

**KAISER NURSES OF THE OREGON NURSES ASSOCIATION  
DISTRICT BYLAWS—RATIFIED SEPTEMBER 18, 2015**

**ARTICLE 1- NAME & PURPOSE**

Section 1. The name of this association shall be the Kaiser Nurses of the Oregon Nurses Association, hereafter referred to as KNONA. KNONA is a constituent association of the Oregon Nurses Association.

Section 2. *Purpose*—KNONA is formed for all legal purposes including:

- A. To unite into one labor organization all workers eligible for membership, regardless of religion, race, creed, color, national origin, age, physical disability, gender or sexual orientation;
- B. To secure and maintain improved wages, hours, working conditions, benefits and other advantages through concerted, economic, political, and other lawful methods;
- C. To work for adherence to the American Nurses Association's (ANA) Code for Nurses, the United American Nurses (UAN) Constitution and the Oregon Nurses Association (ONA) Bylaws;
- D. To establish and promote high standards of practice for healthcare workers;
- E. To engage in organizing workers to provide the benefit of unionism to all workers;
- F. 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 KNONA;
- G. To protect and preserve the UAN, ONA and KNONA as an institution;
- H. To carry out the objectives of the ONA and the UAN;
- I. 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 UAN's Bylaws and/or Constitution;
- J. To provide representation in the ONA House of Delegates; and
- K. To promote relationships with nursing students.

Section 3. *Relationship to ONA*

- A. The KNONA shall enter into written agreement with ONA for the collection and accounting services of membership dues and for the verification of the membership base if requested.
- B. KNONA shall enter into other written agreements as deemed necessary by ONA.
- C. KNONA shall operate within the policies established by the ONA Cabinet on Economic & General Welfare and Board of Directors.

**ARTICLE II: MEMBERSHIP AND DUES**

Section 1. *Composition*—The KNONA shall be composed of:

- A. *Membership Eligibility*—Any individual covered under the collective bargaining agreement between the ONA and Kaiser is eligible to join and maintain membership subject to the requirements imposed by these Bylaws and the ONA and/or UAN's Bylaws.
- B. Membership shall be unrestricted by consideration of religion, race, creed, color, national origin, age, physical disability, gender or sexual orientation.

Section 2. *Good Standing*—To be a member in good standing, the individual must:

- A. Be a member of the ONA;
- B. Pay all dues and assessments in full as established by the UAN, ANA, ONA, and KNONA;
- C. Abide by ANA, UAN, ONA, KNONA code of conduct, bylaws and/or constitutions;
- D. Not interfere with the elected officers of the KNONA in the performance of their duties.
- E. Refrain from engaging in dual unionism which is defined as assistance to one or more labor organizations that compete with the collective bargaining interest of ONA, other constituent State Nurses Associations (SNAs), UAN and/or ANA; and
- F. Not cross a strike picket line at an ONA, SNA, or UAN represented facility, unless required by the collective bargaining agreement or pursuant to ONA's emergency procedures.

Section 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:

- A. All rights and benefits provided by ONA, UAN and ANA;
- B. Attend and participate KNONA meetings;
- C. Nominate or vote for elected officers or committee chairs within KNONA;
- D. Participate in the election of delegates to ONA, UAN or ANA;
- E. Vote on contract issues, proposals or ratification as proposed by the KNONA negotiating committee;
- F. Vote on changes to KNONA Bylaws;
- G. Participate in contract bargaining surveys;
- H. Receive regular KNONA communications; and
- I. Appointment and/or election to KNONA committees.

Section 4. *Non-Members*—Non-members include:

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

Section 5. *Meetings*

- A. It will be the goal to establish regular meetings to conduct bargaining unit business at specified intervals.
- B. Additional meetings may be called by a majority vote of the Executive Committee and/or by request of ten members, provided a reasonable meeting notification effort is made.
- C. Agendas will include, but not be limited to:
  1. Committee reports
  2. Negotiation updates and/or contract proposals.
  3. Election information and voting.
- D. A quorum shall be at least three members of the Executive Committee. All decisions will be made by simple majority vote of those members in attendance.

Section 6. *ONA Membership Dues*—ONA membership dues will be established annually in accordance with UAN, ANA and ONA's constitution, bylaws, policies and procedures.

Section 7. *KNONA Dues Assessment & Special Assessment*—The KNONA may elect to increase the monthly dues by an amount which will be apportioned to the local treasury from the ONA. The KNONA may also levy special assessments for such things such as pre-strike preparation or post-strike recuperation. The following procedures will be followed:

- A. The KNONA Executive Committee must receive the ONA Board or EGW Cabinet's approval, whichever is applicable, for the amount, duration and purpose of any dues and special assessments prior to bringing the issue to a bargaining unit vote.
- B. The KNONA 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.
- C. 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.
- D. 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.

Section 8. *Method of Payment*—Members may elect to pay dues and assessment by direct billing, payroll deduction or electronic deposit.

Section 9. *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 KNONA. Any member who has been automatically suspended for failure to pay dues and other charges shall be under a continuing obligation to pay 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.

Section 10. *Change of Dues Category*—No monies shall be refunded nor additional monies collected when a change of dues category is made within a membership year.

Section 11. *Transfer*—A member who has completed full payment of dues in another constituent association or another SNA may transfer to the KNONA without payment of any additional dues for the remainder of the membership year.

### **ARTICLE III: DISCIPLINE**

Section 1. *Fair Treatment and Due Process*- Each member of KNONA 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 KNONA 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.

## Section 2. *Charge of Misconduct-*

- A. Filing a charge—A charge that a member is in bad standing shall be presented to the KNONA 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 in the KNONA bargaining unit or ONA's EGW Cabinet may file a charge.
- B. Content of a charge—The charge must set forth the provisions of the UAN, ANA, ONA and/or KNONA constitutions, code of conduct and/or constitution 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, witnesses 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.
- C. 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.

## Section 3. *Trial Procedure-*

- A. 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.
- B. Executive Committee—The KNONA 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 KNONA Executive Committee that 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.
- C. Written Decision—A majority quorum vote of the KNONA Executive Committee is needed to find the charged party guilty. The KNONA 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. A tie vote shall be a finding of innocence.
- D. Quorum—A quorum shall be three members of the Executive Committee.

Section 4. *Appeal-* only the accused member has the right to appeal a decision by the KNONA Executive Committee unless the charge is against a member of the KNONA Executive Committee. When the charge is against a member of the KNONA Executive Committee, the charging party or the accused may appeal the decision.

- A. Timelines - the appeal must be submitted to the EGW Cabinet within thirty (30) days after receiving the KNONA's written decision.
- B. EGW Cabinet- the EGW Cabinet will hold a hearing during its regular meetings or earlier at its discretion. The purpose of the hearing will be to review the evidence and the KNONA Executive Committee's decision and to afford the accused the opportunity to present an argument as to why KNONA Executive Committee's decision was wrong. A vote as to the merit of the discipline imposed by the KNONA Executive Committee will be taken in accordance to the EGW Cabinet rules.

- C. ONA Board of Directors- The decision of the EGW Cabinet will be final and binding except in circumstances where the alleged violation concerns:
1. A violation of the Code of Nurses as established by ANA; or
  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.

Section 5. *Penalties*- Depending on the severity of the discipline, a member found to be in bad standing may be:

- A. Reprimanded;
- B. Censured;
- C. Fined;
- D. Removed from office;
- E. Suspended from membership;
- F. Permanently expelled from membership; or
- G. In the case of non-payment of dues, terminated from employment in accordance to the collective bargaining agreement.

#### **ARTICLE IV: OFFICERS, DELEGATES AND DUTIES**

Section 1. The officers of the KNONA shall be President, Vice President, Secretary, and Treasurer.

Section 2. The term of office for members of the Executive Committee shall be 2 years. The president and treasurer shall be elected in even years. The vice-president and the secretary shall be elected in odd years. The term of office for KNONA's delegation shall be in accordance with ONA Bylaws Article IV. Section 3.D.

- A. The President shall be responsible for the following:
  1. Presiding at all meetings of the KNONA,
  2. Chairing the negotiating team,
  3. Filling vacancies of the Executive Committee and KNONA's delegation to ONA's House of Delegates; and
  4. Executing all agreements between KNONA and ONA.
- B. The Vice President shall assume the duties of President in the absence of the President or in the event of a vacancy occurring in the office of the President.
- C. The Secretary shall be responsible for the following:
  1. Record the minutes of all KNONA meetings.
  2. Preserve all documents and minutes of the KNONA.
  3. Forward a copy of the KNONA Bylaws and all required amendments to ONA.
  4. Conduct the general correspondence of the KNONA.
  5. Preserve all newsletters and correspondence of the KNONA.
  6. Prepare reports to ONA as required including change of officers and an

annual report to the ONA House of Delegates.

- D. The Treasurer shall be responsible for:
1. Keeping an account of dues paid to the KNONA account and all other funds of the KNONA.
  2. Authorize all expenditures for payment by ONA, in accordance with KNONA policies and procedures.
  3. Maintain an itemized accounting of all receipts and disbursements.
  4. Submit all records of account for audit as needed.

Section 3. All officers shall deliver to their successors in office all accounts, record books, papers, reports, files or other property belonging to the KNONA within two weeks following their retirement from office.

#### Section 4. *Vacancies*

- A. In the event of a vacancy occurring in the office of the President, the Vice President shall become President for the remainder of the term.
- B. All other vacancies in office or of KNONA's delegation to ONA's House of Delegates shall be filled either by:
1. Election of the membership at the next regular meeting or within 30 days, whichever is longer; or
  2. At the discretion of the President, the President may appoint a member in good standing to fill a vacancy.

### **ARTICLE V: EXECUTIVE COMMITTEE**

Section 1. *Composition*—The Executive Committee shall be composed of a President, Vice President, Secretary, and Treasurer.

Section 2. *Quorum*—A quorum shall be three members of the Executive Committee.

### **ARTICLE VI: NOMINATION, ELECTION OF OFFICERS & CONTRACT RATIFICATION VOTE**

#### Section 1. *Nominations*

- A. Names of candidates for elective officers and delegates will be submitted from the membership to the Secretary or designee who will be responsible for constructing the ballot of all names submitted.
- B. Nominees shall have consented to serve if elected and shall be and remain members in good standing.
- C. Members shall be eligible to serve in only one Executive Committee position.
- D. A copy of the slate shall be posted at least 14 days in advance of elections.
- E. 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.

#### Section 2. *Elections*

- F. Elections for the KNONA Executive Committee will be held on the third Thursday of October. The selection of delegates is to be in accordance with the ONA Bylaws Article IV. Section 3. Subsections C and D.

- G. Voting shall be by secret ballots of the members in good standing as verified by the Secretary of the Executive Committee and/or ONA.
- H. 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.
- I. Nothing contained herein shall preclude the KNONA Executive Committee in the exercise of its discretion from directing that the election be conducted by mail ballot after appropriate notice and with safeguards for preserving the secrecy of the balloting.
- J. 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. The outcome of the election will not be delayed for longer than seven (7) days.
- K. A tie in an election of a member of the Executive Committee and/or Delegate will be decided by lot.
- L. The newly elected officer and/or delegate's term will begin the first Monday of November.

Section 3. *Special Elections*—If both the President and Vice-President positions are vacated, then a special election will be held to elect individuals who will finish out the terms. Nominations and elections will be taken pursuant to these bylaws.

#### Section 4. *Contract Ratification and Other Votes*

- A. *Notification.* At least five (5) days prior to contract ratification or other vote, the Secretary shall post in conspicuous placed, mail and/or email to the membership a summary of the issues to be voted on and the date, time and place of the vote. Upon request, the Secretary shall make available a copy of the tentative agreement.
- B. *Secret Ballot.* Voting shall be by secret ballot of the members in good standing as verified by the Secretary of the Executive Committee.
- C. *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.
- D. *Vote by Mail, Email or Absentee.* Nothing contained herein shall preclude the KNONA Executive Committee in the exercise of its discretion, from directing that the election be conducted by mail ballot after appropriate notice and with safeguards for preserving the secrecy of the balloting.
- E. *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 not circumstances will the outcome of the ratification vote be delayed for longer than seven (7) days.
- F. *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.

### **ARTICLE VII: COMMITTEES & RATIFICATION VOTE**

#### Section 1. *Negotiating Team*

- A. *Composition*—The members of the KNONA Executive Committee shall constitute the negotiating committee. A maximum of two other members in good

standing may serve on the negotiating team appointed by the Executive Committee.

B. *Duties:*

1. Development and distribution of negotiation survey(s);
2. Research of potential bargaining issues, with the goal of having at least one meeting with the bargaining unit. This meeting must take place prior to the Committee beginning to meet with the employer;
3. Formulation of contract proposals;
4. Assist in the negotiations of a successor collective bargaining agreement including attending negotiation sessions;
5. Make recommendations to the bargaining unit whether to ratify a contract; and
6. Sign the ratified contract.

C. *Election Year*—If an election of officers is held while the collective bargaining agreement is being negotiated, the members of the old Executive Committee will continue to serve as the Negotiating Committee until after the ratification of the successor agreement.

## Section 2. *Grievance Committee*

- A. Committee consisting of bargaining unit members interested in assisting with the processing of grievances.
- B. Committee will select a chairperson or co-chairpersons.
- C. Grievance committee members will work with the ONA staff to represent the RN at appropriate steps of the grievance procedures.

## **ARTICLE VIII: PARLIAMENTARY PROCEDURE**

Section 1. The rules for parliamentary procedure contained in Roberts Rules of Order Newly Revised shall govern all meetings of the KNONA in all cases to which they are applicable, and in which they are not inconsistent with these Bylaws.

## **ARTICLE IX: AMENDMENTS**

Section 1. These Bylaws may be amended at any regular or special meeting of the KNONA by a majority vote of the quorum present, providing the proposed amendments have been posted at least 14 days prior to the meeting to notify all members of the proposed changes to be voted on.

Section 2. 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.

Section 3. Amendments to these Bylaws are subject to the approval of ONA's EGW Cabinet and/or Board of Directors and shall not be effective until such approval has been given

## **ARTICLE X: GENERAL GUIDELINES**

In the event that circumstances occur not covered by these Bylaws, ONA Bylaws, and the UAN Constitution will be referred to for guidance.