

OREGON NURSES ASSOCIATION
THE ASSOCIATION OF REGISTERED PROFESSIONAL NURSES OF
PORTLAND PROVIDENCE MEDICAL CENTER
BYLAWS
Amended 2022

Article 1- Name and Purpose

1.1 *Name-* The name of this bargaining unit shall be the Association of Registered Professional Nurses of Portland Providence Medical Center Bargaining Unit of the Oregon Nurses Association, hereinafter referred to as ARPN-ONA.

1.2 *Purpose-* The purpose of this bargaining unit shall be:

- 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 represent nurses and serve as a spokesperson with allied professional, community and governmental groups;
- 1.2.3 To secure improved wages, hours, working conditions and other advantages through organization, negotiations and collective bargaining, through legal and economic means, and other lawful methods;
- 1.2.4 To work for adherence to the American Nurses Association's code for nurses;
- 1.2.5 To establish and promote high standards of nursing practice, nurse's professional development, nursing education and nursing services;
- 1.2.6 To engage in organizing workers and to provide the benefit of unionism to all workers and to protect and preserve the benefits obtained for members of the ARPN-ONA;
- 1.2.7 To sponsor and support regular training and continuing education to promote the professional skills of officers, representatives and members of ARPN-ONA. Further, to provide and distribute information to advance the professional status of the membership;
- 1.2.8 To safeguard, advance, and promote the principle of free collective bargaining, the rights of workers, and the security and welfare of all the people by political, educational and other community activity;
- 1.2.9 To engage in cultural, civic, legislative, political, educational, charitable, welfare, social and other activities which further the interest of the ARPN-ONA and its membership in the community, directly or indirectly;
- 1.2.10 To advocate for the nursing profession in regard to legislation, governmental programs, and health policies or in the public;

- 1.2.11 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 ARPN-ONA;
- 1.2.12 To protect and preserve the ARPN-ONA as an institution and to perform its legal and contractual obligations;
- 1.2.13 To carry out the objectives of the Oregon Nurses Association;
- 1.2.14 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 ONA's Bylaws;
- 1.2.15 To liaison with the relevant Constituent Association to provide representation in the ONA House of Delegates; and
- 1.2.16 To promote relationships with nursing students.

1.3 Relationship to ONA-

- 1.3.1 If applicable, the ARPN-ONA shall enter into a written agreement with ONA for the collection and accounting of membership dues and for verification of the membership base.
- 1.3.2 ARPN-ONA shall enter into other written agreements as deemed necessary by ONA.
- 1.3.3 ARPN-ONA shall operate within the policies established by ONA's Board of Directors, the ONA Labor Cabinet.

Article 2- Membership

2.1 Membership Eligibility- Any individual covered under the collective bargaining agreement between the Oregon Nurses Association (hereinafter ONA) and Association of Registered Professional Nurses of Portland Providence Medical Center shall be eligible to join and maintain membership subject to the requirements imposed by these Bylaws and the ONA's 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 ARPN-ONA and ONA;
- 2.2.3 Abide by ARPN-ONA and ONA Bylaws;
- 2.2.4 Not interfere with the elected officers of the ARPN-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, other constituent State Nurses Associations (SNAs), and/or American Nurses Association (ANA); and

- 2.2.6 Not cross a strike picket line at an ONA 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, ~~UAN~~, and ANA;
 - 2.3.2 Attend and participate ARPN-ONA meetings;
 - 2.3.3 Nominate or vote for elected officers or committee chairs within ARPN-ONA;
 - 2.3.4 Vote on contract issues, proposals or ratification as proposed by the ARPN-ONA negotiating committee;
 - 2.3.5 Vote on changes to ARPN-ONA Bylaws.
 - 2.3.6 Receive regular ARPN-ONA communications; and
 - 2.3.7 Appointment and/or election to ARPN-ONA committees.
- 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 ARPN-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 ARPN-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.
- 3.2 *Charge of Misconduct-*
 - 3.2.1 Filing a charge- A charge that a member is in bad standing shall be presented to the ARPN-ONA Executive Committee in writing and signed by the charging party(s). The Executive Committee will then provide the charges to the accused. Only individuals in the ARPN-ONA bargaining unit may file a charge.
 - 3.2.2 Content of a charge- The charge must set forth the provisions of the ARPN-ONA or ONA's 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.

- 3.2.3 Statute of limitations- Any charge based upon alleged misconduct which occurred more than two (2) years prior to the filing of such charge is barred and shall be rejected except charges based upon the non-payment of dues, assessments and other financial obligations. Such charge can be brought for up to a period of five (5) years.

3.3 *Trial Procedure*-

- 3.3.1 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 charging party and the accused may select only a member in good standing to represent them at a hearing.

- 3.3.2 Executive Committee- The ARPN-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 ARPN-ONA 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 Labor Cabinet shall be the first body to serve as the trier of fact.

- 3.3.3 Written Decision- A majority quorum vote of the ARPN-ONA Executive Committee is needed to find the charged party guilty. The ARPN-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 Labor Cabinet.

- 3.3.4 Quorum- A quorum shall be five members.

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

- 3.4.1 Timelines - the accused must submit an appeal to the Labor Cabinet within thirty (30) days after receiving the ARPN-ONA's written decision.

- 3.4.2 Labor Cabinet- the Labor Cabinet will hold a hearing during its regular meetings. The purpose of the hearing will be to review the evidence and the ARPN-ONA Executive Committee's decision and to afford the accused the opportunity to present an argument as to why ARPN-ONA

Executive Committee's decision was wrong. A vote as to the merit of the discipline imposed by the ARPN-ONA Executive Committee will be taken in accordance with the Labor Cabinet rules.

3.4.3 ONA Board of Directors- The decision of the Labor Cabinet will be final and binding except in circumstances where the alleged violation concerns:

3.4.3.1 a violation of ANA and/or ONA bylaws;

3.4.3.2 a violation of the Code of Nurses as established by ANA; or

3.4.3.3 other actions which are detrimental to the purposes, and functions of constituent SNAs or the ANA.

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

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

3.5.1 Reprimanded;

3.5.2 Censured;

3.5.3 Fined;

3.5.4 Suspended from membership;

3.5.5 Permanently expelled from membership; or

3.5.6 In the case of non-payment of dues, terminated from employment in accordance to the collective bargaining agreement.

Article 4- Dues

4.1 *ONA Membership Dues*- ONA membership dues will be established annually in accordance with ONA's Bylaws and policies and procedures.

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

4.2.1 Any levying of an ARPN-ONA dues assessment or special assessment shall be made at a general or special membership meeting(s).

4.2.2 Reasonable notice shall be given/mailed of the meeting(s) at which the membership will consider the question of whether or not such dues or special assessment shall be increased or levied. The notice shall indicate that a proposed increase or assessment is to be voted on.

- 4.2.3 At the meeting(s), voting shall be by secret ballots of the members in good standing.
- 4.2.4 A cumulative majority vote by secret ballot of the members in good standing shall decide the issue.
- 4.2.5 Nothing contained herein shall preclude the ARPN-ONA Executive Committee in the exercise of its discretion, from directing that a membership vote on issues involving dues or assessments be conducted by mail ballot referendum after appropriate notice and with safeguards for preserving the secrecy of the balloting.

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 in 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 ARPN-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 nondiscriminatory basis, the payment of delinquent monies.

Article 5- Nominations and Elections of Officers, Delegate 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 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 unless they are completing a term due to their appointment to fill a vacant 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 candidate will be awarded the position.

5.2 Elections-

- 5.2.1 Elections for the Executive Committee will be held every other year. 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 ARPN-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 three (3) days.

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 ARPN-ONA with respect to the objectives outlined in the ARPN-ONA and ONA's Bylaws and in cooperation with ONA and ONA staff. Executive Committee members are required to attend a minimum of 50% of the Executive Committee Meetings in a calendar year.
- 6.1.2 Scope- The ARPN-ONA Executive Committee shall consist of a Chairperson, a Vice-Chair, a Secretary, a Treasurer, the Grievance Chair, the Membership Chair, the PNCC Chair, the Communications Chair, the Staffing Committee Liaison, and the Chief Steward
- 6.1.3 Term- The term of office of all Officers shall commence on the fifteenth (15th) of May following the election and shall last for two years. Eligibility to serve as such shall be as prescribed in these Bylaws. -

6.1.4 Responsibilities-

6.1.4.1 CHAIRPERSON-

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

6.1.4.2 VICE-CHAIR-

- 6.1.4.2.1 Assist the Chairperson in the discharge of all duties;
- 6.1.4.2.2 Perform such other duties and render such assistance as may be directed by the Chairperson;
- 6.1.4.2.3 In case of the Chairperson's absence, the Vice-Chair shall perform the duties of the Chairperson; and
- 6.1.4.2.4 Should the Chairperson's position be vacated, the Vice Chair shall serve as the Chairperson until the next election;

6.1.4.3 SECRETARY-

- 6.1.4.3.1 Send out meeting notices as directed;
- 6.1.4.3.3 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;
- 6.1.4.3.4 Collect names of nominees for elected positions and construct a ballot for all the names submitted;
- 6.1.4.3.5 Confirm that the nominees are willing to serve;
- 6.1.4.3.6 Verify that amendments to bylaws are properly submitted;

- 6.1.4.3.7 Record, maintain and archive minutes for all Executive Committee meetings;
- 6.1.4.3.8 Sit on the Elections Committee; and

6.1.4.4 TREASURER-

- 6.1.4.4.1 Has financial responsibility over the financial affairs of the ARPN-ONA;
- 6.1.4.4.2 Make at least a quarterly report to the Executive Committee that includes the assets and liabilities of the ARPN-ONA; and
- 6.1.4.4.3 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.

6.1.4.5 COMMUNICATIONS CHAIR-

- 6.1.4.5.1 Provide information to the general public as directed by the Executive Committee;
- 6.1.4.5.2 Conduct correspondence as directed by the Executive Committee;
- 6.1.4.5.3 Establish standards and manage those standards for all ONA Bulletin Boards throughout PPMC;
- 6.1.4.5.4 Facilitate and coordinate the development, production, and distribution of the PPMC ONA Newsletters;
- 6.1.4.5.5 Coordinate with ONA Communications Department on all matters involving the media – including but not limited to radio, television, social media, and written media.

6.1.4.6 GRIEVANCE CHAIR-

- 6.1.4.6.1 Conduct and supervise the affairs of the Grievance Committee in accordance with these bylaws;
- 6.1.4.6.2 Oversee the processing and investigation of all grievance complaints filed by BU members;
- 6.1.4.6.3 Responsible for securing representation if requested, for the grievant; and
- 6.1.4.6.4 Member of Task Force

6.1.4.7 CHIEF STEWARD-

- 6.1.4.7.1 Work with other Executive Committee members to ensure each nursing unit has at least one unit steward which must be a member in good standing;

- 6.1.4.7.2 Facilitate/encourage stewards to receive training in the processing of grievance and representation of grievants;
- 6.1.4.7.3 Report to the Executive Committee and ONA in a timely fashion all new grievance complaints;
- 6.1.4.7.4 Maintain a group of activist members/stewards 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 activist in each unit of the hospital;
- 6.1.4.7.5 Facilitate activists to receive training in organizing.;
- 6.1.4.7.6 Schedule and chair regular meetings for Stewards;
- 6.1.4.7.7 Support Communications Chair to maintain up to date/timely standardized ONA Bulletin Boards

6.1.4.8 MEMBERSHIP/ORGANIZING CHAIR-

- 6.1.4.8.1 Conduct and supervise the affairs of the Membership Committee in accordance with these bylaws;
- 6.1.4.8.2 Coordinate with PPMC HR to ensure all new hires are scheduled to attend the PPMC ONA New Employee Orientation;
- 6.1.4.8.3 Ensure that all new hires are contacted in a timely fashion to discuss membership in the ARPN-ONA and the ONA;
- 6.1.4.8.4 Ensure new hires are provided with a copy of the of the collective bargaining agreement and these bylaws, and an ONA membership application;
- 6.1.4.8.5 Ensure new hires are introduced to the new hire's unit steward; and
- 6.1.4.8.6 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; f) non-members;
- 6.1.4.8.7 The Membership Chair will ensure the list is updated on an annual basis and prior to every vote of the bargaining unit;
- 6.1.4.8.8 Responsible for coordinating all NEO presentations and ensuring that there is coverage for the orientation meetings and works with ONA to maintain and provide material for the meetings; and
- 6.1.4.8.9 Coordinates with ONA Labor Representative to resolve delinquent membership.

6.1.4.9 PNCC CHAIR-

- 6.1.4.9.1 Conduct and supervise the affairs of the PNCC in accordance with these bylaws;
- 6.1.4.9.2 With the PNCC, make recommendations for educational and training programs compatible with identified hospital goals;
- 6.1.4.9.3 Encourage each nursing unit to have at least one member in good standing willing to participate on the PNCC Committee or as dictated by the collective bargaining agreement;
- 6.1.4.9.4 With the PNCC, and in conjunction with the Staffing Committee Co-Chair, process and analyze unsafe staffing reports. Take necessary steps to address those issues raised in unsafe staffing reports when necessary;
- 6.1.4.9.5 Make timely reports to the Executive Committee and ONA concerning unsafe staffing reports and educational and training programs;
- 6.1.4.9.6 With the PNCC, make recommendations to the facility of ways and means to improve patient care; and
- 6.1.4.9.7 With the PNCC, make reports to outside agencies with the approval of the Executive Committee and ONA.

6.1.4.10 STAFFING COMMITTEE LIASON-

- 6.1.4.10.1 Provide liaison between the Executive Committee and the Staffing Committee;
- 6.1.4.10.2 Provide consultation and guidance to the Executive Committee and the PNCC regarding staffing issues;
- 6.1.4.10.3 Ensure the collective bargaining agreement contains appropriate language regarding staffing;
- 6.1.4.10.4 Coordinate unsafe staffing assessments with the PNCC Chair;
- 6.1.4.10.5 Coordinate with the Communications Chair to conduct a yearly election of half the committee. Coordinate with the Executive Committee to fill off-cycle vacancies to the committee; and
- 6.1.4.10.6 In event that the cochair selected by the staffing committee is not able to serve on the Executive Committee, the Executive Committee will appoint a bargaining unit member to fill the role as liaison between the staffing committee Co-Chair and Executive Committee.

6.2 Negotiating Committee-

6.2.1 Composition - Seven members of the ARPN-ONA Executive Committee shall constitute the negotiating committee.

6.2.2 Duties-

6.2.2.1 Development and distribution of negotiations survey(s);

6.2.2.2 Research of negotiations related issues, including 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 Professional Nursing Care Committee-

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

6.3.2 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 Make recommendations to the facility of ways and means to improve patient care;

6.3.2.5 Make reports to outside agencies with the approval of the Executive Committee and ONA; and

6.3.2.6 Those duties specified with the collective bargaining agreement.

6.4 *Elections Committee-*

6.4.1 Composition- The Elections Committee will be composed of the Secretary of the Executive Committee and two (2) members in good standing who are not holding office appointed by the Executive Committee.

6.4.2 Duties-

6.4.2.1 Review all nominations to ensure the nominees are eligible and willing to serve;

6.4.2.2 Oversee the election of officers to ensure only members in good standing vote in an election; and

6.4.2.3 Count all ballots and report findings to Executive Committee and ONA.

Article 7- Contract Ratification

7.1 *Notification-* at least five (5) days prior to a ratification vote, the Communications Chair shall post in conspicuous places, mail and/or e-mail to the membership 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 ballots of the members in good standing as verified by the Secretary of the Executive Committee and 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 ARPN-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 three (3) days.

Article 8- Bylaws

8.1 *Timing-* These Bylaws may be amended each year in May.

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 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 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 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.