Article 1 - Name and Purpose

1.1 **Name** - The name of this bargaining unit shall be the ONA Collective Bargaining Unit of Providence Willamette Falls Medical Center of the Oregon Nurses Association, hereinafter referred to as PWFMC-ONA.

1.2 **Purpose** - The bargaining unit 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 or mental disability, sex, gender identity, or sexual preference;

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 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 PWFMC-ONA;

G. To protect and preserve the ONA and PWFMC-ONA as an institution;

H. To carry out the objectives of the ONA;
J. 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 Bylaws;

K. To provide representation in the ONA House of Delegates per the assignment of PWFMC to the ONA Constituent Association; and

L. To promote relationships with nursing students.

1.3 Relationship to ONA

A. PWFMC-ONA is one of ONA's bargaining units where ONA is the exclusive representative for purposes of collective bargaining.

B. If applicable, the PWFMC-ONA shall enter into a written agreement with ONA for the collection and accounting of membership dues and for verification of the membership base.

C. The PWFMC-ONA shall enter into other written agreements as deemed necessary by ONA.

D. The PWFMC-ONA shall operate within the policies established by the ONA Board of Directors and the ONA Labor Cabinet.

Article 2 - Membership

2.1 Membership Eligibility - Any individual included in the ONA represented certified bargaining unit and/or covered under the collective bargaining agreement between the ONA and Providence Willamette Falls Medical Center is eligible to join and maintain membership subject to the requirements imposed by these Bylaws and the ONA Bylaws.

Article 3 - Discipline

3.1 Fair Treatment and Due Process - Each member of PWFMC-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 PWFMC-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

A. Filing a charge - A charge that a member is in bad standing shall be presented to the PWFMC-ONA Executive Committee in writing and signed by the charging party(s) with a copy mailed to ONA’s Labor Cabinet. The Executive Committee will then provide the charges to the accused. Only individuals in the PWFMC-ONA bargaining unit or ONA’s Labor Cabinet may file a charge for a violation of these bylaws.

B. Content of a charge - The charge must set forth the provisions of the ONA Bylaws and/or PWFMC-ONA 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.

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.

3.3 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 PWFMC-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 PWFMC-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.

C. Written Decision - A majority quorum vote of the PWFMC-ONA Executive Committee is needed to find the charged party guilty. The PWFMC-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.

D. Quorum - A quorum shall be a majority of at least one-half of the Executive Committee.

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

A. Timelines - the appeal must be submitted to the Labor Cabinet within thirty (30) days after receiving the PWFMC-ONA’s written decision.

B. 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 PWFMC-ONA Executive Committee’s decision and to afford the accused the opportunity to present an argument as to why PWFMC-ONA Executive Committee’s decision was wrong. A vote as to the merit of the discipline imposed by the ONA Executive Committee will be taken in accordance to the Labor Cabinet rules.

C. ONA Board of Directors - The decision of the Labor 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 ONA.
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 Directors’ decision will be final.

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

E. Reprimanded;
F. Censured;
G. Fined;
H. Removed from office;
I. Suspended from membership;
J. Permanently expelled from membership; or
K. 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 constitution, bylaws, policies and procedures.

4.2 PWFMC-ONA ONA Dues Special Assessment - PWFMC-ONA In addition to dues levied by ONA, the ONA Collective Bargaining Unit of Providence Willamette Falls Medical Center will levy additional dues of two (2) dollars per member per month. This money will be dedicated to meeting the needs of the bargaining unit, such as bargaining unit expenses, negotiation expenses, education and incentives, community donations, and any other costs in support of PWFMC-ONA bargaining unit activity.

4.3 The ONA Collective Bargaining Unit of Providence Willamette Falls Medical Center may also levy special assessments for such things such as pre-strike preparation or post-strike recuperation. The following procedures will be followed:
A. PWFMC-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.

B. The PWFMC-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.

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.

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

4.5 Failure to Pay - any member who is three months in arrears in the payment of dues, fines, assessments, or other charges, shall upon written notice stand suspended and shall not be entitled to any rights or privileges of membership in ONA Collective Bargaining Unit of Providence Willamette Falls Medical Center. 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, Delegates, and Committee Representatives

5.1 Nominations

A. 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.

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

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

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

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

F. 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.

G. 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

A. Elections for the Executive Committee will be held six months after the conclusion of negotiations.

B. 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.

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

E. 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.

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

5.3 Special Elections - If both the Chair 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

A. 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 PWFMC-ONA with respect to the objectives outlined in the PWFMC-ONA and ONA’s Bylaws and in cooperation with ONA and ONA staff.

B. Scope - The PWFMC-ONA Executive Committee shall consist of the Chair, Vice Chair, Secretary, Treasurer, Membership Chair, Grievance Chair, and PNCC Chair. The individual members of the Executive Committee are broadly referenced as Bargaining Unit Officers.

C. Failure to Have a Minimum – If the PWFMC-ONA is unable to maintain the minimum number of members of the Executive Committee, the vacant position(s) 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.
D. Term - The term of office for the members of the Executive Committee will commence one month following the election and last until the next election approximately 6 months after the ratification of the successor agreement with Willamette Falls Hospital. Eligibility to serve as such shall be as prescribed in these Bylaws. No member may hold more than one elected Executive Committee office.

E. Responsibilities

1. CHAIRPERSON (CHAIR)
   a. Conduct and supervise the affairs of the PWFMC-ONA bargaining unit in accordance with these Bylaws;
   b. Serve as an ex-officio member of all PWFMC-ONA committees;
   c. Appoint stewards and unit representatives with the approval of the Executive Committee when necessary to provide representation for a given unit;
   d. Coordinates with ONA staff representative to ensure bargaining unit nurses have representation for investigatory meetings with PWFMC management;
   e. Fill vacancies that occur on committees with the approval of the Executive Committee until the next regular election;
   f. In conjunction with the Treasurer, disburse or order the disbursement of all monies necessary to pay the bills, obligations, and indebtedness of PWFMC-ONA, which have been properly incurred as provided herein;
   g. In conjunction with the Grievance Chair, oversee individual and association grievances and representation;
   h. In conjunction with the Membership Chair, oversee onboarding new members and steward/unit representative recruitment, training, and roster.
   i. Oversee and manage all communications to bargaining unit members regarding ONA; and
   j. Enforce these Bylaws and ensure that all Executive Committee officers perform their respective duties.
2. VICE-CHAIR

   a. Assist the Chair in the discharge of all duties;
   b. Perform such other duties and render such assistance as may be directed by the Chair;
   c. In case of the Chair's absence, the Vice-Chair shall perform the duties of the Chair;
   d. Should the Chair's position be vacated, the Vice-Chair shall serve as the Chair until the next election; and
   e. Assist the Bargaining Unit Officers in all Executive Committee business as needed.

3. SECRETARY

   a. Record, maintain and archive minutes for all Executive Committee meetings;
   b. Chair the Elections Committee;
   c. Collect names of nominees for elected positions and construct a ballot for all the names submitted;
   d. Confirm that the nominees are willing to serve and when there is no Membership Chair, ensure the nominee is in good standing;
   e. Verify that amendments to bylaws are properly submitted;
   f. Assist the Chair with communication and correspondence to the PWFMC-ONA bargaining unit regarding ONA activities; and
   g. Assist the Bargaining Unit Officers in all Executive Committee business as needed.

4. TREASURER

   a. Has financial responsibility over the financial affairs of the PWFMC-ONA;
b. Make at least a quarterly report to the Executive Committee and Labor Cabinet that includes the assets and liabilities of the PWFMC-ONA;

c. 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 the Labor Cabinet by December 31\textsuperscript{st} of every year; and

d. Assist the Bargaining Unit Officers in all Executive Committee business as needed.

5. GRIEVANCE CHAIR-

a. Conduct and supervise the affairs of the Executive Committee with regard to grievances.

b. Oversee the processing of unit representatives in their investigation of all grievance complaints filed by BU members:
   i. Interpret any term or provision of the collective bargaining agreement;
   ii. Enforce the collective bargaining agreement with the filing of grievances;
   iii. Ensure members have representation in disciplinary meetings or during the grievance process when requested;
   iv. Investigate merit of the grievances and submit findings to Executive Committee and ONA;
   v. Ensure collective bargaining agreement is being consistently applied;

c. Report to the Executive Committee and ONA the status and resolution of all grievances; and

d. Coordinate with the Chair and Membership Chair to ensure each nursing unit at PWFMC has at least one-unit steward or unit representative which must be a member in good standing. Ensure stewards/unit representative receive
training in the processing of grievance and representation of grievants;

e. Coordinate these activities in cooperation with the ONA staff representative; and

f. Assist the Bargaining Unit Officers in all Executive Committee business as needed.

6. MEMBERSHIP CHAIR-

a. Oversee contact with all new hires in a timely manner to initiate membership in the PWFMC-ONA bargaining unit;
b. Provide new hires with a copy of the collective bargaining agreement, these Bylaws, and introduce new hires to their unit steward or bargaining officer;
c. Maintain membership records accurately to 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 cooperate with ONA staff to ensure that the list is updated on a regular basis and before any vote of the bargaining unit.
d. Coordinate with the Chair and Grievance Chair to ensure each nursing unit at PWFMC has at least one unit steward or unit representative which must be a member in good standing. Ensure stewards/unit representative receive training on bargaining unit activity and affairs;
e. Assist the Bargaining Unit Officers in all Executive Committee business as needed.
7. PNCC CHAIR-
   a. Conduct and supervise the affairs of the PNCC in accordance with these Bylaws;
   b. With the PNCC, make recommendations for improving patient care and nursing practice at PWFMC;
   c. Ensure each nursing unit has at least one member to participate on the PNCC Committee as dictated by the collective bargaining agreement;
   d. With the PNCC, make recommendations to PWFMC administration of ways and means to improve patient care and nursing practice; and
   e. Assist the Bargaining Unit Officers in all Executive Committee business as needed.

6.2 Negotiation Committee

A. Composition - The members of the PWFMC-ONA Executive Committee shall constitute the negotiation committee.

B. Duties

1. Development and distribution of negotiations survey(s);
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;
3. Formulation of contract proposals;
4. Assist in the negotiations of a successor collective bargaining agreement;
5. Make recommendations to the bargaining unit whether to ratify a contract; and
6. Sign the ratified contract.
7. If the members of the Executive Committee do not constitute a broad representation of nursing units from around the Hospital, the Committee may call for an election in units that are not represented and augment the membership of the negotiations team.

6.3 *Professional Nursing Care Committee*

A. Composition - The PNCC will be composed representative from each nursing unit according to the PWFMC-ONA collective bargaining agreement in the hospital who shall also serve as unit representatives or as otherwise specified by the collective bargaining agreement.

B. Duties - Those duties for the PNCC are specified with the collective bargaining agreement.

6.4 *Election Committee*

A. Composition - The Election 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.

B. Duties
   1. Review all nominations to ensure the nominees are eligible and willing to serve;
   2. Oversee the election of officers to ensure only members in good standing vote in an election; and
   3. Coordinate with ONA staff to count all ballots and report findings to Executive Committee and ONA.

**Article 7- Stewards & Unit Representatives**

7.1 *Composition* – Each unit at PWFMC shall have one Steward and/or Unit Representative.
7.2 *Duties* – A Unit Steward and/or Representative serves to represent and/or identify unit-level concerns regarding compliance with the collective bargaining agreement. In doing so, stewards and/or unit representatives:

A. Report back to the Executive Committee any concerns regarding CBA compliance; and

B. Any issues concerning the integrity of the PWFMC-ONA collective bargaining agreement.

**Article 8 - Bylaws**

8.1 *Timing* - These Bylaws may be amended no more than 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 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.