on a
36 permanent basis by majority vote at the next membership meeting.

37 38 **Article VIII. Membership Meetings:**

39
40 1. The primary method of expressing the will of the Local is a vote of members
41 called together in a meeting, or another form of vote ordered by such a meeting.
42 Major policies are to be established or altered in this way or as provided
43 elsewhere **IN THIS CONSTITUTION.**

- 1 2. There shall be regularly scheduled meetings. There may also be special meetings.
2 Notice of any meetings is required. Meetings shall be held and conducted in
3 accordance with the rules of this constitution and be open to all members.
4
- 5 3. Minutes of each regular or special meeting will be prepared by the recording
6 secretary and distributed to the members of the Local at the next meeting for
7 approval. Two copies will be placed in the files for a historical record.
8
- 9 4. An agenda for each regular meeting, and when possible for special meetings, will
10 be **[published in the College Bulletin] DISTRIBUTED**. Any member who
11 wishes to **may** have **AN** item[s] **CONSIDERED FOR THE AGENDA [placed**
12 **on the published agenda by] BY** inform[ing] the president 10 **BUSINESS** days
13 prior to the meeting.
14
- 15 5. If called for by any member, a quorum is needed for action during [regular]
16 meetings. A quorum is considered to be 10 members of this Local, including at
17 least three Executive Committee members.
18

19 **Article IX. Committees:**

20 **1. Standing Committees:**

21
22 The chairperson of each standing committee shall be elected as described in
23 **(ARTICLE VII)** and shall be a member of the Executive Committee. Members
24 of the standing committees shall be appointed by the **[p]** President with the advice
25 and consent of the Executive Committee. **THE RESPONSIBILITIES OF THE**
26 **STANDING COMMITTEES SHALL BE LISTED IN THE BY-LAWS.**
27
28

29 **2. Ad Hoc Committees including the Elections Committee:**

- 30 **A.** Ad hoc committees may be established by the President with the advice
31 and consent of the Executive Committee or by direction of the
32 membership.
33
- 34 **B.** Ad hoc committees shall be **[appointed] ESTABLISHED** to study, act
35 and/or make recommendations on particular problems or areas of study.
36 Their composition and charge shall be explicit and appropriate to the
37 purpose. Each committee shall make a final report with progress reports as
38 required. **ANY AD HOC COMMITTEE THAT DOES NOT SUBMIT A**
39 **REPORT BY THE END OF THE ACADEMIC YEAR WILL BE**
40 **AUTOMATICALLY DISBANDED.**
- 41 **C.** The Election Committee shall **[have five members] BE** selected by the
42 **GENERAL MEMBERSHIP AT ITS DECEMBER MEETING**
43 **PRIOR TO EVEN-YEAR ELECTIONS. [Executive from member**
44 **volunteers solicited at the March meeting of the Local.]**
45

46 **Article X. Affiliations:**

- 1
- 2 1. This Local shall maintain affiliation with the American Federation of Teachers,
- 3 the Council of NJ State College Locals, and the Hudson County Central Labor
- 4 Council.
- 5
- 6 2. Delegates to these bodies shall be elected in accordance with **(ARTICLE VII)**,
- 7 with the number to be determined as prescribed by the affiliation. Unless
- 8 otherwise determined, the number of alternates will be equal to 1/3 of the number
- 9 of delegates. Elected alternates will become delegates if the number allotted
- 10 increases during their term.
- 11
- 12 3. Dues required for affiliation with these bodies will be paid by the Local as
- 13 assessed.
- 14
- 15 4. This Local is not automatically bound by positions taken by the affiliated
- 16 organizations and may through action by the membership either endorse or
- 17 oppose **[affiliated]** positions **OF AFFILIATES**.
- 18

19 **Article XI. Finance:**

- 20
- 21 1. To finance operations of this Local, dues and assessments may be levied on the
- 22 membership by the membership.
- 23
- 24 2. Items listed in the annual budget may be paid by the treasurer without further
- 25 approval. Items not so listed must be authorized by the membership.
- 26 **HOWEVER, THE [or] Executive Committee MAY ACT IN EMERGENT**
- 27 **SITUATIONS AND REPORT THEIR ACTIONS TO THE NEXT**
- 28 **MEMBERSHIP MEETING.**
- 29

30 **Article XII. Negotiations and Contract Ratification: (PLEASE NOTE**

31 **THE COMPLETE ARTICLE XII CHANGES BEGIN ON P. 15.)**

32 **1. STATE-WIDE NEGOTIATIONS: FULL-TIME/PART-TIME UNIT**

- 33
- 34
- 35 **A.** For negotiations **WITH THE STATE OF NEW JERSEY, THE LOCAL**
- 36 **FULL-TIME/PART-TIME [concerning the full-time bargaining unit,]**
- 37 negotiating team **[of the Local will consist of] SHALL BE HEADED BY** the
- 38 **LOCAL [p]President, WHO SHALL AT ALL TIMES BE THE CHIEF**
- 39 **SPOKESPERSON FOR THE TEAN, EXCEPT AS NOTED IN SECTION C**
- 40 **BELOW. OTHER MEMBERS OF THE NEGOTIATING TEAM SHALL**
- 41 **INCLUDE THE CHIEF NEGOTIATOR, A MINIMUM OF ONE MEMBER**
- 42 **FROM EACH OF THE LOCAL'S CONSTITUENCIES (FACULTY,**
- 43 **PROFESSIONAL STAFF, LIBRARIANS, AND A. HARRY MOORE**
- 44 **FACULTY). ADDITIONAL MEMBERS MAY BE ADDED AS NEEDED**
- 45 **TO INSURED THAT EACH COLLEGE OF THE UNIVERSITY IS**
- 46 **REPRESENTED. [vice presidents, grievance chairperson, and delegates to**

1 the CNJSCL. If attendance at negotiations is limited to two representatives,
2 the president and 2nd vice president will represent the Local unless otherwise
3 determined by the membership of by the Executive Committee.]
4

5 **B. IT IS UNDERSTOOD THAT NOT ALL MEMBERS WILL BE REQUIRED**
6 **TO ATTEND ALL NEGOTIATING SESSIONS, BUT THE LOCAL**
7 **PRESIDENT WILL INSURE THAT THE APPROPRIATE MEMBERS**
8 **ARE PRESENT FOR SCHEDULED AGENDA ITEMS.**
9

10 **C. SHOULD THE PRESIDENT NOT BE ABLE TO ATTEND ANY**
11 **NEGOTIATING SESSION, AN ALTERNATE CHIEF SPOKESPERSON**
12 **MAY BE SELECTED BY THE PRESIDENT FOR THAT SESSION WITH**
13 **THE APPROVAL OF A MAJORITY OF THE NEGOTIATING TEAM**
14 **MEMBERS PRESENT AND VOTING.**
15

16 **2. STATE-WIDE NEGOTIATIONS: ADJUNCT FACULTY UNIT**
17

18 **A. For negotiations WITH THE STATE OF NEW JERSEY, THE**
19 **LOCAL ADJUNCT FACULTY [concerning the adjunct bargaining**
20 **unit, the] negotiating team SHALL CONSIST OF THE LOCAL**
21 **PRESIDENT, THE VICE-PRESIDENT FOR ADJUNCT FACULTY,**
22 **THE CHIEF NEGOTIATOR, AND OTHER ADJUNCT FACULTY**
23 **AS NEEDED TO INSURE WIDE REPRESENTATION. THE**
24 **LOCAL PRESIDENT SHALL AT ALL TIMES BE THE CHIEF**
25 **SPOKESPERSON FOR THE NEGOTIATING TEAM EXCEPT AS**
26 **NOTED IN SECTION B BELOW. [of the Local will consist of the**
27 **president, the 4th vice president, the chairperson of the adjunct**
28 **grievance committee, and the adjunct delegates to the CNJSCL. If**
29 **attendance at negotiations is limited to two representatives, the**
30 **president and the 4th vice president will represent the Local unless**
31 **otherwise determined by the membership of by the Executive**
32 **Committee.]**
33

34 **3. LOCAL NEGOTIATIONS:**
35

36 **A. THE NEGOTIATING TEAM FOR LOCAL NEGOTIATIONS**
37 **SHALL CONSIST OF THE LOCAL PRESIDENT, THE VICE-**
38 **PRESIDENTS FOR FACULTY, PROFESSIONAL**
39 **STAFF/LIBRARIANS, ADJUNCT FACULTY, AND A. HARRY**
40 **MOORE FACULTY, OR THEIR DESIGNEES. IN ADDITION,**
41 **EACH OF THE CONSTITUENCIES OF THE LOCAL (FACULTY,**
42 **PROFESSIONAL STAFF, LIBRARIANS, ADJUNCT FACULTY,**
43 **AND A. HARRY MOORE FACULTY) SHALL SELECT A**
44 **REPRESENTATIVE. ADDITIONALLY, EACH COLLEGE OF**
45 **THE UNIVERSITY SHALL BE REPRESENTED ON THE TEAM.**
46

1
2 **B. THE LOCAL PRESIDENT WILL INSURE THAT THE**
3 **APPROPRIATE MEMBERS OF THE NEGOTIATING TEAM ARE**
4 **PRESENT FOR SCHEDULED AGENDA ITEMS.**

5
6 **C. THE CHIEF NEGOTIATOR SHALL BE THE SPOKESPERSON**
7 **FOR THE NEGOTIATING TEAM FOR THE PURPOSE OF**
8 **NEGOTIATING.**

9
10 **4. RATIFICATION PROCEDURES**

11
12 **A. THE RESPECTIVE NEGOTIATING TEAMS SHALL PROVIDE**
13 **REGULAR, COMPREHENSIVE REPORTS TO THE LOCAL**
14 **EXECUTIVE COMMITTEE AND TO THE MEMBERSHIP AT**
15 **LARGE.**

16
17 **B. IN THE CASE OF STATE-WIDE NEGOTIATIONS, IT IS**
18 **UNDERSTOOD THAT THESE REPORTS MAY BE**
19 **CIRCUMSCRIBED BY NEGOTIATING NECESSITIES, BUT IT IS**
20 **ALSO UNDERSTOOD THAT THE NEGOTIATING TEAM'S**
21 **CHIEF PRIORITY AT ALL TIMES IS THE WELFARE OF**
22 **LOCAL 1839 AND ITS MEMBERS.**

23
24 **C. WHEN STATE-WIDE NEGOTIATIONS ARE CONCLUDED, ALL**
25 **MEMBERS OF THE LOCAL SHALL BE PROVIDED WITH THE**
26 **TEXT OF THE AGREEMENT BEFORE A VOTE IS TAKEN.**
27 **MEMBERSHIP IN THE LOCAL IS REQUIRED TO VOTE ON**
28 **CONTRACT RATIFICATION.**

29
30 **D. IN THE CASE OF LOCAL NEGOTIATIONS, ALL PROPOSALS**
31 **SHALL BE PRESENTED TO THE MEMBERSHIP FOR**
32 **APPROVAL BEFORE BEING SUBMITTED TO THE**
33 **ADMINISTRATION. ALL AGREEMENTS WITH THE**
34 **ADMINISTRATION SHALL BE TENTATIVE AGREEMENTS**
35 **UNTIL APPROVED BY A VOTE OF THE MEMBERSHIP.**

36
37 **5. NEGOTIATIONS COMMITTEE**

38
39 **A. THE NEGOTIATIONS COMMITTEE SHALL INCLUDE**
40 **THOSE MEMBERS REFERRED TO IN THIS SECTION.**

41
42 **B. THE CHIEF NEGOTIATOR SHALL BE THE CHAIR OF THE**
43 **NEGOTIATIONS COMMITTEE, AND SHALL BE ELECTED**
44 **IN THE SAME MANNER AS THE CHAIRS OF OTHER**
45 **STANDING COMMITTEES.**

1 [3. Membership in the Local is (not) required to vote on contract ratification.
2 All members of the (union) are eligible to vote and a majority of those voting
3 is required to ratify.]
4

5 **ARTICLE XII. NEGOTIATIONS AND CONTRACT RATIFICATION:**
6 **NEW SECTIONS 1-5**

7
8 **1. THE NEGOTIATIONS COMMITTEE**
9

10 **A.** *The Negotiations Committee shall consist of the Local President, the*
11 *Executive Vice President, the Vice Presidents for Faculty, Professional*
12 *Staff/Librarians, Adjunct Faculty, and A. Harry Moore School Faculty, or*
13 *their designees. In addition, each of the constituencies of the Local*
14 *(Faculty, Professional Staff/Librarians, Adjunct Faculty, and A. Harry*
15 *Moore School Faculty) shall select a representative. Additional members*
16 *may be added as needed to insure that each College and Division of the*
17 *University is represented.*

18
19 **B.** *The Chief Negotiator shall be the Chairperson of the Negotiating Committee.*
20

21
22 **2. STATE-WIDE NEGOTIATIONS: FULL-TIME/PART-TIME UNIT**
23

24 **A.** *For negotiations with the State of New Jersey, the Local Full-time/Part-*
25 *Time negotiating team shall be headed by the Local President, who shall at*
26 *all times be the spokesperson for the team, except as provided in Section C*
27 *below. The three other members of the team are the Chief Negotiator, the*
28 *Executive Vice President, and other members to be selected by the President*
29 *with expertise in scheduled subject matters of negotiations.*
30

31 **B.** *It is understood that all members of the team will not be required to attend all*
32 *negotiating sessions, but the Local President will insure that the appropriate*
33 *members are present for scheduled negotiations.*
34

35 **C.** *Should the President not be able to attend any negotiating session, an*
36 *alternate chief spokesperson may be selected by the President with the*
37 *approval of a majority of the negotiating team members present and voting.*
38

39
40 **3. STATE-WIDE NEGOTIATIONS: ADJUNCT FACULTY UNIT**
41

42 **A.** *For negotiations with the State of New Jersey, the Local Adjunct*
43 *Faculty Negotiating Team shall consist of the Local President, who shall*
44 *at all times be the spokesperson for the team, except as provided in*
45 *Section B below. Other members of the team shall include the Vice-*
46 *President for Adjunct Faculty, the Chief Negotiator, the Executive Vice*

1 *President, and other adjunct faculty to be selected by the President with*
2 *expertise in scheduled subject matters of negotiations.*

- 3
4 **B.** *Should the President not be able to attend any negotiating session, an*
5 *alternate chief spokesperson may be selected by the President with the*
6 *approval of a majority of the negotiating team members present and voting.*

7
8
9 **4. LOCAL NEGOTIATIONS**

- 10
11 **A.** *For negotiations the Local Full-time/Part-Time negotiating team shall be*
12 *headed by the Local President, who shall at all times be the spokesperson*
13 *for the team, except as provided in Section C below. The other members of*
14 *the team are the Chief Negotiator, the Executive Vice President, and a*
15 *fourth member to be selected by the President with expertise in scheduled*
16 *subject matters of negotiation.*

- 17
18 **B.** *The Local President will insure that the appropriate members of the team*
19 *are present for scheduled agenda items.*

- 20
21 **C.** *Should the President not be able to attend any negotiating session, an*
22 *alternate chief spokesperson may be selected by the President with the*
23 *approval of a majority of the negotiating team members present and voting.*

24
25
26 **5. NEGOTIATIONS REPORTS**

- 27
28 **A.** *The respective Negotiating Teams shall provide regular, comprehensive*
29 *reports to the Local Executive Committee and to the membership at large.*

- 30
31 **B.** *In the case of State-wide negotiations, it is understood that these reports*
32 *may be circumscribed by negotiating necessities, but it is also understood*
33 *that the Negotiating Team's chief responsibility at all times is the welfare of*
34 *Local 1839 and its members.*

35
36
37 **6. RATIFICATION PROCEDURES**

- 38
39 **A.** *Membership in the Local is required to vote on contract ratification.*

- 40
41 **B.** *In the case of local negotiations, all proposals shall be presented to the*
42 *membership for approval before being submitted to the Administration. All*
43 *agreements with the Administration shall be tentative agreements until*
44 *approved by a vote of the members present and voting at a regular meeting*
45 *of the Local.*

1 C. *All agreements with the Administration shall be tentative agreements until*
2 *approved by a vote of the members present and voting at a regular meeting*
3 *of the Local.*
4
5

6 **Article XIII. Dues:**
7

- 8 1. Establishments of dues shall be by vote of the membership after: (a) 2/3 of the
9 Executive Committee approves the dues structure, or (b) a petition signed by at
10 least 10% of the membership. **CHANGE IN DUES STRUCTURE MUST BE**
11 **PRESENTED TO THE MEMBERSHIP IN WRITING ONE WEEK PRIOR**
12 **TO THE NEXT REGULAR MEETING, AT WHICH A VOTE OF 2/3 OF**
13 **THOSE PRESENT WILL BE REQUIRED FOR THE ACCEPTANCE OF**
14 **THE DUES CHANGE.**
15
16 2. Upon either of the above the Executive Committee shall present to the
17 membership at a regular or special meeting the financial condition of the Local
18 and the reasons for the change in dues.
19
20 [3. **Change in dues structure must be presented to the membership in writing**
21 **one week prior to the next regular meeting, at which a vote of 2/3 of those**
22 **present will be required for acceptance of the dues change.]**
23
24 4. The president will instruct the treasurer to make all necessary arrangements with
25 the University and the State, **THE COUNCIL OF CNJSCL, AFT NATIONAL,**
26 **AND THE HUDSON COUNTY LABOR COUNCIL.**
27
28 5. Members on leave of absence must make all arrangements to pay dues in order[s]
29 to remain members in good standing. It is not the responsibility of this Local to
30 [allow a member to] **MAKE THOSE ARRANGEMENTS [remain in good**
31 **standing if he/she does not pay dues on time].**
32

33 **Article XIV. Rules or OF Order:**
34

35 *Roberts Rules of Order* (**CURRENT EDITION**) shall govern in all cases not governed
36 by this constitution.
37

38 **Article XV. Amendment to the Constitution:**
39

- 40 1. Proposals for amendment of this constitution may be initiated by 2/3 of Executive
41 Committee members or by a petition signed by at least 10% of membership in
42 good standing.
43
44 2. Members shall be notified ten days in advance of the proposed changes, and
45 proposed changes shall be considered by the members at two consecutive monthly

1 meetings. They shall be brought to a vote at the second meeting with a 2/3
2 majority of votes cast needed for approval.
3

4 **Article XVI. Ratification:**
5

- 6 **1.** If approved by the Constitutional Committee and the Executive Committee this
7 proposed constitution shall be presented to the membership at two consecutive
8 meetings and brought to a vote at the second meeting. Amendments to the
9 proposed text may be presented and voted upon at their meeting.
10
- 11 **2.** A 2/3 vote of the members present shall be required for ratification.
12
- 13 **3.** The constitution shall become effective 48 hours after ratification. Copies of this
14 constitution upon ratification shall be sent to all members of the Local and all
15 affiliated organizations. Copies shall be sent to other organizations upon request.
16 **[The secretary shall maintain] [c]Copies SHALL BE MAINTAINED** for all
17 new members and a copy shall be placed in the historical files.