Article 1 - Name and Purpose

1.1 Name - The name of this bargaining unit shall be the Legacy Mt. Hood United Bargaining Unit of the Oregon Nurses Association, hereinafter referred to as LMHU-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, gender identity or sexual orientation;

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 engage in organizing workers to provide the benefit of unionism to all workers;

1.2.6 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 LMHU-ONA;

1.2.7 To protect and preserve the ONA and LMHU-ONA as an institution;

1.2.8 To carry out the objectives of the ONA;

1.2.9 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 applicable Constituent Association Bylaws and/or ONA Bylaws;

1.2.10 To provide representation in the ONA House of Delegates in conjunction with the local Constituent Association Bylaws; and

1.2.11 To promote relationships with nursing students.

1.3 Relationship to ONA

1.3.1 LMHU-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 LMHU-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 LMHU-ONA shall enter into other written agreements as deemed necessary by ONA.

1.3.4 LMHU-ONA shall operate within the policies established by ONA’s Board of Directors and the ONA Labor Cabinet.
Article 2- Membership

2.1 Membership Eligibility- Any individual covered under the collective bargaining agreement between the ONA and Legacy Health dba Legacy Mt. Hood Medical Center is eligible to join and maintain membership by maintaining membership in ONA, subject to the requirements imposed by these Bylaws and the ONA Bylaws.

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

4.2.1 The LMHU-ONA Executive Committee must receive the Labor 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.

4.2.2 The LMHU-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.

4.2.3 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.

4.2.4 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.

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

4.4 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 LMHU-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 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 in July. The first elections will be held in 2023 and every other year thereafter. All other elections will be held as directed by the Executive Committee or ONA.

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

5.2.3 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.

5.2.4 Nothing contained herein shall preclude the LMHU-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.

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

5.2.6 A tie in an election of a member of the Executive Committee will be decided by lot.

5.3 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 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 LMHU-ONA with respect to the objectives outlined in the LMHU-ONA and ONA’s Bylaws and in cooperation with ONA and ONA staff. It is the responsibility of the Executive Committee, to the best of its ability, to ensure the duties of any defunct committee(s) is/are fulfilled.

6.1.2 Scope- Ideally, the LMHU-ONA Executive Committee shall consist of a Chairperson, a Vice-Chair, a Secretary, a Treasurer, the Grievance Chair, the Membership Chair and the Professional Nursing Care Committee (PNCC) Chair. At a minimum, the Executive Committee shall consist of a Chairperson, Vice-Chair and Secretary/Treasurer.

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 of all Officers shall commence on the fifteenth (15th) of August following the election and shall last for two years. 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 Responsibilities-

6.1.5.1 CHAIRPERSON-

6.1.5.1.1 Conduct and supervise the affairs of LMHU-ONA in accordance with these Bylaws;
6.1.5.1.2 Serve as an ex-officio member of all LMHU-ONA committees;
6.1.5.1.3 Appoint special committees and their members with the approval of the Executive Committee;
6.1.5.1.4 Fill vacancies that occur on committees with the approval of the executive committee until the next regular election;
6.1.5.1.5 In conjunction with the Treasurer, disburse or order the disbursement of all monies necessary to pay the bills, obligations and indebtedness of LMHU-ONA, which have been properly incurred as provided herein;
6.1.5.1.6 Enforce these Bylaws and ensure that all officers perform their respective duties.

6.1.5.2 VICE-CHAIR-

6.1.5.2.1 Assist the Chairperson in the discharge of all duties;
6.1.5.2.2 Perform such other duties and render such assistance as may be directed by the Chairperson;
6.1.5.2.3 In case of the Chairperson’s absence, the Vice-Chair shall perform the duties of the Chairperson; and
6.1.5.2.4 Should the Chairperson’s position be vacated, the Vice-Chair shall serve as the Chairperson until the next election.

6.1.5.3 SECRETARY-

6.1.5.3.1 Send out meeting notices as directed;
6.1.5.3.2 On at least an annual basis, update all members’ contact information, including correct mailing addresses, home and work telephone numbers and e-mail addresses. Provide this information to ONA;
6.1.5.3.3 Collect names of nominees for elected positions and construct a ballot for all the names submitted;
6.1.5.3.4 Confirm that the nominees are willing to serve and when there is no Membership Chair, ensure the nominee is in good standing;
6.1.5.3.5 Verify that amendments to bylaws are properly submitted;
6.1.5.3.6 Record, maintain and archive minutes for all Executive Committee meetings;
6.1.5.3.7 Convene and serve on the Elections Committee when appropriate; and
6.1.5.3.8 Conduct correspondence as directed by the Executive Committee.

6.1.5.4 TREASURER-

6.1.5.4.1 Has financial responsibility over the financial affairs of the LMHU-ONA;
6.1.5.4.2 Make at least a quarterly report to the Executive Committee and ONA Labor Cabinet that includes the assets and liabilities of the LMHU-ONA; and
6.1.5.4.3 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 ONA Labor Cabinet by December 31st of every year.

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

6.1.5.5.1 Create, conduct and supervise the affairs of the Grievance Committee in accordance with these Bylaws;
6.1.5.5.2 Oversees the processing and investigation of all grievance complaints filed by BU members;
6.1.5.5.3 Responsible for securing representation, if requested, for the grievant;
6.1.5.4 Ensure grievance committee members receive training in the processing of grievance and representation of grievants; and
6.1.5.5 Report to the Executive Committee and ONA in a timely fashion all grievance complaints.

6.1.5.6 MEMBERSHIP CHAIR-

6.1.5.6.1 Conduct and supervise the affairs of the Membership Committee in accordance with these Bylaws;
6.1.5.6.2 Ensures that all new hires are contacted in a timely fashion to discuss membership in the LMHU-ONA and the ONA, ensures new hires are provided with a copy of the collective bargaining agreement, these Bylaws, an ONA membership application and to ensure that the new hires are introduced to the new hires’ unit representative/steward;
6.1.5.6.3 Strive to increase the membership of the bargaining unit;
6.1.5.6.4 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.

6.1.5.7 UNIT REPRESENTATIVE/STEWARD CHAIR-

6.1.5.7.1 Maintain a group of activists who are members in good standing and who are willing to perform duties at the request of the Executive Committee or ONA. The goal should be to get at least one unit representative/steward in each unit at the hospital;
6.1.5.7.2 Ensure that the unit representatives/stewards receive training in organizing; and
6.1.5.7.3 Assign organizing tasks to unit representatives/stewards and ensure follow through on assignments given to them.
6.1.5.7.4 Facilitates communication between unit representatives/stewards and ONA staff nurses, other ONA committees and Administration;
6.1.5.7.5 Provides opportunities for leadership growth within the committee, including the Unit Rep/Steward Role and the committee as a whole.
6.1.5.7.6 Sets the agenda and facilitates committee meetings.

6.1.5.8 Professional Nursing Care Committee (PNCC) CHAIR-

6.1.5.8.1 Conduct and supervise the affairs of the PNCC in accordance with these Bylaws;
6.1.5.8.2 With the PNCC, make recommendations for educational and training programs compatible with identified hospital goals;

6.1.5.8.3 Ensure PNCC positions are filled in accordance with the collective bargaining agreement;

6.1.5.8.4 With the PNCC, process and analyze incident reports. Take necessary steps to address issues raised in incident reports when necessary;

6.1.5.8.5 Make timely reports to the Executive Committee and ONA concerning unsafe practice conditions as well as educational and training programs;

6.1.5.8.6 With the PNCC, make recommendations to the facility of ways and means to improve patient care; and

6.1.5.8.7 With the PNCC, make reports to outside agencies with the approval of the Executive Committee and ONA.

6.1.5.9 STAFFING COMMITTEE CHAIR-

6.1.5.9.1 The LMHU-ONA Staffing Committee Chair shall be elected in accordance with the law and these bylaws;

6.1.5.9.2 Co-Chair Staffing Committee meetings;

6.1.5.9.3 Ensure Staffing Committee vacancies are filled in a timely manner;

6.1.5.9.4 Process and analyze unsafe staffing reports and/or incident reports, in collaboration with the PNCC representatives;

6.1.5.9.5 Take necessary steps to address issues raised in unsafe staffing reports;

6.1.5.9.6 Strive to achieve the goals of Oregon’s safe staffing laws;

6.1.5.9.7 Make timely reports to the Executive Committee and ONA concerning unsafe staffing reports.

6.2 Negotiating Committee-

6.2.1 Composition- The members of the LMHU-ONA Executive Committee shall constitute the negotiating committee. A maximum of two other members in good standing may serve on the negotiating team, in order to ensure representation for each nursing area, so long as they are nominated and voted for pursuant to the procedures laid out in Article 5 above.

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;
6.2.2.5 Make recommendations to the bargaining unit whether to ratify a contract; and
6.2.2.6 Sign the ratified contract.

6.2.3 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.

6.3 Grievance Committee-

6.3.1 Composition- The Grievance Committee will be composed of the Grievance Chair and at least two unit stewards as determined by the Executive Committee.

6.3.2 Duties-

6.3.2.1 Interpret any term or provision of the collective bargaining agreement;
6.3.2.2 Enforce the collective bargaining agreement with the filing of grievances;
6.3.2.3 Ensure members have representation in disciplinary meetings or during the grievance process when requested;
6.3.2.4 Investigate merit of the grievances and submit findings to Executive Committee and ONA;
6.3.2.5 Ensure collective bargaining agreement is being consistently applied;
6.3.2.6 Report to the Executive Committee and ONA the status and resolution of all grievances; and
6.3.2.7 Ensure all work rules are consistent with the terms of the collective bargaining agreement. Alert Executive Committee and ONA if rule is inconsistent or is a mandatory subject of bargaining.

6.4 Membership Committee-

6.4.1 Composition- The Membership Committee will be composed of the Membership Chair and unit activists identified by the Executive Committee.

6.4.2 Duties-

6.4.2.1 Contact all new hires in a timely fashion to discuss membership in the LMHU-ONA and the ONA,
6.4.2.2 Provide new hires with a copy of the collective bargaining agreement and these Bylaws;
6.4.2.3 Introduce new hires to the new hire’s unit steward;
6.4.2.4 Strive to increase the membership of the bargaining unit;
6.4.2.5 Process all new membership applications in a timely fashion;
6.4.2.6 Perform duties at the request of the Executive Committee or ONA.; and
6.4.2.7 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.

6.5 Professional Nursing Care Committee (PNCC)-

6.5.1 Composition- The PNCC will be composed of the PNCC Chair and all unit representatives or as otherwise specified by the collective bargaining agreement.

6.5.2 Duties-

6.5.2.1 Make recommendations for educational and training programs compatible with identified hospital goals;
6.5.2.2 Process and analyze incident and/or unsafe staffing reports. Take necessary steps to address issues raised in unsafe staffing reports when necessary;
6.5.2.3 Make timely reports to the Executive Committee and ONA concerning unsafe staffing reports and educational and training programs;
6.5.2.4 Serve on the hospital’s staffing committee or ensure the staffing committee has duly elected representatives.
6.5.2.5 Make recommendations to the facility of ways and means to improve patient care;
6.5.2.6 Make reports to outside agencies with the approval of the Executive Committee and ONA; and
6.5.2.7 Those duties specified with the collective bargaining agreement.

6.6 Elections Committee-

6.6.1 Composition- The Elections Committee will be composed of the Secretary of the Executive Committee and three (3) members in good standing who are not holding or seeking office appointed by the Executive Committee.

6.6.2 Duties-

6.6.2.1 Review all nominations to ensure the nominees are eligible and willing to serve;
6.6.2.2 Oversee all elections to ensure only members in good standing vote in an election; and
6.6.2.3 Count all ballots and report findings to Executive Committee and ONA.

6.7 Unit Representative/Steward Committee-

6.7.1 Composition – The Unit Representative/Steward Committee will be composed of the unit rep/steward chair and at least one representative from each of the nursing units within LMHU-ONA as determined by the Executive Committee.
6.7.2 Unit representatives/stewards must attend basic organizing training to be considered a committee member;
6.7.3 Establish regular committee meetings to ensure duties are performed;
6.7.4 Duties – Communicate with members regarding ONA views and issues; communicate with Executive Committee regarding views of their nursing unit; others as assigned by the Unit Rep/Steward Chair.

6.8 Hospital Staffing Committee-
6.8.1 Composition – The staffing committee will be composed of one representative and one alternate from each of the nursing areas as defined by law. Each member and alternate will be elected by RN's on their nursing unit. The election shall be administered by the LMHU-ONA Executive Committee in a transparent manner. The alternates will replace the primary should the primary cease to work on the unit. Should both the primary and alternate cease working on the unit, a new rep and alternate shall be elected by special election.
6.8.2 Duties – In accordance with Oregon Laws, these bylaws and the collective bargaining agreement.

Article 7- Contract Ratification and Other Votes

7.1 Notification- at least five (5) days prior to contract ratification or other vote, the Secretary 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 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.
7.2 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.
7.3 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.
7.4 Vote By Mail, E-mail or Absentee- Nothing contained herein shall preclude the LMHU-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.
7.5 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.
7.6 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.

Article 8- Bylaws

8.1 Timing- These Bylaws may be amended once each calendar year.
8.2 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.

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 Secretary shall post in conspicuous places and mail to the membership the proposed change.

8.6 Vote - A majority vote of the members in good standing present at the meeting 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 Labor Cabinet and shall not be effective until such approval has been given.

8.8 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 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 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 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 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.