

**OREGON NURSES ASSOCIATION  
ROGUE VALLEY MEDICAL CENTER  
BARGAINING UNIT BYLAWS  
AMENDED June 26, 2007  
Approved October 22, 2008**

**ARTICLE 1: Name, Purpose and Function:**

**1.1 Name:** The name of this organization shall be the Oregon Nurses Association of Rogue Valley Medical Center Bargaining Unit. Hereafter referred to as ONA/RVMC B/U.

**1.2 Purpose:** The Bargaining Unit is formed for all legal purposes including:

- 1.2.1** To establish and promote high standards for nursing practice and serve the professional interests of the membership;
- 1.2.2** To ensure adherence to the American Nurses Association's (ANA) Code for Nurses, and the Oregon Nurses Association (ONA) Bylaws;
- 1.2.3** 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;
- 1.2.4** To promote and protect the economic and general welfare of all registered nurses. To secure and maintain improved wages, hours, working conditions, benefits, and other advantages through concerted economic, political, and other lawful methods;
- 1.2.5** To provide representation in the ONA House of Delegates (in conjunction with the local District Bylaws or other ONA Committees);
- 1.2.6** To promote relationships with Nursing Students;
- 1.2.7** To carry out the objectives of the ONA and ANA.

**1.3 Function:** The functions of the ONA/RVMC Bargaining Unit shall be:

- 1.3.1** Encourage the professional development of nurses and collective bargaining;
- 1.3.2** Represent nurses and serve as a spokesperson with allied professional, community and government groups;
- 1.3.3** To levy and receive dues, manage, invest, expend or otherwise use the funds and property of this organization to carry out duties and to achieve the objectives set forth in these Bylaws and/or ONA, ANA Bylaws and/or Constitution;
- 1.3.4** Assume an active role as a consumer advocate for health;
- 1.3.5** Maintain communication with nurses at ONA/RVMC BU through the newsletter, web site and in house boards;
- 1.3.6** To provide financial and moral assistance to other labor organizations or other bodies having purposes and objectives which enhance those of the ONA/RVMC BU;
- 1.3.7** To promote member participation with organizational activities.

**1.4 Relationship to ONA shall be:**

- 1.4.1** ONA/RVMC is one of ONA's bargaining units where ONA is the exclusive representative for purposes of collective bargaining.
- 1.4.2** ONA/RVMC may enter into other written agreements as advised by ONA; (i.e., SOLC, Jobs With Justice)
- 1.4.3** ONA/RVMC shall operate within the policies established by the ONA Board of Directors and the ONA Cabinet on Economic and General Welfare, hereinafter E&GW.

## **ARTICLE 2: MEMBERSHIP:**

- 2.1 Membership Eligibility:** Any individual covered under the collective bargaining agreement between the ONA and RVMC is eligible to join and maintain membership subject to the requirements imposed by these Bylaws and the ONA, and ANA 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 ONA, ANA, and ONA/RVMC BU;
  - 2.2.3** Abide by the ONA, ANA, and ONA/RVMC BU code of conduct, bylaws and/or constitutions;
  - 2.2.4** Not interfere with the elected officers of the ONA/RVMC BU 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 organization that compete with the collective bargaining interests of ONA, other constituent State Nursing Associations (SNAs) or ANA.
  - 2.2.6** Not cross a picket line at an ONA or SNA 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 the ONA or the Executive Committee:
- 2.3.1** All rights and benefits provided by ONA and ANA;
  - 2.3.2** Nominate and vote for elected officers within ONA/RVMC;
  - 2.3.3** Vote on contract ratification as proposed by the ONA/RVMC Negotiating Committee and special contract issues when presented by the Negotiating Committee;
  - 2.3.4** Vote on changes to ONA/RVMC Bylaws;
  - 2.3.5** Participate in contract bargaining surveys;
  - 2.3.6** Receive regular ONA/RVMC communications; and
  - 2.3.7** Appointment and/or election to ONA/RVMC office or committees after maintenance of membership for a minimum of six months
- 2.4 Non-Members:** Non-members include:
- 2.4.1** A nurse who makes no dues payments to ONA or is three months (90 days) 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 the ONA/RVMC BU who is alleged to be a member in bad standing shall have a right to fair treatment in the application of union rules and law in accordance with ONA/RVMC 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; Trial Procedure:** All such procedures shall follow the provisions of the ANA, ONA Constitutions, Codes of Conduct, ONA/RVMC and ONA's Bylaws and E&GW Policies.

- 3.3 Discipline:** Charges of misconduct occurring within the past 24 months will be submitted in writing to the ONA/RVMC EC by member(s) in good standing. A panel of three (3) B/U members in good standing with no vested interest will be appointed by the EC at the next regularly scheduled EC meeting. The hearing panel will hear the complaint and rebuttal by the accused member within thirty (30) days. The panel will submit its recommendations in writing on the merits of the situation on whether to forward the charges to the E&GW for potential discipline, as warranted within fourteen (14) days.

#### **ARTICLE 4- Dues**

- 4.1 ONA Membership Dues:** ONA membership dues will be established annually in accordance with ANA and ONA constitutions, bylaws, policies and procedures.
- 4.2 RVMC/ONA Dues Assessment and Special Assessment:** The RVMC/ONA may elect to increase the monthly dues by an amount which will be apportioned to the local treasury from the ONA. The ONA/RVMC may also levy a special assessment for such things as contract negotiations, pre-strike preparation or post strike recuperation. The following procedures will be followed:
- 4.2.1** The ONA/RVMC Executive Committee must receive E&GW 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 ONA/RVMC 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, at the discretion of the Executive Committee, may be done in person, by e-mail, fax, absentee ballot or at the membership 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 (90 days) in arrears in the payment of dues, fines, or other charges, shall upon written notice stand suspended and shall not be entitled to any rights or privileges of membership in ONA/RVMC. 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 this period of his/her suspension. Upon payment of 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 dues.

#### **ARTICLE 5- Acquisition, Maintenance, and Distribution of Bargaining Unit Funds:**

- 5.1 Purpose:** To fund projects that further the goals of the General Membership.
- 5.2 Content:** This fund shall consist of monies raised by local fund raising activities and those funds reimbursed by ONA via designated members' payroll deductions.
- 5.3 Allocation:** Such funds shall be allocated as determined by a majority vote of the EC with input from the members in good standing when appropriate.

- 5.4 Audit:** Such funds shall be subject to internal auditing procedures annually with quarterly reports to ONA.
- 5.5 Executive Committee Stipend:** EC members who in addition to actively carrying out their specific duties attend 80% of regularly scheduled EC meetings (unless excused) shall receive a stipend of \$200.00 annually. This stipend will be paid the first meeting date in December of the year following the election and upon completion of their specific term. The EC may vote to delay or change the stipend to a different month. The stipend may be suspended for any given year, by majority vote of the EC (depending on the fund balance and other fundable projects or commitments).
- 5.6 Negotiating Team Stipend:** A stipend shall be paid to each Negotiating Team Member from B/U funds available in an amount determined by a majority vote of the Executive Committee.
- 5.7 Negotiating Expense Dedicated Dues Assessment:** A dedicated fund for negotiator stipends, negotiation expenses and reimbursements shall be established and held in trust and distributed by ONA headquarters.

**ARTICLE 6- Nominations and Elections of Officers, Delegates and Negotiating Committee Representatives:**

**6.1 Nominations:**

- 6.1.1** At least thirty (30) days prior to an election, members in good standing will submit in writing names of candidates for the elective officers and delegates to the Secretary of the Executive Committee.
- 6.1.2** The verification that all nominees are members in good standing will be done by one EC member and one B/U member, neither of which is running for office in the current election.
- 6.1.3** The Secretary of the Executive Committee will confirm that the nominees have consented to serve.
- 6.1.4** The Secretary of the Executive Committee will construct a ballot relecting the nominees who are in good standing and otherwise meet all established qualifications.
- 6.1.5** If a vacancy occurs on the EC, another EC member may hold that position temporarily while the position is being filled. That individual will have only one (1) vote in the EC.
- 6.1.6** The Secretary of the Executive Committee will post in a conspicuous location and our local B/U website a list of all candidates at least fourteen (14) calendar days in advance of the elections.
- 6.1.7** 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.

**6.2 Elections:**

- 6.2.1** Elections for the Executive Committee will be held in October, on a date to be determined. All other elections will be held as directed by the Executive Committee or the ONA.
- 6.2.2** Voting shall be by secret ballot of the members in good standing. The vote, at the discretion of the EC may be done in person, by mail, by e-mail or absentee ballot so long as the safeguards to maintain Secrecy is ensured.
- 6.2.3** A cumulative majority vote by secret ballot shall decide the issue.

- 6.2.4** 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 more than seven (7) days.
- 6.2.5** A tie in an election of a member of the Executive Committee will be decided by a run off election within 14 calendar days of the original election.
- 6.3** **Special Elections:** If both the Chairperson and Vice-Chairperson positions are vacated, the Executive Committee may appoint or call for a special election to elect individuals who will finish out the terms. Nominations will be taken pursuant to Article 6.1 and elections will be held pursuant to Article 6.2.

## **ARTICLE 7- Committees:**

- 7.1** **Introduction:** The standing committees recognized by these Bylaws are as follows: Executive Committee (EC); task Force; Professional Nursing Care Committee (PNCC); Negotiating Committee; Membership; Grievance; Elections (Nominating); and Bylaws Committee. If there are no members serving on these committees, it is the responsibility of the EC, to the best of its ability, to ensure the duties of the defunct committee(s) are fulfilled.
- 7.2** **Executive Committee:**
- 7.2.1** **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 ONA/RVMC with respect to the objectives outlined in the ONA/RVMC and ONA Bylaws in cooperation with the ONA and ONA staff. Meetings shall be held monthly at such time and place determined by the EC. All EC meetings shall be open to any B/U member but, only EC members may vote on issues presented to the EC. The EC, by majority vote may call a special session which shall be open to EC members only to discuss sensitive issues. Minutes shall be kept of these sessions but may be excluded from the general B/U minutes at the discretion of the EC and kept in possession of the EC Secretary.
- 7.2.2** **Scope:** There shall be a minimum of four officers on the ONA/RVMC Executive Committee: Chairperson, secretary, treasurer, grievance chairperson, but may include a Vice-chair, membership chair, PNCC chair, two communications chairs (newsletters and webmaster), fund raising chair, and unit rep chair. The EC may appoint or cause to be elected additional officers for grievance, membership and unit rep chair, communications and fund raising in order to fulfill the demands of those respective offices. A quorum shall be a majority of at least half of the EC. If the EC is unable to maintain the minimum number of members, the EC will be placed in trusteeship and the existing members will be required to work with the ONA staff to ensure compliance with these bylaws.
- 7.2.3** **Term of Office:** the term of office for all Officers will commence on the EC meeting date in November following the October election and shall last for two (2) years or until a successor is elected. Eligibility to serve as such shall be prescribed in these Bylaws.
- 7.2.3.1** Chair, Secretary, Treasurer, one Communication Co-Chair, and Membership Chairs are elected in October of **even** years;
- 7.2.3.2** Vice-Chair, Grievance, Unit Rep, Fund Raising Chair and one Communication Co-Chair are elected in October of **odd** years;

- 7.2.3.3 PNCC Chair is elected by the elected PNCC members in November of **odd** years;
- 7.2.3.4 The EC, by majority vote, may elect a B/U member in good standing to fill a vacated position or unfilled EC position for the duration of that term.

**7.2.4 Responsibilities:**

**7.2.4.1 Chairperson:**

- 7.2.4.1.1 Conduct and supervise the affairs of the ONA/RVMC in accordance with these Bylaws;
- 7.2.4.1.2 Serve as an ex-officio member of all ONA/RVMC committees;
- 7.2.4.1.3 Appoint special committees and their members with the approval of the EC;
- 7.2.4.1.4 Fill vacancies that occur on committees with the approval of the EC until the next regular election;
- 7.2.4.1.5 In conjunction with the Treasurer, disburse or order the disbursement of all monies necessary to pay the bills, obligations and indebtedness of RVMC/ONA, which have been properly incurred as provided herein;
- 7.2.4.1.6 Enforce these Bylaws and see that all officers perform their respective duties;
- 7.2.4.1.7 Serve as a representative on the ONA Task Force Committee;
- 7.2.4.1.8 Serve as a member of the Negotiating Committee;
- 7.2.4.1.9 In conjunction with the Secretary and Membership Chair, confirm that nominees are members in good standing and are willing to serve;
- 7.2.4.1.10 Provide information to the general public as directed by the Executive Committee.

**7.2.4.2 Vice-Chair:**

- 7.2.4.2.1 Assist the Chairperson in the discharge of all duties;
- 7.2.4.2.2 Perform such other duties and render such assistance as may be directed by the Chairperson;
- 7.2.4.2.3 In case of the Chairperson's absence, the Vice-Chair shall perform the duties of the Chairperson;
- 7.2.4.2.4 Serve as representative on the ONA Task Force; and
- 7.2.4.2.5 Should the Chairperson's position be vacated, the Vice-Chair shall serve as the Chairperson until the next election.

**7.2.4.3 Secretary:**

- 7.2.4.3.1 Send out meeting notices as directed;
- 7.2.4.3.2 Collect names of nominees for elected positions and construct a ballot for the names submitted and post the ballot in accordance with Article 5.1.6;
- 7.2.4.3.3 Confirm that the nominees are willing to serve and when there is no Membership Chair, ensure the nominee is in good standing;
- 7.2.4.3.4 Verify that amendments to the Bylaws are properly submitted;
- 7.2.4.3.5 Record, maintain and archive minutes for all Executive Committee Meetings;
- 7.2.4.3.6 Sit on the Elections Committee, if not currently running for office;

- 7.2.4.3.7 Conduct correspondence as directed by the Executive Committee.
- 7.2.4.4 **Treasurer:**
  - 7.2.4.4.1 Has responsibility for the financial affairs of the RVMC/ONA;
  - 7.2.4.4.2 Make at least a monthly report to the Executive Committee and a quarterly report to the E&GW that includes the assets and liabilities of the RVMC/ONA;
  - 7.2.4.4.3 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 and provide a copy of this information to the E&GW by December 31 of every year. Make books and accounts available for inspection at each regular EC meeting; and
  - 7.2.4.4.4 Call for an annual audit of all financial records.
- 7.2.4.5 **Grievance Co-Chairs:** Will coordinate the following activities in cooperation with the ONA staff representative:
  - 7.2.4.5.1 Conduct and supervise the affairs of the Grievance Committee in accordance with these Bylaws;
  - 7.2.4.5.2 Oversees the processing and investigation of all grievance complaints filed by B/U members;
  - 7.2.4.5.3 Responsible for securing representation, if requested, for the grievant;
  - 7.2.4.5.4 Report to ONA in a timely fashion all grievance complaints and keep the EC apprised while maintaining member anonymity.
- 7.2.4.6 **Membership Chair:**
  - 7.2.4.6.1 Ensures that all new hires are contacted in a timely fashion to discuss the membership in the RVMC/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 hire's unit steward;
  - 7.2.4.6.2 Ensures 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 that are potential members; and f) non-members. The Membership Chair will ensure that the list is updated on a quarterly basis and before every vote of the B/U.
- 7.2.4.7 **PNCC Chair:**
  - 7.2.4.7.1 PNCC Chair must be a B/U nurse with no secondary job code who is a member in good standing;
  - 7.2.4.7.2 Conduct and supervise the affairs of the PNCC in accordance with these Bylaws and as directed by the collective bargaining agreement (contract);
  - 7.2.4.7.3 With the PNCC, make recommendations for educational and training programs compatible with identified hospital goals;

- 7.2.4.7.4 Encourage each nursing unit to have at least one member in good standing willing to participate on the PNCC or be involved in PNCC activities;
- 7.2.4.7.5 Receive the analysis of SDRF Reports from the RVMC/ONA Task Force. Take the necessary steps to address issues raised in the SDRF reports when necessary;
- 7.2.4.7.6 Make timely reports to the Executive Committee on PNCC activities;
- 7.2.4.7.7 With the PNCC, make recommendations to the facility of ways and means to improve patient care; and
- 7.2.4.7.8 With the PNCC, make reports to outside agencies with the approval of the Executive Committee and the ONA.

**7.2.4.8 Unit Rep Chair:**

- 7.2.4.8.1 Provides direction and assistance to individual Unit Representatives/Stewards;
- 7.2.4.8.2 Trains or causes to be trained new reps/stewards and provides such information to the EC;
- 7.2.4.8.3 Maintains or causes to be maintained all individual unit bulletin boards;
- 7.2.4.8.4 Maintains and provides to the EC an accurate record of all unit reps/stewards;
- 7.2.4.8.5 Will schedule at least one general public meeting per year of all Unit Reps/Stewards; and
- 7.2.4.8.6 May act as Contract/Campaign Action Team (CAT Team) Leader.

**7.2.4.9 Communications Co-Chairs:**

- 7.2.4.9.1 May consist of one website and one newsletter Chairperson;
- 7.2.4.9.2 Both will be responsible for providing information to B/U members regarding meetings, events and activities;
- 7.2.4.9.3 Provide information to the general public as directed by the EC;
- 7.2.4.9.4 Special Responsibilities:
  - 1) Website Chairperson maintains and updates the Website as directed by the EC.
  - 2) Newsletter Chairperson publishes a minimum of four Newsletters per year as directed by the EC.

**7.2.4.10 Fund Raiser Chair/Co-Chairs:**

- 7.2.4.10.1 Provides direction and a plan of action complete with budget for B/U Fund Raising and public relations activities.

**7.3 Standing Committees:**

**7.3.1 Negotiating Committee:**

- 7.3.1.1 **Composition:** Will consist of six or more elected ONA members in good standing and the B/U Chairperson. Other B/U members may assist as necessary in proposal preparation;
- 7.3.1.2 **Election:** Members (6.3.1.1) shall be elected by secret ballot prior to negotiation of a successor collective bargaining agreement pursuant to Article 5.2;



- 7.3.1.3 **Term of Office:** Will continue until the election of a new negotiating team is completed;
- 7.3.1.4 **Duties:** To solicit proposal suggestions from the B/U members; research negotiations related issues; develop proposals; assist in negotiations; make recommendations to the B/U whether or not to ratify the contract, oversee the election and sign the contract. To represent the B/U until a successor team is elected.
- 7.3.2 **Grievance Committee:**
  - 7.3.2.1 **Composition:** The ONA/RVMC Executive Committee may form a Grievance Committee composed of the Grievance Chair/Co-Chair and as many Unit Reps/Stewards as determined by the EC.
  - 7.3.2.2 **Duties:**
    - 7.3.2.2.1 Assist with the Enforcement of the collective bargaining agreement with the filing of grievances;
    - 7.3.2.2.2 Ensure the members have representation in disciplinary meetings or during the grievance process when requested;
    - 7.3.2.2.3 Investigate merit of the grievance and submit findings to the EC and ONA;
    - 7.3.2.2.4 Ensure collective bargaining is being consistently applied;
    - 7.3.2.2.5 Report to the EC and ONA the status and resolution of all grievances; and
    - 7.3.2.2.6 Ensure all work rules are consistent with the terms of the collective bargaining agreement. Alert the EC and ONA if rule is inconsistent or is a mandatory subject of bargaining.
- 7.3.3 **Membership Committee:**
  - 7.3.3.1 **Composition:** The ONA/RVMC Executive Committee may form a Membership Committee composed of the Membership Chair and Unit activists identified and appointed by the EC.
  - 7.3.3.2 **Duties:**
    - 7.3.3.2.1 Contact all new hires in a timely fashion to discuss membership in RVMC/ONA and the ONA,
    - 7.3.3.2.2 Provide new hires with a copy of the collective bargaining agreement (contract) and these Bylaws;
    - 7.3.3.2.3 Introduce the new hire to the new hire's unit rep/steward;
    - 7.3.3.2.4 Strive to increase the membership of the B/U;
    - 7.3.3.2.5 Process all new membership applications in a timely fashion;
    - 7.3.3.2.6 Perform duties at the request of the EC or ONA; and
    - 7.3.3.2.7 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.
- 7.3.4 **Professional Nursing Care Committee:**

**7.3.4.1 Composition:** The PNCC will be composed of the PNCC Chair and at least five (5) members in good standing, elected by the B/U membership per the collective bargaining agreement, Article 15.1

**7.3.4.2 Duties:**

**7.3.4.2.1** Make recommendations for educational and training programs compatible with identified hospital goals;

**7.3.4.2.2** Receive unsafe staffing reports from the Task Force. Take steps to address issues raised in unsafe staffing reports when necessary;

**7.3.4.2.3** Make timely reports to the EC and ONA concerning unsafe staffing reports and educational and training programs;

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

**7.3.4.2.5** Make reports to outside agencies with the approval of the EC and ONA; and

**7.3.4.2.6** Those duties as specified within the collective bargaining agreement.

**7.3.5 Elections/Nominating Committee:**

**7.3.5.1 Composition:** The RVMC/ONA EC may appoint an Elections/Nominating Committee of at least two members in good standing who are not running for office and the EC Secretary;

**7.3.5.2 Duties:**

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

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

**7.3.5.2.3** Count all ballots and report findings to the EC and ONA.

**7.3.6 Task Force:**

**7.3.6.1 Composition:** The Task Force is composed of the B/U Chair, Vice-Chair, and two members in good standing appointed by the EC for a term of two years or until a successor is appointed.

**7.3.6.2 Duties:** Examine nursing practice and staffing issues as outlined in the collective bargaining agreement, Article 15.2.

**ARTICLE 8- Contract Ratification and Other Votes:**

**8.1 Notification:** At least five (5) days prior to a contract ratification or other vote, the EC Secretary shall post in conspicuous places, including the ONA/RVMC website 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. A copy of the proposed agreement will be available at the aforementioned voter meeting.

**8.2 Secret Ballot:** Voting shall be by secret ballot of the members in good standing as verified by the EC Secretary and/or the Membership Chairperson.

**8.3 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.

- 8.4 Vote by mail, E-mail, Fax or Absentee:** Nothing contained herein shall preclude the ONA/RVMC EC in conjunction with the Negotiating Committee in the exercise of its direction, from directing that the election be conducted by mail ballot, e-mail, fax or absentee after appropriate notice and with safeguards for preserving the secrecy of the ballot.
- 8.5 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 longer than seven (7) days for resolution of eligibility questions.
- 8.6 Strike Vote:** In cases where the B/U is voting on whether to strike and in other situations identified by the EC, the entire B/U will have the right to vote on the issue of whether to strike, with non-members casting advisory votes.

#### **ARTICLE 9- Bylaws:**

- 9.1 Timing:** These Bylaws may be amended at any General B/U Meeting or at the time of an ONA/RVMC Election.
- 9.2 Initiation of amendments:** Any member in good standing or the EC may submit in writing to the Secretary of the EC a proposed amendment to these Bylaws that includes a concise statement as to the reason for the proposed change.
- 9.3 Impact on current officers:** Under no circumstances may these bylaws be amended to modify the powers and duties of incumbent officers. Such amendments may be made effective only as of the beginning of the next term of office.
- 9.4 Notification:** At least fourteen (14) days prior to a vote on the proposed amendment to these Bylaws, the Secretary shall post in conspicuous places and mail to the membership the proposed change.
- 9.5 Vote:** A majority vote of the members in good standing present at the meeting shall be required for passage of the proposed amendment.
- 9.6 Subject to approval:** Amendments to these Bylaws are subject to approval of the ONA's E&GW Cabinet and shall not be effective until such approval has been given.
- 9.7 Vote by mail, E-mail, Fax or absentee:** Nothing contained in these Bylaws shall preclude the EC in the exercise of its discretion, from directing a membership vote be conducted per Article 5.2.

#### **ARTICLE 10- Savings Clause:**

- 10.1** If any provisions 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 EC or ONA shall have the authority to suspend 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.
- 10.2** If any section or subsection of these Bylaws should be held invalid by operation of 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 invalid, shall not be affected thereby.