OREGON NURSES ASSOCIATION
PROVIDENCE SEASIDE HOSPITAL BYLAWS
(Approved by Bargaining Unit Vote 2/15/05)

Article 1 - Name and Purpose

1.1 Name - The name of this bargaining unit shall be the Collective Bargaining Unit of Seaside Providence Hospital of the Oregon Nurses Association, hereinafter referred to as PSHBU-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 PSHBU-ONA;
1.2.7 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;

1.3 Relationship to ONA -

1.3.1 PSHBU-ONA shall enter into other written agreements as deemed necessary by ONA.
1.3.2 PSHBU-ONA shall operate within the policies established by ONA’s Board of Directors, the ONA Cabinet on Economic and General Welfare, hereinafter EGW.

Article 2 - Membership

2.1 Membership Eligibility - Any individual covered under the collective bargaining agreement between the Oregon Nurses Association (hereinafter ONA) and Providence Seaside Hospital 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 PSHBU-ONA and ONA;
2.2.3 Abide by PSHBU-ONA and ONA Bylaws;
2.2.4 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), United Nurses Association and/or American Nurses Association (ANA); and
2.2.5 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 PSHBU-ONA meetings;
2.3.3 Nominate or vote for elected officers or committee chairs within PSHBU-ONA;
2.3.4 Vote on contract issues, proposals or ratification as proposed by the PSHBU-ONA negotiating committee;
2.3.5 Vote on changes to PSHBU-ONA Bylaws.
2.3.6 Receive regular PSHBU-ONA communications; and
2.3.7 Appointment and/or election to PSHBU-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 PSHBU-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 PSHBU-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.

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 PSHBU-ONA Dues Assessment & Special Assessment - the PSHBU-ONA may elect to increase the monthly dues by an amount which will be apportioned to the local treasury from the ONA. The PSHBU-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 Any levying of a PSHBU-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.

4.3 *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 PSHBU-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, 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.

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 on the third Thursday of March. The first elections will be held in 2005 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 PSHBU-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 Article 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 PSHBU-ONA with respect to the objectives outlined in the PSHBU-ONA and ONA Bylaws and in cooperation with ONA and ONA staff.

6.1.2 Scope- The PSHBU-ONA Executive Committee shall consist of a Chairperson, a Vice-Chair, a Secretary/Treasurer, the Member-at-Large, and the PNCC Chair.

6.1.3 Term- The term of office of all Officers shall commence on the fifteenth (15th) of April 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.

6.1.4 Responsibilities-

6.1.4.1 CHAIRPERSON

6.1.4.1.1 Conduct and supervise the affairs of PSHBU-ONA in accordance with these Bylaws;
6.1.4.1.2 Serve as an ex-officio member of all PSHBU-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 In conjunction with the Secretary/Treasurer, disburse or order the disbursement of all monies necessary to pay the bills, obligations and
indebtedness of PSHBU-ONA, which have been properly incurred as provided herein;

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/TREASURER

6.1.4.3.1 Send out meeting notices as directed;
6.1.4.3.2 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;
6.1.4.3.3 Collect names of nominees for elected positions and construct a ballot for all the names submitted;
6.1.4.3.4 Confirm that the nominees are willing to serve;
6.1.4.3.5 Verify that amendments to bylaws are properly submitted;
6.1.4.3.6 Sit on the Elections Committee; and
6.1.4.3.7 Conduct correspondence as directed by the Executive Committee.
6.1.4.3.8 Has financial responsibility over the financial affairs of the PSHBU-ONA; and
6.1.4.3.9 Keep itemized records, showing the source of all monies received and spent, and keep records, vouchers, work sheets, books and accounts and all resolutions to verify such report.

6.1.4.4 MEMBER-AT-LARGE

6.1.4.4.1 Conduct and supervise the affairs of the Membership Committee in accordance with these Bylaws;
6.1.4.4.2 Ensures that all new hires are contacted in a timely fashion to discuss membership in the PSHBU-ONA and the ONA, ensures new hires are provided with a copy of the collective bargaining agreement and these Bylaws, an ONA membership application and to ensure that the new hires are introduced to the new hires’ unit representative;
6.1.4.4.3 Strive to increase the membership of the bargaining unit;
6.1.4.4.4 Ensure that the activists receive training in organizing; and
6.1.4.4.5 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.

6.1.4.5 PNCC CHAIR-

6.1.4.5.1 Conduct and supervise the affairs of the PNCC in accordance with these Bylaws;
6.1.4.5.2 With the PNCC, make recommendations for educational and training programs compatible with identified hospital goals;
6.1.4.5.3 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;
6.1.4.5.4 With the PNCC, process and analyze unsafe staffing reports. Take necessary steps to address issues raised in unsafe staffing reports when necessary;
6.1.4.5.5 Make timely reports to the Executive Committee and ONA concerning unsafe staffing reports and educational and training programs;
6.1.4.5.6 With the PNCC, make recommendations to the facility of ways and means to improve patient care; and
6.1.4.5.7 With the PNCC, make reports to outside agencies with the approval of the Executive Committee and ONA.

6.2 Negotiating Committee

6.2.1 Composition- The seven members of the PSHBU-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 negotiation related issues, including at least one meeting with the bargaining unit to review outstanding contract issues.
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 three (3) 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 Secretary 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 ballot 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 PSHBU-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 March.

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 EGW 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 goodstanding 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.