**Rochester Phlebotomists United**
**RUNAP Local 3**
**Constitution and Bylaws**

## Article I. Name and Affiliation

**Section 1.** Rochester Phlebotomists United, RUNAP Local 3 (hereinafter referred to as the Local Union) shall be affiliated to the Rochester Union of Nurses and Allied Professionals (hereinafter referred to as RUNAP).

**Section 2.** All activities of the Local shall be conducted in accordance with the RUNAP Bylaws. RUNAP remains the bargaining agent for all bargaining units within the Local.

## Article II. Membership and Voting Body

**Section 1**. The term "member" shall mean those members of the outpatient Phlebotomist bargaining unit at Rochester Regional Health who are represented by RUNAP for the purpose of collective bargaining and are current dues paying members in good standing of RUNAP. No dues shall be assessed prior to the ratification of a first collective bargaining agreement, and all members of the bargaining unit shall be considered members in good standing during that period.

**Section 2.** Should other related bargaining units be organized by RUNAP, such units may be admitted to the Local Union by a vote of the Local Board and these Bylaws so amended in accordance with Article VII.

**Section 2**. All members in good standing shall have the right to vote in elections for local officers, bargaining committees, and union representatives.

**Section 3**. All members in good standing shall have the right to vote for bylaws amendments, strikes, and the ratification of any collective bargaining agreement for their bargaining unit.

**Section 4.** Only members in good standing may hold office and/or serve on the Bargaining Committee and all other committees.

## Article III. Local Officer Positions, Duties, and Elections

**Section 1.** The officers of the Local Union shall be: President, Vice President, Secretary, Grievance Chair, Communications Chair, and Membership. These six officers shall compose the Local Board.

**Section 2.** The President shall preside at all meetings of the Local Board and Membership; shall serve ex-officio as a member of the Bargaining Committee; shall serve ex-officio as the Local Union's Delegate to the RUNAP Executive Board (or designate a replacement); and shall transact other business before the Local Union.

**Section 3.** The Vice President shall assist the President in the execution of their duties; shall preside at meetings of the Local Board and Membership if the Chair is absent; and shall serve ex-officio as a member of the Bargaining Committee.

**Section 4.** The Secretary shall record and report minutes of all Local Board, Membership, and Bargaining Committee meetings or shall designate a record-keeper for all such meetings; shall preside at meetings of the Local Board and Membership if both the President and Vice President are absent; shall aid the President in conducting general correspondence; and shall serve ex-officio as member of the Bargaining Committee.

**Section 5.** The Grievance Chair shall appoint members of the Grievance Committee; shall preside at meetings of that Committee; shall manage the records of grievances; shall make periodic reports on the status of grievances to the Local Board; and shall serve ex-officio as member of the Bargaining Committee.

**Section 6.** The Communications Chair shall appoint members of the Communications Committee; shall preside at meetings of that Committee; shall notify members of Local Union business; and shall serve ex-officio as member of the Bargaining Committee.

**Section 7.** The Membership Chair shall keep membership rolls and lists; shall conduct outreach to new members of the Local Union; shall ensure the membership in good standing or fair share status of all bargaining unit members; and shall serve ex-officio as a member of the Bargaining Committee.

**Section 8.** The Local Board shall meet periodically to conduct Local Union business. Business before the Local Board shall be decided by majority vote of the officers present, with ties broken by the President. A majority of the Local Board shall constitute a quorum, but a vote shall only be final if the affirmative or negative is carried by a majority of all sitting officers, present or absent. (e.g. With a full Local Board of six officers, four may constitute a quorum, but at least four, or three including the President, must vote to undertake a final decision.)

**Section 9.** The Local Board shall, in conjunction with the RUNAP Executive Board, be responsible for negotiating Memoranda of Agreement or side letters during the term of a collective bargaining agreement when a Bargaining Committee has not been convened.

**Section 10.** The Local Board shall periodically inform the membership of the activities of the union and may call periodic Membership meetings to this purpose.

**Section 11.** Local Union officer elections shall be conducted in the Fall of 2026 and shall recur every two years following. All members in good standing shall be eligible to nominate

candidates, be nominated, and vote in the election. Nominations and elections shall be conducted by the Elections Committee in accordance with these Bylaws and the RUNAP Bylaws.

**Section 12.** In the event of a vacancy in one of these offices, the Local Board shall appoint a replacement for the remainder of the term, except that in the case of a vacancy in the office of the President, the Vice President shall assume that office, with the ensuing vacancy in the office of Vice President being filled via appointment by the Local Board.

## ARTICLE IV. Committees

**Section 1.** The Bargaining Committee shall be elected by the membership in advance of each round of collective bargaining and shall serve until the ratification of a collective bargaining agreement. The Bargaining Committee shall review the existing collective bargaining agreement; receive from and make recommendations to the members on proposed revisions to the existing agreement; represent the membership in meetings and negotiations with the employer; report to the membership on meetings with the employer; make tentative agreements on new collective bargaining agreements with the employer for presentation to the membership for ratification. Provisions for the election of members of the Bargaining Committee are detailed in Article V.

**Section 2.** The Grievance Committee shall be composed of volunteers appointed by the Grievance Chair, who shall preside at meetings of that Committee and serve as the tie-breaking vote. The committee shall be responsible for the processing of grievances in accordance with the contractual grievance procedure and for the related record-keeping. It shall train union representatives and members in the grievance procedure, interview grievants, ensure the contractual grievance process is being followed, and transmit recommendations for arbitration to the Local Board and RUNAP Executive Board.

**Section 3.** The Communications Committee shall be composed of volunteers appointed by the Communications Chair, who shall preside at meetings of that Committee and serve as the tie-breaking vote. The committee shall be responsible for the Local Union's newsletter, email communications, and press contacts, in conjunction with the RUNAP Executive Board and RUNAP staff.

**Section 4.** The Elections Committee shall be composed of an odd number of volunteers, with a majority appointed by the President and a minority appointed by the Vice President. The committee shall be responsible for posting open nominations for Officer, Bargaining Committee, and Union Representative positions, preparing election ballots, overseeing elections, tabulating ballots, and announcing election results. No member of the Elections Committee may run for an Officer position, unless they first resign their position on the Committee, but may run for a Bargaining Committee or Union Representative position. If a dispute arises concerning a Bargaining Committee or Union Representative election being contested by a member of the Elections Committee, it shall be referred to and resolved by the Local Board.

**Section 5.** Special committees may be created for specific projects or programs by vote of the Local Board.

## ARTICLE V. Composition of the Bargaining Committee

**Section 1.** In accordance with the RUNAP Bylaws, the Local Union shall convene a Bargaining Committee representative of the membership at a roughly 1:10 ratio and shall engage in open bargaining, in which any member of the bargaining unit may observe bargaining sessions between the committee and the employer. The committee may vote to close caucuses only when sensitive information is being discussed; it may never vote to close on-the-record meetings with the employer.

**Section 2.** There shall exit one (1) seat on the Bargaining Committee per ten (10) bargaining unit members, which may be apportioned by region, worksite, or other material division of the bargaining unit. In cases in which the total number is not divisible by 10, numbers ending in 5 or higher will be rounded up and numbers ending in 4 or lower will be rounded down, with an exception that all divisions of the bargaining unit shall have at least one (1) seat.

**Section 3.** Members of the Local Board sit on the Bargaining Committee by virtue of their office and do not take up a seat otherwise apportioned.

**Section 4.** Members of the RUNAP Executive Board who are members of the Local Union sit on the Bargaining Committee by virtue of their office and do not take up a seat otherwise apportioned.

**Section 5.** The Local Board shall apportion seats for the purposes of Bargaining Committee elections, using the relevant divisions of the workplace as a basis. The Local Board shall have the power to appoint members to vacant positions on the Bargaining Committee if they are not filled via election or become vacant during the course of bargaining.

**Section 6.** The Elections Committee shall give notice of and manage the nominations and elections of members of the Bargaining Committee at a time determined by the Local Board in advance of each round of collective bargaining.

## ARTICLE VI. Union Representatives

**Section 1.** Union Representatives shall be elected by their coworkers to represent the interests of the members in Local Union business.

**Section 2.** Union Representatives shall serve as the primary Weingarten representatives for their coworkers in investigatory meetings and shall assist their coworkers in the interpretation of the collective bargaining agreement and filing of grievances.

**Section 3.** Union Representatives shall be apportioned in the same manner as the Bargaining Committee, per Article V.

**Section 4.** The Elections Committee shall give notice of and manage the nominations and elections of Union Representatives after the ratification of the first collective bargaining agreement and every two years thereafter. The timing of Union Representative Elections may be adjusted by vote of the Local Board so as to not closely duplicate Bargaining Committee Elections.

**Section 5.** The Local Board shall have the power to appoint Union Representatives to vacant positions between regularly scheduled elections.

## ARTICLE VII. Conduct, Compliance, and Amendments

**Section 1.** Any conflict between these Local Union Bylaws and the RUNAP Bylaws shall be resolved in favor of the RUNAP Bylaws.

**Section 2.** In the case of a dispute arising from the interpretation of these Bylaws or from the conduct of any officer, committee, or representative, any member may bring a question, challenge, or complaint to the Local Board, which shall be empowered to take corrective action. Appeals of the Local Board's decisions under such complaints may be escalated to the RUNAP Executive Board.

**Section 3.** Complaints regarding Local Union officers may be brought directly to the RUNAP Executive Board. At the complainant's request, the Local Union's Delegate may be recused from voting on such complaints, though members of the Local Union who have been elected to a RUNAP officer position shall not be recused unless they are personally implicated in the complaint. The RUNAP Executive Board shall have the power to take corrective action, up to and including the removal and replacement of Local Union officers and representatives for malfeasance or failure to properly execute duties.

**Section 4.** In accordance with the RUNAP Bylaws, strikes may be authorized and collective bargaining agreements may be ratified only by a majority of voting members.

**Section 5.** Should any of the provisions of these Bylaws be held or adjudged to be illegal or in violation of any present or future law, such adjudication shall not invalidate any other portion or provision of these Bylaws, nor relieve the Local Union or its members or officers from their obligations under the provisions of these Bylaws.

**Section 6.** Proposals for amendment to these Bylaws may be made by the Local Board, or by petition of a majority of Union Representatives. Proposed amendments must be adopted by a secret ballot vote of the full membership, whereupon a two-thirds majority result in favor shall be necessary to ratify. Only upon such ratification will the Bylaws be so amended.