OREGON NURSES ASSOCIATION
ASSOCIATION OF REGISTERED PROFESSIONAL NURSES OF MID-
COLUMBIA CENTER BYLAWS

(Adopted September 12, 1988)
(Revised December 15, 1999)
(Revised August 13, 2001)
(Revised October 5, 2004)
(Revised October 25, 2006)
(Ratified June 22, 2009)

Article 1- Name and Purpose

1.1 Name- The name of this bargaining unit shall be the Association of Registered Professional Nurses of Mid-Columbia Medical Center of the Oregon Nurses Association (ARPNMCMC/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 work for adherence to the American Nurses Association’s (ANA) Code for Nurses and the Oregon Nurses Association (ONA) Bylaws;
1.2.4 To establish and promote high standards of practice for healthcare workers;
1.2.5 To promote good professional working relationships between nurses and administration.
1.2.6 To engage in organizing workers to provide the benefit of unionism to all workers;
1.2.7 To provide financial and moral assistance to other labor organizations or other bodies having purposes and objectives in whole or in part similar or related to those of the ARPNMCMC/ONA;
1.2.8 To protect and preserve the ONA and ARPNMCMC/ONA as an institution;
1.2.9 To carry out the objectives of the ONA;
1.2.10 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 ONA and ANA’s Bylaws and/or Constitution;
1.2.11 To provide representation in the ONA House of Delegates in conjunction with the local District(s) Bylaws; and
1.2.12 To promote relationships with nursing students.

1.3 Relationship to ONA

1.3.1 ARPNMCMC/ONA is one of ONA’s bargaining units where ONA is the exclusive representative for purposes of collective bargaining.

1.3.2 If applicable, ARPNMCMC/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 ARPNMCMC/ONA shall enter into other written agreements as deemed necessary by ONA.

1.3.4 ARPNMCMC/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 ARPNMCMC/ONA 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 ARPNMCMC/ONA.
2.2.3 Abide by ONA and ARPNMCMC/ONA code of conduct, bylaws and/or constitutions;
2.2.4 Not interfere with the elected officers of the ARPNMCMC/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/or other constituent State Nurses Associations (SNAs); and
2.2.6 Not cross a strike picket line at an ONA or 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 Executive Committee:

2.3.1 All rights and benefits provided by ONA;
2.3.2 Attend and participate ARPNMCMC/ONA meetings;
2.3.3 Nominate or vote for elected officers or committee chairs within ARPNMCMC/ONA;
2.3.4 Vote on contract issues, proposals or ratification as proposed by the ARPNMCMC/ONA negotiating committee;
2.3.5 Vote on changes to ARPNMCMC/ONA Bylaws;
2.3.6 Participate in contract bargaining surveys;
2.3.7 Receive regular communications; and
2.3.8 Appointment and/or election to ARPNMCMC/ONA.

2.4 Non-Members- non-members include:

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

Article 3- Discipline

3.1 Fair Treatment and Due Process- Each member of ARPNMCMC/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 ARPNMCMC/ONA and ONA’s 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.

3.1.1 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.
3.1.2 The Executive Committee shall be the receiver of all complaints and will timely convene a hearing to assess the merit of the charges. Those members of the ARPNMCMC/ONA Executive Committee that have a conflict of interest must recuse themselves from the hearing. If the remaining Negotiating/Executive Committee members do not form a quorum then the EGW Cabinet shall be the first body to deal with the complaint.

3.2 Penalties- Depending on the severity of the discipline, a member found to be in bad standing may be:

3.2.1 Reprimanded;
3.2.2 Censured;
3.2.3 Fined;
3.2.4 Removed from office;
3.2.5 Suspended from membership;
3.2.6 Permanently expelled from membership.
3.3 Appeal- only the accused member has the right to appeal a decision by the ARPNMCMC/ONA to the ONA EGW Cabinet.

3.4 The decision of the EGW Cabinet will be final and binding except in circumstances where the alleged violation concerns issues related to American Nurses Association’s (ANA’s) Code of Nurses or actions that are detrimental to ANA, 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.

Article 4- Dues

4.1 ONA Membership Dues- ONA membership dues will be established annually in accordance with ONA’s constitution, bylaws, policies and procedures.

4.2 All ARPNMCMC/ONA members in addition to paying all dues required under the ONA Bylaws will pay $1.00 per month in dues to ARPNMCMC/ONA.

4.3 ARPNMCMC/ONA may also levy special assessments for such things such as pre-strike preparation or post-strike recuperation. The following procedures will be followed:

4.3.1 The ARPNMCMC/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.

4.3.2 The ARPNMCMC/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.

4.3.3 Only members in good standing may vote on the proposed assessment and a cumulative majority vote by secret ballot of the members in good standing shall decide the issue.

4.3.4 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.

4.4 Method of Payment- members may elect to pay dues and assessment by direct billing, payroll deduction or electronic deposit.

4.5 Failure to Pay- any member 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 ARPNMCMC/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 5- Nominations and Elections of Officers, Delegates and Negotiating Committee Representatives

5.1 Nominations-

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

5.1.2 The Secretary of the Executive Committee or Membership Chair will verify that all nominees are in good standing.

5.1.3 The Secretary of the Executive Committee will confirm that the nominees have consented to serve.

5.1.4 The Secretary of the Executive Committee will work with ONA staff to construct a ballot reflecting the nominees who are in good standing and otherwise meet all established qualifications.

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

5.1.6 The Secretary of 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.

5.1.7 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.

5.2 Elections-

5.2.1 Elections for the Executive Committee will be held three months after the conclusion of negotiations and ratification of the successor contract.

5.2.2 Length of time in office shall be the term of the contract.

5.2.3 Voting shall be by secret ballots of the members in good standing as verified by the Secretary of the Executive Committee.

5.2.4 A cumulative majority vote by secret ballot of the members in good standing shall decide the issue. Only those members present may vote and there shall be no proxy voting. Elections must be announced in writing at least 7 days prior to the meeting.

5.2.5 Nothing contained herein shall preclude the Executive Committee in the exercise of its discretion, from directing that the election be conducted by mail ballot, e-mail or absentee after appropriate notice and with safeguards for preserving the secrecy of the balloting.

5.2.6 In case of a dispute on voting eligibility, such individuals will be allowed to vote, but their ballots will be set aside and uncounted until membership eligibility can be determined. Under no circumstances will the outcome of the election be delayed for longer than seven (7) days.
5.2.7 A tie in an election of a member of the Executive Committee will be decided by lot.

Special Elections- If both the Chairperson and Vice-Chair positions are vacated, then a special election will be held to elect individuals who will finish out the terms. Nominations will be taken pursuant to Article 5.1 and elections will be held pursuant to Articles 5.2

**Article 6- Committees**

**6.1 Executive Committee**

6.1.1 **Duties-** The Executive Committee will act as a steering committee to conduct the day-to-day business of the ARPNMCMC/ONA with respect to the objectives outlined in the ARPNMCMC/ONA and ONA’s Bylaws and in cooperation with ONA and ONA staff.

6.1.2 **Scope-** The ARPNMCMC/ONA Executive Committee shall at a minimum consist of a Chairperson, Vice Chair, Secretary, and Treasurer, but may also include Membership Chair, Grievance Chair Person, and one representative from each of the following departments Home Health, First Impressions, 4th Floor, ICU, OR/RR/SDS, Celilo, and ED and one member from the PNCC (Article 14 committee of the contract) or Safety Committee.

6.1.3 **Failure to Have a Minimum-** a bargaining unit that is unable to maintain the minimum number of members of the Executive Committee will be placed in trusteeship and the existing members of the Executive Committee, if any, will be required to work with ONA staff to ensure compliance with these Bylaws.

6.1.4 **Term-** The term of office for the members of the Executive Committee will commence one month following the election and last until the next election approximately 3 months after the ratification of the successor agreement with Mid-Columbia Medical Center. Eligibility to serve as such shall be as prescribed in these Bylaws. No member may hold more than one elected Executive Committee office.

6.1.5 **Officers and members of the Executive Committee shall meet at least once a quarter prior to membership meetings. Special meetings of the Executive Committee may be called by the Chairperson with at least 2 days written notice.**

6.1.6 **Officers and members of the Executive Committee shall be responsible for the conducting of business as it related to the bargaining unit and shall report to the members on matters that include internal and external communications, discussion and approval of bargaining unit expenses, treasurer’s report, record keeping of meeting minutes, etc.**

6.1.7 **Officers and members of the Executive Committee may be removed for acts or conduct against the best interest of ARPNMCMC/ONA; including failure to perform expected duties, by a 2/3 vote of Bargaining Unit**
members in attendance at a meeting which included written announcement of the impeachment at least 7 days in advance.

6.1.8 Responsibilities-

6.1.8.1 CHAIRPERSON-

6.1.8.1.1 Conduct and supervise the affairs of ARPNMCMC/ONA in accordance with these Bylaws;
6.1.8.1.2 Serve as an ex-officio member of all ARPNMCMC/ONA committees;
6.1.8.1.3 Appoint special committees and their members with the approval of the Executive Committee;
6.1.8.1.4 Fill vacancies that occur on committees with the approval of the executive committee until the next regular election;
6.1.8.1.5 Combine the duties of officers during times where duly elected officers are lacking.
6.1.8.1.6 Assist with grievances at step 2 and step 3 when requested by the grievant.
6.1.8.1.7 In conjunction with the Treasurer, disburse or order the disbursement of all monies necessary to pay the bills, obligations and indebtedness of ARPNMCMC/ONA, which have been properly incurred as provided herein;
6.1.8.1.8 Enforce these Bylaws and ensure that all officers perform their respective duties.

6.1.8.2 VICE-CHAIR

6.1.8.2.1 Assist the Chairperson in the discharge of all duties;
6.1.8.2.2 Perform such other duties and render such assistance as may be directed by the Chairperson;
6.1.8.2.3 Serve as the liaison with Clinical Administration hires due to the nature of the department.
6.1.8.2.4 In case of the Chairperson’s absence, the Vice-Chair shall perform the duties of the President; and
6.1.8.2.5 Should the Chair’s position be vacated, the Vice-Chair shall serve as the Chairperson until the next election.

6.1.8.3 SECRETARY

6.1.8.3.1 Collect names of nominees for elected positions and construct a ballot for all the names submitted;
6.1.8.3.2 Confirm that the nominees are willing to serve and when there is no Membership Chair, ensure the nominee is in good standing;
6.1.8.3.3 Verify that amendments to bylaws are properly submitted;
6.1.8.3.4 Record, maintain and archive minutes for all Executive Committee meetings;
6.1.8.3.5 Sit on the Elections Committee; and
6.1.8.3.6 Conduct correspondence as directed by the Executive Committee.

6.1.8.4 TREASUER – Has financial responsibility over the financial affairs of the ARPNMCMC/ONA

6.1.8.4.1 The Treasurer will hold and account for the treasury of ARPNMCMC/ONA.
6.1.8.4.2 Make financial reports at all Executive Committee Meetings and to EGW as requested that includes the assets and liabilities of the ARPNMCMC/ONA; and
6.1.8.4.3 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.

6.1.8.5 GRIEVANCE CHAIR- coordinate the following activities in cooperation with the ONA staff representative:

6.1.8.5.1 Conduct and supervise the affairs of the Executive Committee with regard to grievances.
6.1.8.5.2 Oversees the processing of unit representatives in their investigation of all grievance complaints filed by BU members at Step 1 and assist members with Step 2 and Step 3 grievances.
6.1.8.5.3 Responsible for securing representation, if requested, for the grievant when their unit representative is not available.

6.1.8.6 MEMBERSHIP CHAIR-

6.1.8.6.1 Ensures that all new hires are contacted in a timely fashion to discuss membership ARPNMCMC/ONA in the and the ONA, ensures new hires are provided with a copy of the collective bargaining agreement, these Bylaws, a ONA membership application and to ensure that the new hires are introduced to the new hires’ unit steward;
6.1.8.6.2 Strive to increase the membership of the bargaining unit;
6.1.8.3 Ensure that membership records accurately reflect who are: a) members in good standing; b) members in bad standing; c) fair share members; d) bona fide religious objectors; e) new hires who are potential new members; and f) non-members. The Membership Chair will ensure that the list is updated on an annual basis and before every vote of the bargaining unit.

6.1.8.7 UNIT REPRESENTATIVES

6.1.8.7.1 Shall assist their units with grievances, with completing safe staffing request forms, and with routing concerns to the Executive Committee.
6.1.8.7.2 Help with implementing phone trees and passing out information or conducting surveys in the units.

6.1.8.8 PNCC CHAIR-

6.1.8.8.1 Conduct and supervise the affairs of the PNCC in accordance with these Bylaws;
6.1.8.8.2 With the PNCC, make recommendations for educational and training programs compatible with identified hospital goals;
6.1.8.8.3 Ensure each nursing unit has at least one member in good standing willing to participate on the PNCC Committee or as dictated by the collective bargaining agreement;
6.1.8.8.4 With the PNCC, process and analyze unsafe staffing reports. Take necessary steps to address issues raised in unsafe staffing reports when necessary;
6.1.8.8.5 Make timely reports to the Executive Committee and ONA concerning unsafe staffing reports and educational and training programs;
6.1.8.8.6 With the PNCC, make recommendations to the facility of ways and means to improve patient care; and
6.1.8.8.7 With the PNCC, make reports to outside agencies with the approval of the Executive Committee and ONA.
6.1.8.8.8 The Chair of the PNCC is an ex-officio member of the Executive Committee.

6.2 Negotiating Committee

6.2.1 Composition- The Negotiations Committee shall consist of the Chairperson, Vice Chair, Secretary or Treasurer and two other members of the Executive Committee chosen at the first meeting of the Executive Committee within one month of the election of officers and 12 months.
before the expiration of the current contract. Other Executive Committee members will serve as alternates.

6.2.2 Duties-

6.2.2.1 Development and distribution of negotiations survey(s);
6.2.2.2 Research of negotiations related issues, with the goal of having at least one meeting with the bargaining unit to review outstanding contract issues. This meeting must take place prior to the Committee beginning to meet with the employer;
6.2.2.3 Formulation of contract proposals;
6.2.2.4 Assist in the negotiations of a successor collective bargaining agreement and any mid-term negotiations;
6.2.2.5 Make recommendations to the bargaining unit whether to ratify a contract; and
6.2.2.6 Sign the ratified contract.
6.2.2.7 Before signing, contracts are first subject to the ratification of the membership by secret ballot at a meeting called by written notice at least 7 days in advance for the express purpose of considering ratification.

6.3 Professional Nursing Care Committee-

6.3.1 Composition- The PNCC will be composed representative from each nursing unit in the hospital who shall also serve as unit representatives or as otherwise specified by the collective bargaining agreement. Chair of the PNCC will be selected from among its members.

6.3.2 Duties-

6.3.2.1 Make recommendations for educational and training programs compatible with identified hospital goals;
6.3.2.2 Process and analyze unsafe staffing reports. Take necessary steps to address issues raised in unsafe staffing reports when necessary;
6.3.2.3 Make timely reports to the Executive Committee and ONA concerning unsafe staffing reports and educational and training programs;
6.3.2.4 Serve on the hospital’s staffing committee or ensure the staffing committee has duly elected representatives.
6.3.2.5 Make recommendations to the facility of ways and means to improve patient care;
6.3.2.6 Make reports to outside agencies with the approval of the Executive Committee and ONA; and
6.3.2.7 Those duties specified with the collective bargaining agreement.
6.3.2.8 If the PNCC does not function or meet per the contract, five members of the Executive Committee may function as the PNCC.
6.4 Health Plan Advisory Committee

6.4.1 Three Nurses in the Bargaining Unit shall serve on the Health Plan Advisory Committee. One member will report to the Executive Committee at least quarterly.

6.5 Safety Committee

6.5.1 Two Registered Nurses of the bargaining unit shall serve on the Hospital Safety Committee. These nurses will be in communication with the Hospital Staffing Committee.

Article 7- Membership Meetings

7.1 Meetings of the membership shall be held once quarterly as possible and practical and at location arranged by the Chairperson announced in writing at least 7 days in advance.

7.2 Membership Meeting may be dispersed into two or more meetings in order to accommodate shift work.

7.3 The regular general membership meeting is the highest authority within the ARPNMCMC/ONA. The Executive Committee may make decisions necessary in between membership meetings and the Chairperson may make decisions in between Executive Committee Meetings. Each level of decision making may be reviewed and altered by the next highest level of authority.

7.4 Special meetings of the membership may be called by the Chairperson with at least 2 days written notice, or 33% of the membership may call a meeting by written notice to the Chairperson at least 3 days in advance of the proposed special meeting.

Article 8- Contract Ratification and Other Votes

8.1 Notification- at least seven (7) days prior to contract ratification or other vote, the Secretary shall with assistance from ONA staff 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 Secretary will post a summary of the tentative agreement and the date, time and place of the vote. Upon request, the Secretary shall make available a copy of the tentative agreement.

8.2 Secret Ballot- Voting shall be by secret ballot of the members in good standing as verified by the Secretary of the Executive Committee and/or Membership.
Chairperson.

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

8.4 Vote By Mail, E-mail or Absentee- Nothing contained herein shall preclude the ARPNMCMC/ONA Executive Committee in the exercise of its discretion, from directing that the election be conducted by mail ballot, e-mail or absentee after appropriate notice and with safeguards for preserving the secrecy of the balloting.

8.5 Dispute- In case of a dispute on voting eligibility, such individuals will be allowed to vote, but their ballots will be set aside and uncounted until membership eligibility can be determined. Under no circumstances will the outcome of the ratification vote be delayed for longer than seven (7) days.

8.6 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 Negotiations Committee may also require that the strike vote pass and be authorized by a two thirds (2/3rd) vote of those voting.

Article 9- Bylaws

9.1 Timing- These Bylaws may be amended no more than once each calendar year.

9.2 Member Initiated Amendments- members can propose amendments to these Bylaws by submitting a petition with the signatures of at least seven (7) members in good standing to the Secretary of 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.

9.3 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.

9.4 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.

9.5 Notification- at least fourteen (14) days prior to a vote on an amendment to these Bylaws, the Secretary shall post in conspicuous places and mail to the membership the proposed change.

9.6 Vote- A two thirds (2/3rd) majority vote of the members in good standing present at
the meeting shall be required for passage of the proposed amendment.

9.7 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.

9.8 Vote By Mail, E-mail 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 Committees gives appropriate notice and with safeguards to ensure the integrity of the balloting.

**Article 10- Savings Clause**

10.1 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.

10.2 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 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.

10.3 If any section or subsection of these Bylaws should be held invalid by operation or 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.