Article 1- Name and Purpose

1. Name- The name of this bargaining unit shall be the Association of Professional Registered Nurses Providence St. Vincent Medical Center Bargaining Unit of the Oregon Nurses Association, hereinafter referred to as APRN-PSVMC-ONA.

2. Purpose- The bargaining unit is formed for all legal purposes including:

   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;
   2.2. To secure and maintain improved wages, hours, working conditions, benefits and other advantages through concerted, economic, political, and other lawful methods;
   2.3. To work for adherence to the American Nurses Association’s (ANA) Code for Nurses and the Oregon Nurses Association (ONA) Bylaws;
   2.4. To establish and promote high standards of practice for healthcare workers;
   2.5. To engage in organizing workers to provide the benefit of unionism to all workers;
   2.6. To provide financial and moral assistance to other labor organizations or other bodies having purposes and objectives in whole or in part similar or related to those of the APRN-PSVMC-ONA;
   2.7. To protect and preserve the ONA and APRN-PSVMC-ONA as an institution;
   2.8. To carry out the objectives of the ONA;
   2.9. To levy and receive dues, manage, invest, expend or otherwise use the funds and property of this organization to carry out the duties and to achieve the objectives set forth in these Bylaws and/or ONA Bylaws;
   2.10. To provide representation in the ONA House of Delegates in conjunction with the local District(s) Bylaws; and
   2.11. To promote relationships with nursing students.
   2.12. To promote unity and communication among unit members;
   2.13. To promote better relations between administration and nurses;
   2.14. To promote accepted standards of nursing practice, nursing education, and nursing services;
   2.15. To represent APRN-PSVMC-ONA and serve as their spokesperson with allied professional, community, and governmental groups and with the public;
   2.16. To promote the highest possible standards of patient care.

3. Relationship to ONA
3.1. APRN-PSVMC-ONA is one of ONA’s bargaining units where ONA is the exclusive representative for purposes of collective bargaining.

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

3.3. APRN-PSVMC-ONA shall enter into other written agreements as deemed necessary by ONA.

3.4. APRN-PSVMC-ONA shall operate within the policies established by ONA’s Board of Directors and the ONA Cabinet on Economic and General Welfare, hereinafter EGW.

### Membership

1. **Membership Eligibility** - Any individual covered under the collective bargaining agreement between the ONA and Providence St. Vincent Medical Center is eligible to join and maintain membership subject to the requirements imposed by these Bylaws and the ONA Bylaws.

2. **Good Standing** - To be a member in good standing, the individual must:
   
   2.1. Be a member of the ONA;
   2.2. Pay all dues and assessments in full as established by the ONA and APRN-PSVMC-ONA;
   2.3. Abide by ONA and APRN-PSVMC-ONA bylaws;
   2.4. Not interfere with the elected officers of the APRN-PSVMC-ONA in the performance of their duties;
   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 and affiliated State Nurses Associations (SNAs); and
   2.6. Not cross a picket line at an ONA or affiliated SNA represented facility, unless required by the collective bargaining agreement or pursuant to ONA’s emergency procedures.

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:
   
   3.1. All rights and benefits provided by ONA;
   3.2. Attend and participate APRN-PSVMC-ONA meetings;
   3.3. Nominate or vote for elected officers or committee chairs within APRN-PSVMC-ONA;
   3.4. Vote on contract issues, proposals or ratification as proposed by the APRN-PSVMC-ONA negotiating committee;
   3.5. Vote on changes to APRN-PSVMC-ONA Bylaws;
   3.6. Participate in contract bargaining surveys;
   3.7. Receive regular APRN-PSVMC-ONA communications; and
   3.8. Appointment and/or election to APRN-PSVMC-ONA committees.

4. **Non-Members** - non-members include:
4.1. A nurse who makes no dues payments to ONA or is three months or more in arrears;
4.2. A nurse who pays the fair-share amount in lieu of ONA’s dues; or
4.3. A nurse who is a bona-fide religious objector.

Arti  Discipline

1. *Fair Treatment and Due Process*- Each member of APRN-PSVMC-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 APRN-PSVMC-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.

2. *Charge of Misconduct-*

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

   2.2. Content of a charge- The charge must set forth the provisions of the ONA Bylaws and/or APRN-PSVMC-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.

   2.3. 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. *Trial Procedure-*

   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 accused may select only a member in good standing to represent her/him at a hearing.

   3.2. Executive Committee- The APRN-PSVMC-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 APRN-PSVMC-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 EGW Cabinet shall be the first body to serve as the trier of fact.
3.3. Written Decision- A majority quorum vote of the APRN-PSVMC-ONA Executive Committee is needed to find the charged party guilty. The APRN-PSVMC-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 EGW Cabinet.

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

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

4.1. Timelines - the appeal must be submitted to the EGW Cabinet within thirty (30) days after receiving the APRN-PSVMC-ONA’s written decision.

4.2. EGW Cabinet- the EGW Cabinet will hold a hearing during its regular meetings. The purpose of the hearing will be to review the evidence and the APRN-PSVMC-ONA Executive Committee’s decision and to afford the accused the opportunity to present an argument as to why APRN-PSVMC-ONA Executive Committee’s decision was wrong. A vote as to the merit of the discipline imposed by the APRN-PSVMC-ONA Executive Committee will be taken in accordance to the EGW Cabinet rules.

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

4.3.1. a violation of the Code for Nurses as established by ANA; or
4.3.2. other actions which are detrimental to the purposes, and functions of the ANA.

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

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

5.1. Reprimanded;
5.2. Censured;
5.3. Fined;
5.4. Removed from office;
5.5. Suspended from membership;
5.6. Permanently expelled from membership; or
5.7. In the case of non-payment of dues, terminated from employment in accordance to the collective bargaining agreement.

4. Dues

1. ONA Membership Dues- ONA membership dues will be established annually in accordance with ONA’s constitution, bylaws, policies and procedures.
2. **APRN-PSVMC-ONA Dues Assessment & Special Assessment** - the APRN-PSVMC-ONA may elect to increase the monthly dues by an amount which will be apportioned to the local treasury from the ONA. The APRN-PSVMC-ONA may also levy special assessments for such things such as pre-strike preparation or post-strike recuperation. The following procedures will be followed:

   2.1. The APRN-PSVMC-ONA Executive Committee must receive the EGW 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.

   2.2. The APRN-PSVMC-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.

   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.

   2.4. The vote can be done by mail, e-mail, absentee ballot or at a membership meeting so long as safeguards for preserving the secrecy of the balloting are ensured.

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

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 APRN-PSVMC-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.

2. **Nominations and Elections of Officers and Committee Representatives**

   2.1. **Nominations** -

   2.1.1. At least thirty (30) days prior to an election, members in good standing will submit in writing names of candidates for elective officers and committee representatives to the Secretary of the Executive Committee.

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

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

   2.1.4. The Secretary of the Executive Committee will construct a ballot reflecting the nominees who are in good standing and otherwise meet all established qualifications.

   2.1.5. Members are eligible to serve in only one Executive Committee office.
2.1.6. 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.

2.1.7. 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.

2.2. Elections-

2.2.1. Elections for the Executive Committee will be held on the 2nd Wednesday of May. The elections will be held in 2010 and every year following the settlement of the Collective Bargaining Agreement between ONA and PSVMC. All other elections will be held as directed by the Executive Committee or ONA.

Proviso: upon adoption of these bylaws elections for the Executive Committee will be held in a timely fashion, thereafter these bylaws will control the timing of elections of the Executive Committee beginning in 2010.

2.2.2. 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.

2.2.3. 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.

2.2.4. Nothing contained herein shall preclude the APRN-PSVMC-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.

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

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

2.3. Special Elections- If both the President 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.

3. Committees

3.1. Introduction- The elected Executive Committee of APRN-PSVMC-ONA shall have the right to fill all vacant officer positions between elections, as well as all other non-executive officer and committee member positions that they deem appropriate. Such appointments shall be by executive committee member consensus or majority vote.

3.2. Executive Committee-
3.2.1. 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 APRN-PSVMC-ONA with respect to the objectives outlined in the APRN-PSVMC-ONA and ONA's Bylaws and in cooperation with ONA and ONA staff.

3.2.2. Scope- Ideally, the APRN-PSVMC-ONA Executive Committee shall consist of a President, a Vice-President, a Secretary, a Treasurer and four Members-at-Large. At a minimum, the Executive Committee shall consist of a President, Vice-Chair and Secretary/Treasurer.

3.2.3. In addition to the above, the Executive Committee will include RNs from each specialty cluster within the bargaining unit, including Medical/Surgical, Critical Care, Maternal/Child, Surgical Services, Emergency Services, and Mental Health.

3.2.4. Failure to Have a Minimum- a bargaining unit that is unable to maintain the minimum number of members of the Executive Committee will be placed in trusteeship and the existing members of the Executive Committee, if any, will be required to work with ONA staff to ensure compliance with these Bylaws.

3.2.5. Term- The term of office of all Officers shall commence on the fifteenth (15th) of June following the election and shall last until the May following settlement and ratification of the collective bargaining agreement in its next negotiations. Eligibility to serve as such shall be as prescribed in these Bylaws. No member may hold more than one elected Executive Committee office.

3.2.6. Responsibilities

3.2.6.1. President-

3.2.6.1.1. Conduct and supervise the affairs of APRN-PSVMC-ONA in accordance with these Bylaws;

3.2.6.1.2. Serve as an ex-officio member of all APRN-PSVMC-ONA committees;

3.2.6.1.3. Appoint special committees and their members with the approval of the Executive Committee;

3.2.6.1.4. Fill vacancies that occur on committees with the approval of the executive committee until the next regular election;

3.2.6.1.5. In conjunction with the Treasurer, disburse or order the disbursement of all monies necessary to pay the bills, obligations and indebtedness of APRN-PSVMC-ONA, which have been properly incurred as provided herein;

3.2.6.1.6. Enforce these Bylaws and ensure that all officers perform their respective duties.

3.2.6.1.7. Prepare the agenda for Executive Committee meetings.

3.2.6.2. VICE-President-

3.2.6.2.1. Assist the President in the discharge of all duties;

3.2.6.2.2. Perform such other duties and render such assistance as may be directed by the President;
3.2.6.2.3. In case of the President’s absence, the Vice-Chair shall perform the duties of the President; and
3.2.6.2.4. Should the President's position be vacated, the Vice-President shall serve as the President until the next election.
3.2.6.2.5. Prepare the APRN newsletter.

3.2.6.3.SECRETARY-

3.2.6.3.1. Send out meeting notices as directed;
3.2.6.3.2. 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;
3.2.6.3.3. Collect names of nominees for elected positions and construct a ballot for all the names submitted;
3.2.6.3.4. Confirm that the nominees are willing to serve and when there is no Membership Chair, ensure the nominee is in good standing;
3.2.6.3.5. Verify that amendments to bylaws are properly submitted;
3.2.6.3.6. Record, maintain and archive minutes for all Executive Committee meetings;
3.2.6.3.7. Sit on the Elections Committee; and
3.2.6.3.8. Conduct correspondence as directed by the Executive Committee.

3.2.6.4.TREASURER-

3.2.6.4.1. Has financial responsibility over the financial affairs of the APRN-PSVMC-ONA;
3.2.6.4.2. Make at least a quarterly report to the Executive Committee and EGW that includes the assets and liabilities of the APRN-PSVMC-ONA; and
3.2.6.4.3. 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 EGW by December 31st of every year.

3.2.6.5.MEMBER-AT-LARGE

3.2.6.5.1. Report and be accountable to the Executive Committee.
3.2.6.5.2. Perform such duties and functions as are assigned by the President and Executive Committee.

3.3.Negotiating Committee-
3.3.1. Composition - The members of the APRN-PSVMC-ONA Executive Committee shall constitute the negotiating committee. The Executive Committee may appoint up to four (4) additional negotiating committee members, as needed. Negotiating committee member appointees must be members in good standing and abide by the rules of conduct as set forth in these bylaws. Appointments will be made for the duration of the specific negotiations only.

3.3.2. Duties -

3.3.2.1. Development and distribution of negotiations survey(s);
3.3.2.2. Research of negotiations related issues, with the goal of having at least one meeting with the bargaining unit to review outstanding contract issues. This meeting must take place prior to the Committee beginning to meet with the employer;
3.3.2.3. Formulation of contract proposals;
3.3.2.4. Assist in the negotiations of a successor collective bargaining agreement;
3.3.2.5. Make recommendations to the bargaining unit whether to ratify a contract; and
3.3.2.6. In addition to the above, a member of the Executive Committee will fall out of good standing when it can be established that they have worked against the consensus based decisions and action plans of the Executive Committee. Misconduct leading to this loss of Good Standing will include, but not be limited to, efforts to undermine a Tentative Agreement after participating in a collective decision of the Executive Committee to recommend such Tentative Agreement for ratification by the membership.
3.3.2.7. Sign the ratified contract.

3.3.3. 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.

3.4. Grievance Committee -

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

3.4.2. Duties -

3.4.2.1. Interpret any term or provision of the collective bargaining agreement;
3.4.2.2. Enforce the collective bargaining agreement with the filing of grievances;
3.4.2.3. Ensure members have representation in disciplinary meetings or during the grievance process when requested;
3.4.2.4. Investigate merit of the grievances and submit findings to Executive Committee and ONA;
3.4.2.5. Ensure collective bargaining agreement is being consistently applied;
3.4.2.6. Report to the Executive Committee and ONA the status and resolution of all grievances; and
3.4.2.7. Ensure all work rules are consistent with the terms of the collective bargaining agreement. Alert Executive Committee and ONA if rule is inconsistent or is a mandatory subject of bargaining.
3.4.2.8. The Grievance Chair shall coordinate the following activities in cooperation with the ONA staff representative and the Executive Committee:

3.4.2.8.1. Conduct and supervise the affairs of the Grievance Committee in accordance with these Bylaws;
3.4.2.8.2. Oversees the processing and investigation of all grievance complaints filed by BU members;
3.4.2.8.3. Responsible for securing representation, if requested, for the grievant;
3.4.2.8.4. Ensure each nursing unit has at least one unit steward which must be a member in good standing. Ensure those stewards receive training in the processing of grievance and representation of grievants; and
3.4.2.8.5. Report to the Executive Committee and ONA in a timely fashion all grievance complaints.

3.5. Membership Committee-

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

3.5.2.1. Contact all new hires in a timely fashion to discuss membership in the APRN-PSVMC-ONA and the ONA,
3.5.2.2. Provide new hires with a copy of the collective bargaining agreement and these Bylaws;
3.5.2.3. Introduce new hires to the new hire's unit steward;
3.5.2.4. Strive to increase the membership of the bargaining unit;
3.5.2.5. Process all new membership applications in a timely fashion;
3.5.2.6. Perform duties at the request of the Executive Committee or ONA.; and
3.5.2.7. 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. The Membership Chair shall coordinate the following activities in cooperation with the ONA staff representative and Executive Committee:

3.5.2.7.1. Conduct and supervise the affairs of the Membership Committee in accordance with these Bylaws;
3.5.2.7.2. Ensure that all new hires are contacted in a timely fashion to discuss membership in the APRN-PSVMC-ONA and the ONA, ensure new hires are provided with a copy of the collective bargaining agreement, these
Bylaws, a ONA membership application and to ensure that the new hires are introduced to the new hires’ unit steward;

3.5.2.7.3. Strive to increase the membership of the bargaining unit;

3.5.2.7.4. Maintain a group of activists who are members in good standing and who are willing to perform duties at the request of the Executive Committee or ONA. The goal should be to get at least one activist in each unit at the hospital;

3.5.2.7.5. Ensure that the activists receive training in organizing; and

3.5.2.7.6. 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 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.

3.6. House-Wide Staffing Committee

3.6.1. Composition- The HWSC will be composed of the HWSC Chair and all specialty/cluster representatives as specified by the elections for HWSC, which will be conducted simultaneously with the elections for the Executive Committee. The Executive Committee shall appoint HWSC members in the event of a mid-term vacancy, and the staff-side HWSC co-chair will be selected by majority vote of the combined Executive Committee and staff-side of the HWSC.

3.6.2. Duties-

3.6.2.1. Report Direct Care staffing issues to the Executive Committee and to Hospital Administration through HWSC, and advise Direct Care staff on staffing concerns and how unit staffing plans can be improved to address them;

3.6.2.2. Process and analyze unsafe staffing reports (SRDFs). Take necessary steps to address issues raised in unsafe staffing reports when necessary, and work to improve SRDF processes as necessary;

3.6.2.3. Make timely reports to the Executive Committee and ONA concerning unsafe staffing reports and educational and training programs;

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

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

3.6.2.6. Those duties specified with the collective bargaining agreement.

3.6.2.7. The Chair of the HWSC shall coordinate the following activities in cooperation with the ONA staff representative and Executive Committee:
3.6.2.7.1. Conduct and supervise the affairs of the HWSC in accordance with these Bylaws, and Oregon’s Nurse Staffing law;

3.6.2.7.2. With the HWSC, make recommendations for educational and training programs compatible with identified hospital goals;

3.6.2.7.3. Ensure each nursing specialty cluster has at least one member in good standing willing to participate on the HWSC or as dictated by the collective bargaining agreement;

3.6.2.7.4. With the HWSC, process and analyze unsafe staffing reports. Take necessary steps to address issues raised in unsafe staffing reports when necessary;

3.6.2.7.5. Make timely reports to the Executive Committee and ONA concerning unsafe staffing reports and educational and training programs;

3.6.2.7.6. With the HWSC, make recommendations to the facility of ways and means to improve patient care; and

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

3.7. Elections Committee-

3.7.1. 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.

3.7.2. Duties-

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

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

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

3.8. Clinical Ladder Committee

6.8.1 The Clinical Ladder Board is the Board contemplated under the Clinical Ladder Letter of Agreement and shall consist of up to sixteen RNs in 2015, eighteen in 2018, and 20 thereafter, who are ONA members.

6.8.2 The Board will have term limits of four years with no more than one-third of the members changing at any one time. No member may serve more than 1 term unless they follow the process in the clinical ladder charter, of providing notice to staff of a vacancy. Where multiple candidates exist in a division, will be put to a vote of the nurses in that division.

6.8.3 The Board will meet quarterly and their responsibilities will include, but not be limited to, reviewing CAL applicants’ portfolios, mentoring and coaching of staff about the CAL, coordinating the CAL Conference, and collaborating with the APRN during and between negotiations about the program.
6.8.4 The CAL review committee will select a chair person from its committee members. A chair person elect shall also be designated to serve concurrently.

3.9. Unit Stewards and Stewards’ Council. The Stewards Council will be composed of Stewards from the PSVMC nursing units. Participation from each of the units is encouraged.

3.9.1. Eligibility. In order to serve as a Unit Steward (in addition to those duties set forth in the Steward Pledge and Job Description, which are developed by the APRN and labor staff assigned to PSVMC and which may be modified from time to time by the APRN as needed), a Unit Steward must be an ONA member in good standing, sign and abide by the Steward Pledge, and be elected by the nurses in his/her unit.

3.9.2. Duration. Steward elections will be held every two years. The voting process is set forth in the Steward Job Description. Existing Stewards must be re-elected to continue serving. There are no term limits for Stewards.

3.9.3. Removal. Stewards alleged to be in bad standing (Art. 2, Sec. 2.2), or who do not abide by the Steward Pledge may be removed by a majority vote of the executive committee/APRN.

4. Contract Ratification and Other Votes

4.1. Notification - at least fourteen (14) days prior to contract ratification or other vote, the Secretary shall post in conspicuous places, mail and/or e-mail to the membership a summary of the issue to be voted on. For contract ratification votes, the Secretary will post a summary of the tentative agreement and the date, time and place of the vote. Upon request, the Secretary shall make available a copy of the tentative agreement.

4.2. Secret Ballot - Voting shall be by secret ballot of the members in good standing as verified by the Secretary of the Executive Committee and/or Membership President.

4.3. 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.

4.4. Vote By Mail, E-mail or Absentee - Nothing contained herein shall preclude the APRN-PSVMC-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.

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

4.6. Strike Vote - in cases where the bargaining unit is voting on whether to strike and in other situations identified by the Executive Committee, the entire bargaining unit will have the right to vote on the issue of whether to strike, including non-members.
5. **Bylaws**

5.1. **Timing** - These Bylaws may be amended each year in February or as recommended by the executive committee.

5.2. **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.

5.3. **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.

5.4. **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.

5.5. **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 (or publicize on an accessible web page) to the membership the proposed change.

5.6. **Vote** - A majority vote of the members in good standing present at the meeting shall be required for passage of the proposed amendment.

5.7. **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.

5.8. **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.

6. **Savings Clause**

6.1. 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.

6.2. If any provision of these Bylaws shall be declared invalid or inoperative by any competent authority of the executive, judicial, or administrative branch of federal or state government, the Executive Committee or ONA shall have the authority to suspend the operation of such provision during the period of its invalidity and to substitute in its place a provision which will meet the objections to its validity and which will be in accord with the intent and purpose of the invalid provision.
6.3. 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.