

**Oregon Nurses Association
Peace Harbor Hospital
Bylaws
Ratified July 21, 2008**

Article 1 - Name and Purpose

1.1 *Name*- The name of this bargaining unit shall be the Peace Harbor Hospital Professional Nurses Bargaining Unit of the Oregon Nurses Association, hereinafter referred to as PHH-ONA.

1.2 *Purpose*- The bargaining unit is formed for all legal purposes including:

- 1.2.1 To unite into one labor organization all workers eligible for membership, regardless of religion, race, creed, color, national origin, age, physical disability, sex or sexual preference;
- 1.2.2 To secure and maintain improved wages, hours, working conditions, benefits and other advantages through concerted, economic, political, and other lawful methods;
- 1.2.3 To establish and promote high standards of practice for healthcare workers through increased opportunities for professional development;
- 1.2.4 To promote the highest possible standards of patient care and improve the availability of health care services for all people;
- 1.2.5 To engage in organizing workers to provide the benefit of unionism to all workers;
- 1.2.6 To provide representation in the ONA House of Delegates in conjunction with the local District's Bylaws;
- 1.2.7 To promote relationships with nursing students;
- 1.2.8 To promote the nursing profession in regard to legislation, governmental programs and health policies in accordance with ONA and ANA guidelines;
- 1.2.9 To work for adherence to the American Nurses Association's (ANA) Code for Nurses and the Oregon Nurses Association (ONA) Bylaws;
- 1.2.10 To protect and preserve the ONA and PHH-ONA as institutions;
- 1.2.11 To carry out the objectives of the ONA;
- 1.2.12 To levy and receive dues, manage, invest, expend or otherwise use the funds and property of this organization to carry out the duties and to achieve the objectives set forth in these Bylaws and/or the ONA Bylaws;
- 1.2.13 To represent PHH nurses and serve as their spokesperson with allied professional, community and governmental groups and with the public; and
- 1.2.14 To provide financial, moral, and direct assistance to other labor organizations or other bodies having purposes and objectives in whole or in part similar or related to those of the PHH-ONA.

1.3 *Relationship to ONA*

- 1.3.1 PHH-ONA is one of ONA's bargaining units where ONA is the exclusive representative for purposes of collective bargaining.

- 1.3.2 If applicable, the PHH-ONA shall enter into a written agreement with ONA for the collection and accounting of membership dues and for verification of the membership base.
- 1.3.3 PHH-ONA shall enter into other written agreements as deemed necessary by ONA.
- 1.3.4 PHH-ONA shall operate within the policies established by ONA's Board of Directors and the ONA Cabinet on Economic and General Welfare, hereinafter EGW.

Article 2 - Membership

- 2.1 *Membership Eligibility*- Any individual covered under the collective bargaining agreement between the ONA and Peace Harbor Hospital is eligible to join and maintain membership subject to the requirements imposed by these Bylaws and the ONA Bylaws.
- 2.2 *Good Standing*- To be a member in good standing, the individual must:
 - 2.2.1 Be a member of the ONA;
 - 2.2.2 Pay all dues and assessments in full as established by the ONA and PHH-ONA;
 - 2.2.3 Abide by ONA and PHH-ONA bylaws;
 - 2.2.4 Not interfere with the elected officers of the PHH-ONA in the performance of their duties;
 - 2.2.5 Refrain from engaging in dual unionism which is defined as assistance to one or more labor organizations that compete with the collective bargaining interests of ONA and affiliated State Nurses Associations (SNAs); and
 - 2.2.6 Not cross a strike picket line at an ONA or affiliated SNA represented facility, unless required by the collective bargaining agreement or pursuant to ONA's emergency procedures.
- 2.3 *Membership Rights*- Members in good standing have the following rights and benefits which are not conferred upon non-members or members who are in bad standing except within the discretion of ONA or the PHH-ONA Executive Committee:
 - 2.3.1 All rights and benefits provided by ONA;
 - 2.3.2 Attend and participate in PHH-ONA meetings;
 - 2.3.3 Nominate or vote for elected officers or committee chairs within PHH-ONA;
 - 2.3.4 Vote on contract issues, proposals or ratification as proposed by the PHH-ONA Negotiating Committee;
 - 2.3.5 Vote on changes to PHH-ONA Bylaws;
 - 2.3.6 Participate in contract bargaining surveys;
 - 2.3.7 Receive regular PHH-ONA communications; and
 - 2.3.8 Appointment and/or election to PHH-ONA committees.
- 2.4 *Fair Share Payers' Rights*- Represented nurses who choose not to join ONA, but who make payments established by ONA for the representation they receive are considered fair share payers.

- 2.4.1 Because they are paying for ONA representation, fair share payers will have access to all rights under Section 2.3, except 2.3.5 and 2.3.8, which involve local governance.

2.5 *Non-Members*- Non-members include:

- 2.5.1 A nurse who makes no dues payments to ONA or is three months or more in arrears;
- 2.5.2 A nurse who pays the fair share amount in lieu of ONA's dues; or
- 2.5.3 A nurse who is a bona-fide religious objector.

2.6 *Meetings* –

- 2.6.1 Meetings shall be held periodically to conduct PHH-ONA business, as deemed necessary by the Executive Committee.
- 2.6.2 Additional meetings may be called by request of ten percent (10%) or more of the PHH-ONA members in good standing. Such requests shall be made in writing to the Executive Committee, which will schedule the meeting within a reasonable period of time allowing for adequate notification to the membership.
- 2.6.3 Meeting notices shall state the purpose(s) of the meeting. No business shall be conducted and no votes shall be taken at the meeting on any items not clearly related to the purpose(s) for which the meeting was called.
- 2.6.4 At least one Executive Committee member, including the Chairperson or one of the Co-Chairpersons, and ten percent (10%) of the members in good standing shall constitute a quorum for conducting business at any PHH-ONA meeting. All decisions will be made by simple majority vote of those members in attendance.

Article 3 - Dues

- 3.1 *ONA Membership Dues*- ONA membership dues will be established annually in accordance with ONA's constitution, bylaws, policies and procedures.
- 3.2 *PHH-ONA Dues Assessment & Special Assessment*- The PHH-ONA will continue the current \$2.00 per month dues assessment for funding local activities. These local activities will include nurse representation, member and leader education, bargaining support, and any other related activities, as determined by the Executive Committee. The PHH-ONA may elect to increase the monthly dues by an amount which will be apportioned to the local treasury from the ONA. The PHH-ONA may also levy special assessments for things such as pre-strike preparation or post-strike recuperation. The following procedures will be followed:
 - 3.2.1 The PHH-ONA Executive Committee must receive the EGW Cabinet's approval for the amount, duration and purpose of any dues and special assessments prior to bringing the issue to a bargaining unit vote.
 - 3.2.2 The PHH-ONA Executive Committee will provide reasonable notice to the membership of the proposed dues or special assessment, including the amount, duration, purpose of the assessment and the date, place and

manner in which the membership will vote on whether or not to agree to the assessment.

3.2.3 Only members in good standing or fair share payers may vote on the proposed assessment and a cumulative majority vote by secret ballot of the members in good standing shall decide the issue.

3.2.4 The vote can be done by mail, e-mail, absentee ballot or at a membership meeting, so long as safeguards for preserving the secrecy of the balloting are ensured.

3.3 *Method of Payment-* Members may elect to pay dues and assessments by direct billing, payroll deduction or electronic deposit.

3.4 *Failure to Pay-* Any member or fair share payer who is three months in arrears in the payment of dues, fines, assessments, or other charges, shall upon written notice stand suspended and shall not be entitled to any rights or privileges of membership in PHH-ONA. Any member who has been automatically suspended for failure to pay dues and other charges shall be under a continuing obligation to pay dues during the period of her/his suspension. Upon payment of the delinquent monies, the member shall be restored to good standing status. The ONA shall have the power to waive, on a non-discriminatory basis, the payment of delinquent monies.

Article 4 - Nomination and Election of Delegates and Executive Committee Members

4.1 Nominations

4.1.1 At least thirty (30) days prior to an election, members in good standing will submit in writing to the Executive Committee the names of candidates for election as officers and delegates.

4.1.2 The Executive Committee will verify that all nominees are in good standing.

4.1.3 The Executive Committee will confirm that the nominees have consented to serve.

4.1.4 The Executive Committee will construct a ballot reflecting the nominees who are in good standing and otherwise meet all established qualifications.

4.1.5 Members are eligible to serve in only one Executive Committee office.

4.1.6 The Executive Committee will post in conspicuous locations and mail and/or e-mail a list of all candidates to the membership at least fourteen (14) calendar days in advance of the elections.

4.1.7 At the discretion of the Executive Committee, where only one qualified candidate is nominated for a position, an election will not occur for that position, and the single qualified candidate will be awarded the position.

4.2 Elections-

4.2.1 Elections for the Executive Committee and the Negotiating Committee will be held in October following each contract ratification. The first elections under these Bylaws will be held in 2008. All other elections will be held as directed by the Executive Committee or ONA.

- 4.2.2 Voting shall be by secret ballots of the members in good standing and fair share payers as verified by the Executive Committee. Votes shall be counted in a public place at a pre-announced time, so any members of PHH-ONA who so desire may be present to witness the tabulation of the votes. If voting is conducted electronically, then the count will be done at the ONA on-line.
- 4.2.3 A cumulative majority vote by secret ballot of the members in good standing and fair share payers shall decide the issue. Only those members and fair share payers present may vote and there shall be no proxy voting.
- 4.2.4 Nothing contained herein shall preclude the PHH-ONA Executive Committee, in the exercise of its discretion, from directing that the election be conducted by mail ballot, e-mail, on-line, or absentee after appropriate notice and with safeguards for ensuring the secrecy of the balloting.
- 4.2.5 In case of a dispute on voting eligibility, such individuals will be allowed to vote, but their ballots will be set aside and not counted until membership eligibility can be determined. Under no circumstances will the outcome of the election be delayed for longer than seven (7) days.
- 4.2.6 A tie vote in the election of a member of the Executive Committee or the Negotiating Committee will be decided by lot.

Article 5 - Committees

5.1 Executive Committee-

- 5.1.1 Duties - The Executive Committee shall be composed of elected or appointed ONA members in good standing and act as a steering committee to conduct the day-to-day business of the PHH-ONA with respect to the objectives outlined in the PHH-ONA and ONA Bylaws and in cooperation with ONA and ONA staff.
- 5.1.2 Scope - The PHH-ONA Executive Committee shall consist of the three (3) officers – the Chairperson and Vice-Chairperson (or two Co-Chairpersons) and the Secretary-Treasurer. If the Executive Committee is unable to maintain the minimum number of two (2) members, the PHH-ONA will be placed in trusteeship by ONA and the existing members of the Executive Committee, if any, will be required to work with ONA staff to ensure compliance with these Bylaws.
- 5.1.3 Term - The term of office of all Officers shall commence on the fifteenth (15th) of November following the election and shall last until the next election. No member may hold more than one elected Executive Committee office.
- 5.1.4 Vacancies – The remaining Executive Committee members may appoint interim committee members for any member who resigns or is removed during his/her term. The interim committee member shall serve out the remainder of the term of the member who resigns or is removed.
- 5.1.5 Responsibilities-

5.1.5.1 CHAIRPERSON (or CO-CHAIRPERSON)-

- 5.1.5.1.1 Conduct and supervise the affairs of PHH-ONA in accordance with these Bylaws;
- 5.1.5.1.2 Serve as an ex-officio member of all PHH-ONA committees;
- 5.1.5.1.3 Appoint special committees and their members with the approval of the Executive Committee;
- 5.1.5.1.4 Fill vacancies that occur on committees with the approval of the Executive Committee until the next regular election;
- 5.1.5.1.5 In conjunction with the Vice-Chair and Secretary-Treasurer, manage the Western Lane Nurses Fund or any other PHH-ONA account and disburse or order the disbursement of all monies necessary to pay the bills, obligations and indebtedness of PHH-ONA, which have been properly incurred as provided herein;
- 5.1.5.1.6 Enforce these Bylaws and ensure that all officers perform their respective duties;
- 5.1.5.1.7 Handle or delegate responsibility for handling of grievances;
- 5.1.5.1.8 Preside at all meetings of the PHH-ONA, or designate another officer or ONA staff member to preside in his/her place; and
- 5.1.5.1.9 Execute agreements between PHH-ONA and ONA, or authorize another officer or representative to act on behalf of PHH-ONA in such agreements. Contractual agreements related to terms and conditions of employment are subject to ONA staff approval.

5.1.5.2 VICE-CHAIR (or CO-CHAIRPERSON)-

- 5.1.5.2.1 Assist the Chairperson in the discharge of all duties;
- 5.1.5.2.2 Perform such other duties and render such assistance as may be directed by the Chairperson;
- 5.1.5.2.3 In conjunction with the Chairperson and Secretary-Treasurer, manage the Western Lane Nurses Fund or any other PHH-ONA account and disburse or order the disbursement of all monies necessary to pay the bills, obligations and indebtedness of PHH-ONA, which have been properly incurred as provided herein;
- 5.1.5.2.4 In case of the Chairperson's absence, the Vice-Chair shall perform the duties of the Chairperson; and
- 5.1.5.2.5 Should the Chairperson's position be vacated, the Vice-Chair shall serve as the Chairperson until the next election.

5.1.5.3 SECRETARY-TREASURER-

- 5.1.5.3.1 Send out meeting notices as directed;
- 5.1.5.3.2 On at least an annual basis, update all members' contact information, including correct mailing

- addresses, home and work telephone numbers and e-mail addresses, and provide this information to ONA;
- 5.1.5.3.3 Collect names of nominees for elected positions and construct a ballot for all the names submitted;
 - 5.1.5.3.4 Confirm that the nominees are willing to serve and ensure that all nominees are in good standing;
 - 5.1.5.3.5 Verify that amendments to Bylaws are properly submitted;
 - 5.1.5.3.6 Record, maintain and archive minutes for all Executive Committee meetings;
 - 5.1.5.3.7 Assume responsibility for the financial affairs of the PHH-ONA, manage the Western Lane Nurses Fund or any other PHH-ONA account, and conduct its bookkeeping functions or coordinate such functions with ONA, if the Executive Committee delegates this activity to ONA;
 - 5.1.5.3.8 Make at least a quarterly report to the Executive Committee and EGW that includes the assets and liabilities of PHH-ONA;
 - 5.1.5.3.9 Keep itemized records, showing the source of all monies received and spent, and keep records, vouchers, work sheets, books and accounts and all resolutions to verify such report and provide a copy of this information to EGW by December 31st of every year.

5.1.5.4 EXECUTIVE COMMITTEE-

- 5.1.5.4.1 Ensure that all new hires are contacted in a timely fashion to discuss membership in the PHH-ONA and ONA;
- 5.1.5.4.2 Ensure that all new hires are provided with a copy of the collective bargaining agreement, these Bylaws, and an ONA membership application, and that they are introduced to their Unit Representative;
- 5.1.5.4.3 Strive to increase the membership of the bargaining unit;
- 5.1.5.4.4 Process all membership applications in a timely manner and ensure that all membership records are accurate; and
- 5.1.5.4.5 Deliver to their successors in office all accounts, record books, papers, reports, files or other property belonging to the PHH-ONA within two (2) weeks following their retirement from office.

5.2 *Negotiating Committee-*

- 5.2.1 Composition - The Negotiating Committee shall be composed of five (5) elected or appointed ONA members in good standing of the PHH-ONA.
- 5.2.2 Duties – The Negotiating Committee shall:

- 5.2.2.1 Develop and distribute negotiations surveys and other means of securing member input;
- 5.2.2.2 Research negotiations-related issues;
- 5.2.2.3 Formulate contract proposals;
- 5.2.2.4 Assist in the negotiations of a successor collective bargaining agreement;
- 5.2.2.5 Make recommendations to the bargaining unit about whether to ratify a contract; and
- 5.2.2.6 Sign the ratified contract.

5.2.3 Term - The term of office of Negotiating Committee members shall commence on the fifteenth (15th) of November following the election and shall last until the next election. Executive Committee members may serve concurrently on the Negotiating Committee.

5.2.4 Removal – The Negotiating Committee can by a two-thirds (2/3) or greater vote remove one of its members for failure to attend meetings and bargaining sessions, for failure to perform assigned duties, for speaking or acting in a manner contrary to decisions of the Negotiating Committee, for acting against the interests of the bargaining unit, etc. Such removal will only be from the Negotiating Committee and not from the Executive Committee where a Negotiating Committee member also serves in that capacity.

5.3 *Professional Nursing Care Committee-*

5.3.1 Composition - The PNCC will be composed of the PNCC Chair and two (2) other representatives or as otherwise specified by the collective bargaining agreement.

5.3.2 Duties – The Professional Nursing Care Committee shall:

- 5.3.2.1 Regularly review the ONA Staffing Request and Documentation Forms (SRDF) and facilitate communication between bargaining unit members and management to resolve staffing issues that arise;
- 5.3.2.2 Make recommendations for educational and training programs compatible with identified PHH goals;
- 5.3.2.3 Make timely reports to the Executive Committee and ONA concerning educational and training programs and PNCC activities;
- 5.3.2.4 Make recommendations to PHH of ways and means to improve patient care and nursing practice;
- 5.3.2.5 Make reports to outside agencies with the approval of the Executive Committee and ONA; and
- 5.3.2.6 Perform any other duties and responsibilities specified in the collective bargaining agreement.

Article 6 - Contract Ratification and Other Votes

6.1 *Notification-* At least five (5) days prior to contract ratification or other vote, the Executive Committee shall post in conspicuous places, mail and/or e-mail to the membership a summary of the issue to be voted on. For contract ratification votes,

the Executive Committee will post a summary of the tentative agreement and the date, time and place of the vote. Upon request, the Executive Committee shall make available a copy of the tentative agreement.

6.2 *Secret Ballot*- Voting shall be by secret ballot of the members in good standing as verified by the Executive Committee.

6.3 *Majority Vote*- A cumulative majority vote by secret ballot of the members in good standing and fair share payers shall decide the issue. Only those members and fair share payers present may vote and there shall be no proxy voting.

6.4 *Vote By Mail, E-mail, On-line, or Absentee*- Nothing contained herein shall preclude the PHH-ONA Executive Committee, in the exercise of its discretion, from directing that the election be conducted by mail ballot, e-mail, on-line or absentee after appropriate notice and with safeguards for ensuring the secrecy of the balloting.

6.5 *Dispute*- In case of a dispute on voting eligibility, such individuals will be allowed to vote, but their ballots will be set aside and not counted until membership eligibility can be determined. Under no circumstances will the outcome of the ratification vote be delayed for longer than seven (7) days.

6.6 *Strike Vote*- In cases where the bargaining unit is voting on whether to strike and in other situations identified by the Executive Committee, the entire bargaining unit will have the right to vote on the issue of whether to strike, including non-members. The Executive Committee shall have the authority to determine the level of turnout and the amount of votes necessary for a successful strike vote.

Article 7 – Discipline

7.1 *Good Standing* - It is the responsibility of PHH-ONA members to remain in good standing by meeting the requirements of Section 2.2 of these Bylaws.

7.2 *Charge of Misconduct*- If a member feels that another is no longer in good standing, that member may file a charge of misconduct as follows:

7.2.1 Filing a charge - A charge that a member is in bad standing shall be presented to the PHH-ONA Executive Committee in writing and signed by the charging party(s) with a copy mailed to ONA's Cabinet on Economic and General Welfare. The Executive Committee will then provide the charges to the accused. Only individuals within the PHH-ONA bargaining unit or ONA's EGW Cabinet may file a charge.

7.2.2 Content of a charge - The charge must set forth the provisions of the ONA Bylaws and/or PHH-ONA Bylaws that were allegedly violated and the acts which allegedly constitute such violation in sufficient detail to inform the accused of the offense, including, where possible, dates and places. The charging party must include in the charge all alleged offenses of which he/she has knowledge, or in the exercise of due diligence should have had knowledge, as of the time of the filing of the charge.

7.2.3 Statute of limitations - Any charge based upon alleged misconduct which occurred more than three (3) years prior to the filing of such charge is barred and shall be rejected.

7.3 *Fair Treatment and Due Process*- Each member of PHH-ONA who is alleged to be a member in bad standing shall have the right to fair treatment in the application of union rules and law in accordance with PHH-ONA and ONA Bylaws. In applying the rules and procedures relating to union discipline, the essential requirements of due process (notice, hearing, and judgment based upon the evidence) shall be observed, without, however, requiring the technical formality followed in courts of law.

7.4 *Trial Procedure*-

- 7.4.1 Rights of the Accused - Charges against the accused must be supported by a preponderance of reliable evidence. The accused shall have the right to present her/his own evidence, rebut testimony against her/him, present witnesses favorable to her/him and cross-examine adverse witnesses. The accused may select only a member in good standing to represent her/him at a hearing.
- 7.4.1 Executive Committee - The PHH-ONA Executive Committee shall be the trier of fact and will timely convene a hearing to assess the merit of the charges. Those members of the PHH-ONA Executive Committee who have a conflict of interest must recuse themselves from the hearing. If the remaining Executive Committee members do not form a quorum, then the EGW Cabinet shall be the first body to serve as the trier of fact.
- 7.4.2 Written Decision - A majority quorum vote of the PHH-ONA Executive Committee is needed to find the charged party guilty. The PHH-ONA Executive Committee shall issue a written decision that outlines the basis for its decision and provide the decision to the charging party, the accused and to the EGW Cabinet.
- 7.4.3 Quorum - A quorum shall be a majority of at least one-half of the Executive Committee.

7.5 *Appeal* - Only the accused member has the right to appeal a decision by the PHH-ONA Executive Committee, unless the charge is against a member of the PHH-ONA Executive Committee. When the charge is against a member of the PHH-ONA Executive Committee, the charging party or the accused may appeal the decision.

- 7.5.1 Timelines - The appeal must be submitted to the EGW Cabinet within thirty (30) days after receipt of the PHH-ONA Executive Committee's written decision.
- 7.5.2 EGW Cabinet - The EGW Cabinet will hold a hearing during its regular meetings. The purpose of the hearing will be to review the evidence and the PHH-ONA Executive Committee's decision and to afford the accused the opportunity to present an argument as to why the PHH-ONA Executive Committee's decision was wrong. A vote as to the merit of the discipline imposed by the PHH-ONA Executive Committee will be taken in accordance with EGW Cabinet rules.
- 7.5.3 ONA Board of Directors - The decision of the EGW Cabinet will be final and binding, except in circumstances where the alleged violation concerns:

7.5.3.1 A violation of the Code of Nurses as established by ANA; or

7.5.3.2 Other actions which are detrimental to the purposes and functions of the ANA.

When the alleged violation concerns one of the above, the accused shall have the right to appeal the EGW Cabinet's decision to ONA's Board of Directors, in accordance with its policies and procedures. The Board of Directors' decision will be final.

7.6 *Penalties* - Depending on the severity of the misconduct, a member found to be in bad standing may be:

- 7.6.1 Reprimanded;
- 7.6.2 Censured;
- 7.6.3 Fined;
- 7.6.4 Removed from office;
- 7.6.5 Suspended from membership;
- 7.6.6 Permanently expelled from membership; or
- 7.6.7 In the case of non-payment of dues, terminated from employment in accordance with the collective bargaining agreement.

Article 8 - Bylaws

- 8.1 *Timing* - These Bylaws may be amended at any time.
- 8.2 *Member Initiated Amendments* - Members can propose amendments to these Bylaws by submitting a petition with the signatures of at least ten percent (10%) of the members in good standing to the Executive Committee. The petition shall include the proposed amendment to the Bylaws and a concise statement as to the reason for the proposed change.
- 8.3 *Executive Committee Initiated Amendments* - The Executive Committee can submit a proposed amendment to these Bylaws that includes a concise statement as to the reason for the proposed change.
- 8.4 *Impact on Current Officers* - Under no circumstances may these Bylaws be amended during a term of office to modify the powers and duties of the incumbent officers. Such amendments may be made effective only as of the beginning of the next term of office.
- 8.5 *Notification* - At least fourteen (14) days prior to a vote on an amendment to these Bylaws, the Executive Committee shall post in conspicuous places, distribute, and mail to the membership the proposed change.
- 8.6 *Vote* - A two-thirds (2/3) majority vote of the members in good standing present at the meeting or voting shall be required for passage of the proposed amendment.
- 8.7 *Subject to Approval* - Amendments to these Bylaws are subject to the approval of ONA's EGW Cabinet and shall not be effective until such approval has been given.
- 8.8 *Vote By Mail, E-mail, On-line, or Absentee* - Nothing contained in these Bylaws shall preclude the Executive Committee in the exercise of its discretion, from

directing that a membership vote be conducted by mail referendum, e-mail or absentee after the Executive Committee gives appropriate notice and with safeguards to ensure the integrity of the balloting.

Article 9 - Savings Clause

- 9.1 The provisions of these Bylaws relating to the payment of dues, assessments, fines or penalties, etc., shall not be construed as incorporating into any union-security contract those requirements for good standing membership, which may be in violation of applicable law, nor shall they be construed as requiring any employer to violate any applicable law. However, all such financial obligations imposed by or under ONA and these Bylaws (and in conformity therewith) shall be legal obligations of the members upon whom imposed and enforceable in a court of law.
- 9.2 If any provision of these Bylaws shall be declared invalid or inoperative by any competent authority of the executive, judicial, or administrative branch of federal or state government, the PHH-ONA Executive Committee or ONA shall have the authority to suspend the operation of such provision during the period of its invalidity and to substitute in its place and stead a provision which will meet the objections to its validity and which will be in accord with the intent and purpose of the invalid provision.
- 9.3 If any section or subsection of these Bylaws should be held invalid by operation of law or by any tribunal of competent jurisdiction, the remainder of these Bylaws or the application of such section or subsection to persons or circumstances other than those to which it has been held invalid, shall not be affected thereby.