

BANGS AMBULANCE WORKERS UNITED



CONSTITUTION FOR INTERIM SELF GOVERNMENT VER. 4.27.23

PURPOSE:

To provide an organizational structure from Post Election Organizing through Collective Bargaining and the Ratification of a Collective Bargaining Agreement.

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I. Revised Standard of Conduct:

All Card Signing Members of Bangs Ambulance Workers United Agree To follow these Standards:

1. Above ALL other concerns- Personal or Political, all Members will faithfully fulfill their duties as EMS Providers, according to their Scope of Practice.
2. Encourage and support a respectful workplace for all employees- conducting themselves with restraint and being proactive in the day-to-day workplace operations that serve our community.
3. Conduct themselves outside of work in a manner that is lawful and does not bring disgrace to themselves, their EMS agencies or Bangs Ambulance Workers United.
4. Support other EMS providers and their families who are struggling or in crisis - regardless of whether they agree with our union efforts or not.
5. Participate in Meetings, Working Groups, Trainings and Actions.
6. When participating in these activities- Be on Time, Be Polite, Clean up after yourself, Document what you did, what Happened and be Transparent with the Membership.
7. Report workplace violations and intimidation to the Union Leadership and CSEA.

Ref 1: Building on 1/2023 proposed "Standards of Conduct" by BAWU OC Member P.Kuehl

Ref 2: From CSEA Local 1000 Constitution, amended 1/2021 "*A CSEA MISSION STATEMENT: As working men and women — every one and everywhere— we are our greatest resource. We organize and represent workers to ensure our voice is heard, our place at the table is kept and the American dream is ours in the 21st Century. As a labor union, we hold these values as our working principles:
Honesty: We are honest with ourselves and each other.
Inclusiveness: Every group, every idea is welcomed.
Full participation: We encourage and expect full participation in all union matters.
Respect: We respect each other and honor our differences.
Diversity: We celebrate our diversity and use it to strengthen us.*"

II. Definitions of Interim Periods:

1. The Post Election Interim Period is defined as the time from the Election Results until these results are certified by the NLRB, and the Period of Collective Bargaining begins with the Employer.
2. The Collective Bargaining Period is defined as the period following the Certification of Election Results and the Ratification of the Collective Bargaining Agreement. Transition into Collective Bargaining will activate the Final Duties of the Organizing Committee as described below in section IV.

III. Guidelines for the Interim Period:

During The Post Election Interim Period, the OC will continue to function as a the Governing Body of the Membership and facilitate the following:

1. Follow the Standards of Conduct described in Section I.
2. Make reasonable effort to answer questions about the unionization process and facilitate respectful discussions at non-workplace locations.
3. Maintain open communications between the General Membership and the CSEA Organizing Representative.
4. Communicate with the CSEA Organizing Representative on a weekly basis and update the General Membership about these communications.
5. Create and support Working Groups, Events and Actions.
6. Conduct at minimum (1) monthly Organizing Committee Meeting for Business and Planning.
 - 6a. Meeting will be attended by the CSEA Organizer.
 - 6b. Follow Roberts Rules of Order.
 - 6c. Minutes from the OC meeting will be provided to the General Membership within 24 hrs.
7. Facilitate at minimum (2) monthly General Membership Meetings.
 - 7a. Meetings will occur on the 1st Monday of each Month and the last Saturday. Meetings can also be scheduled by poll or at General Assembly Meetings.
 - 7b. Meetings will follow Roberts Rules of Order.
 - 7c. Meetings will be run by a rotating GM Working Group- comprised of at least 3 persons:
 - Recording Officer who keeps notes for meeting minutes.
 - Operations Officer who schedules and sets up the meeting space.
 - A rotating Chairperson who runs the meeting and trains the next chairperson, who either volunteers or is selected by the General Membership.
 - 7d. The GM Working Group will compile the minutes after each meeting and provide them to the General Membership within 24 hrs.
8. The OC will Monitor the workplace for compliance and unfair labor practices by the Employer and report these to the CSEA Organizing Representative and the NLRB.
10. Participate in and encourage Advocacy for EMS workers issues and in the local EMS community.
11. Support Local Labor Efforts and Allies.

IV. Final duties of the Organizing Committee:

1. Notify and Communicate with all Card Signers about the NLRB Certification and describe the next steps forward.
2. Provide reasonable opportunity for all eligible workers to sign a CSEA Card if they have not done so already.
3. Meet with CSEA LRS and provide a detailed briefing of the current organizing situation to the LRS, as well as convey the goals and expectations of the Organizing Committee.
4. Introduce the LRS to the Membership at a General Meeting and outline the process of Collective Bargaining to the General Membership.
5. Facilitate the Election of Interim Officers (described in section V).
6. The Organizing Committee and the LRS shall meet with the newly elected Interim Officers after the Election and provide a thorough report to the Interim Officers as well as all necessary documents and resources.
7. Completion of these duties dissolves the Organizing Committee.

V. Election of Interim Officers:

1. The General Membership shall elect the following positions to serve as Officers during the period of Collective Bargaining:

- President
- Vice President
- Secretary-Treasurer

2. All Card Signing Members are eligible to be elected to these positions by simple majority, provided that they:

- i. Abide by the Revised Standards of Conduct.
- ii. Have attended at least 1 General Membership Meeting in the last 3 months.

3. The Organizing Committee shall provide a Notification Period of 15 days for the campaigning of Officer positions. Members who wish to run these positions must announce their intention to do so by email to the Chairperson and to the general membership no later than 48 hrs after the Notification.

4. The Acting Chair of the Meeting (at the time of Notification) will create a Election Committee of (3) members total (including the Chairperson).

- 4a. Duties of the Election Committee:

- i. The Elections Committee shall compile the list of Candidates and provide the General Membership with this list.
- ii. Create a ballot form using a digital web based Election Application.
- iii. The ballots will include instructions on voting and the time, place and method of collection.
- iv. Reach out to all card signers to ensure that they understand the process and answer any questions.

v. Provide notification to the membership of the voting period (described below).

5. The Elections shall be held via the Election Application for a period of 24 hrs prior to the next General Membership Meeting.

6. All Card Signing Members who wish to vote for Officers must vote before the start of the General Membership Meeting.

7. The Ballots shall be collected and tallied by the Chairperson and announced to the meeting body and the General Membership.

8. In the event of an emergency or problems with the Election Application - The Election of Interim Officers shall be rescheduled for the next General Membership Meeting.

ref 3: From CSEA Local 1000 Constitution, Private Sector amended 1/2021 - Article XIII Sections 7-12 p.33-36

VI. Duties of the Interim Officers:

1. The Primary Duty of the Interim Officers is to Support the Collective Bargaining Committee and the LRS during the negotiating process and serve the General Membership. These Duties by Position include:

President - Facilitates and Chairs all General Membership and Special Meetings, Communicates with the Media and the Public. Coordinates with Labor Allies and Coalitions. Investigates reports of Retaliation and Unfair Labor Practices by the Employer. Investigates reports of misconduct by the General Membership.

Vice President - Supports the President and serves in that position as needed. Supports the Duties of Secretary. Facilitates Scheduling, Secures and sets up meeting spaces and logistics. Handles Fundraising.

Secretary-Treasurer - Records and Publishes the Minutes of Meetings. Updates and Messages the General Membership. Records and Tracks Expenses. Supports the Vice President with Logistics. Maintains Databases and Documents.

*Logistics includes Meetings, Events, Actions and Trainings and Support of Members in Crisis or Emergency.

2. In the event that the position (other than President) remains or becomes vacant, the Interim President shall appoint a member from the general membership to fulfill the duties of the position until it is filled by Special Election at the next General Membership Meeting.

3. Interim Officers who wish to leave their positions should give (1) month's notice to the Interim President and General Membership.

4. Interim Officers shall serve until the Collective Bargaining Agreement is Ratified by the General Membership- at which time there will be a new Election for Union Officers to serve on the local's E-Board in accordance with CSEA bylaws. Interim Officers may choose to run again for their current positions as E-Board Officers, seek new positions as E-Board Officers- or return to the General Membership.

VII. Selection and Duties of the Collective Bargaining Committee Members

1. Once Interim Officers are in place, the first duty of these Officers shall be the creation of the Collective Bargaining Committee. The Interim Officers shall solicit volunteers from the General Membership and compile

a list of these candidates to serve on the Collective Bargaining Committee (as described in VII). This list shall be submitted for approval by simple majority at the following General Membership Meeting.

2. The Duty of the Collective Bargaining Committee is to work with the LRS and negotiate a Collective Bargaining Agreement with Bangs Ambulance, inc. It shall have no other tasks or authority outside of the negotiating process.

3. The CSEA Labor Relations Specialist (LRS) shall serve as the Chairperson of the Collective Bargaining Committee and guide all Negotiations with Bangs Ambulance, Inc.

4. The Collective Bargaining Committee will consist of five (5) Committee Membership Positions, that will represent each of the main job titles and categories of employees at Bangs Ambulance:

Emergency Medical Technician (EMT)
Advanced Emergency Medical Technician (AEMT) & Critical Care Technicians (CCTECHS)
Paramedics
Dispatchers
College Students

5. All members of the Collective Bargaining Committee must be Card Signing Members who:

- Have no obvious conflicts of interest.
- Abide by the Revised Standards of Conduct.

6. Members of the Collective Bargaining Committee shall work in good faith with the LRS and respect the confidentiality of the Negotiating Process. Members found to not be adhering to these guidelines shall be disciplined by the Interim Officers at a Special Meeting of the General Membership.

7. In the event that a Collective Bargaining Committee Membership Position cannot be filled or becomes vacant, the Interim President shall advocate for that category of employees until that position is filled by special election at a General Membership Meeting.

8. The Collective Bargaining Committee shall meet at Minimum (1) times a week, and update the General Membership and Interim Officer at least (1) once a week, and put forward items for discussion at General Membership meetings by closed session as needed.

9. The Collective Bargaining Committee shall create and dissolve Research and Working Groups from the general membership as needed to support their negotiation process as well as conduct surveys and open discussions with the General Membership.

10. Successful Ratification of the Collective Bargaining Agreement with Bangs Ambulance, inc., shall complete the Duties of the Collective Bargaining Committee and dissolve it.

ref: P. Kuehl Proposal for Bylaws 1/2023

VIII. Rules of Operation

1. Rules and Process for Meetings

1A. Unless decided otherwise by the meeting body, all Meetings and Deliberative Process shall follow Roberts Rules of Order.

1B. The Interim Officers shall Facilitate at minimum (2) General Membership Meetings per month as described in Section III.

1C. The Interim Officers shall Chair all General Membership Meetings.

1D. All Card Signing Members in Good Standing may make proposals to Create Working Groups, Actions, Events or Trainings, as well as submit proposals to amend or expand the Constitution.

1E. In the event of a large-scale emergency or incident, the Interim Officers may cancel and reschedule any meeting.

1F. The Interim Officers may remove any member or guest who is being disruptive at any meeting.

2. Rules for Committees, Working Groups, Actions, Events, Trainings and Support of Members

2A. All of the Above listed must be approved by the General Membership by simple majority, with the exception of the Support of Members in Crisis, which may be authorized by the Interim Officers.

2B. All such Activities must be documented, recorded and communicated to the General Membership, As per Revised Standards of Conduct #6 of Section I.

3. Rules for Amending the Interim Constitution and Standards of Conduct

3A. All proposals to Amend the Interim Constitution or Standards of Conduct shall require a two-thirds Majority Vote of Approval by the General Membership.

4. Removal of Officers

4A. Interim Officers found to be violating the Standards of Conduct or Delinquent in their Duties may be subject to Removal by the Interim President and the General Membership. This requires a Special Meeting and 2/3 Majority Vote by the General Membership.

5. Record Keeping

5A. All Members are encouraged to document union related activities.- As per Revised Standards of Conduct #6 of Section I. This documentation can be submitted to the Interim Secretary-Treasurer and stored in a digital format.

6. Expenses

6A. The Interim Secretary-Treasurer shall keep records of Union Related Expenses by the The Interim Officers and Collective Bargaining Committee and these expenses shall be reported to the General Membership at each General Membership Meeting.

7. Fundraising

7A. No Fundraising or Accepting of Donations without Prior Approval of the Interim Officers.

8. Trainings

8A. EMS Skills Trainings will be incorporated into all General Membership Meetings and Coordinated by the E-Board Vice President and the Trainings Committee.

9. Discipline of Members and Resolution of Conflicts and Grievances

9A. All members found to be in Violation of the Standards of Conduct shall be Disciplined by the Formation of a Special Committee Appointed by the Interim President.

10. Ratification of Collective Bargaining Agreement and Transition to an official Union Local

10A. Upon reaching a Collective Bargaining Agreement with Bangs Ambulance, inc. The General Membership shall review the Contract for a period of 14 business days and then Vote upon its Ratification in an election facilitated by the Interim Officers and the CSEA LRS..

IX. Savings Clause

SAVINGS CLAUSE

If any provision of this document is subsequently declared by CSEA to not be in accordance with applicable CSEA bylaws and Constitution, or by any legislative or judicial or court of competent jurisdiction to be unlawful, or unenforceable all other provisions of this document shall remain in full force and effect for the duration of this document.

Any provision found to be afoul of the above will be deemed null and void, and CSEA Constitution and/ or bylaws shall supersede this document.

END OF DOCUMENT - JS 4.27.23