

OREGON NURSES ASSOCIATION AT GSRMC BYLAWS

January 1, 2010
October 26, 2015
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Oct. 18, 2024

Article 1- Name and Purpose

1.1 *Name*- The name of this bargaining unit shall be the Oregon Nurses Association at Good Samaritan Regional Medical Center, hereinafter referred to as ONA-GSRMC.

1.2 *Purpose*- The bargaining unit is formed for all legal purposes including:

- 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 secure and maintain improved wages, hours, working conditions, benefits and other advantages through concerted, economic, political, and other lawful methods;
- 1.2.3 To work for adherence to the American Nurses Association's (ANA) Code for Nurses, and the Oregon Nurses Association (ONA) Bylaws;
- 1.2.4 To establish and promote high standards of practice for healthcare workers;
- 1.2.5 To engage in organizing workers to provide the benefit of unionism to all workers;
- 1.2.6 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 ONA-GSRMC;
- 1.2.7 To protect and preserve the ONA and ONA-GSRMC as an institution;
- 1.2.8 To carry out the objectives of the ONA;
- 1.2.9 To levy and receive dues, manage, 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 and/or Constitution;
- 1.2.10 Select a delegation to the House of Delegates.
- 1.2.11 To promote relationships with nursing students.

1.3 Relationship to ONA

- 1.3.1 ONA-GSRMC is one of ONA's bargaining units where ONA is the exclusive representative for purposes of collective bargaining.
- 1.3.2 If applicable, the ONA-GSRMC shall enter into a written agreement with ONA for the collection and accounting of membership dues and for verification of the membership base.
- 1.3.3 ONA-GSRMC may enter into other written agreements as deemed necessary by ONA.

- 1.3.4 ONA-GSRMC shall operate within the policies established by ONA's Board of Directors and the ONA Labor Cabinet.

Article 2- Membership

- 2.1 *Membership-* Any individual covered under the collective bargaining agreement between the ONA and Good Samaritan Regional Medical Center is required to join and maintain membership subject to the requirements imposed by these Bylaws and the ONA Bylaws with the exclusion of fair share.
- 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 ONA and ONA-GSRMC;
 - 2.2.3 Abide by ONA, ANA, and ONA-GSRMC code of conduct, bylaws and/or constitutions;
 - 2.2.4 Not interfere with the elected officers of the ONA-GSRMC in the performance of their duties;
 - 2.2.5 Refrain from engaging in dual unionism which is defined as assistance to one or more labor organizations that compete with the collective bargaining interests of ONA, and/or other constituent State Nurses Associations (SNAs); and
 - 2.2.6 Not cross a strike picket line at ONA-represented, SNA-represented or other represented facilities, 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 not in good standing except within the discretion of ONA or the ONA-GSRMC Executive Committee:
- 2.3.1 All rights and benefits provided by ONA;
 - 2.3.2 Attend and participate ONA-GSRMC meetings;
 - 2.3.3 Nominate or vote for elected officers, delegates, committee members or committee chairs within ONA-GSRMC;
 - 2.3.4 Vote on contract issues, proposals or ratification as proposed by the ONA-GSRMC Negotiating Committee;
 - 2.3.5 Vote on changes to ONA-GSRMC Bylaws;
 - 2.3.6 Participate in contract bargaining surveys;
 - 2.3.7 Receive regular ONA-GSRMC communications; and
 - 2.3.8 Appointment and/or election to ONA-GSRMC committees.
- 2.4 *Non-Members-* non-members include:
- 2.4.1 A nurse who makes no dues payments to ONA or is three (3) 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 ONA-GSRMC who is alleged to not be a member in good standing shall have the right to fair treatment in the application of union rules and law in accordance with ONA-GSRMC and ONA's Bylaws. In applying the rules and procedures relating to union discipline, the essential requirements of due process (notice, hearing, and judgment based upon the evidence) shall be observed, without, however, requiring the technical formality followed in courts of law.

3.2 Charge of Misconduct-

- 3.2.1 Filing a charge- A charge that a member is not in good standing shall be presented to the ONA-GSRMC 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 ONA-GSRMC or ONA's Labor Cabinet may file a charge.
- 3.2.2 Content of a charge- The charge must set forth the provisions of ONA and/or ONA-GSRMC constitutions, code of conduct and/or constitution 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 they have knowledge, or in the exercise of due diligence should have had knowledge, as of the time of the filing of the charge.
- 3.2.3 Statute of limitations- Any charge based upon alleged misconduct which occurred more than three (3) years prior to the filing of such charge is barred and shall be rejected.

3.3 Trial Procedure-

- 3.3.1 Rights of the Accused- Charges against the accused must be supported by a preponderance of reliable evidence. The accused shall have the right to present their own evidence, rebut testimony against them, present witnesses favorable to them and cross-examine adverse witnesses. The accused may select only a member in good standing to represent them at a hearing.
- 3.3.2 Executive Committee- The ONA-GSRMC Executive Committee shall be the trier of fact and will convene a timely hearing to assess the merit of the charges. Those members of the ONA-GSRMC Executive Committee that have a conflict of interest must recuse themselves from the hearing. If the remaining Executive Committee members do not form a quorum then the Labor Cabinet shall be the first body to serve as the trier of fact.
- 3.3.3 Written Decision- A majority quorum vote of the ONA-GSRMC Executive Committee is needed to find the charged party guilty. The ONA-GSRMC Executive Committee shall issue a written decision that outlines the basis for its decision and provide the

decision to the charging party, the accused and to the Labor Cabinet.

- 3.3.4 Quorum- A quorum shall be a majority of at least one-half (1/2) of the Executive Committee.

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

- 3.4.1 Timelines - the appeal must be submitted to the Labor Cabinet within sixty (60) days after receiving the ONA-GSRMC's written decision.
- 3.4.2 Labor Cabinet- the Labor Cabinet will hold a hearing during its regular meetings. The purpose of the hearing will be to review the evidence and the ONA-GSRMC Executive Committee's decision and to afford the accused the opportunity to present an argument as to why ONA-GSRMC Executive Committee's decision was wrong. A vote as to the merit of the discipline imposed by the ONA-GSRMC Executive Committee will be taken in accordance with the Labor Cabinet rules.
- 3.4.3 ONA Board of Directors- The decision of the Labor Cabinet will be final and binding except in circumstances where the alleged violation concerns:
 - 3.4.3.1 a violation of the Code of Nurses as established by ANA;
 - or
 - 3.4.3.2 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 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 not be in good standing may be:

- 3.5.1 Reprimanded;
- 3.5.2 Censured;
- 3.5.3 Fined;
- 3.5.4 Removed from office;
- 3.5.5 Suspended from membership;
- 3.5.6 Permanently expelled from membership; or
- 3.5.7 In the case of non-payment of dues, terminated from employment in accordance to the collective bargaining agreement.

Article 4- Dues and Finances

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

4.2 *ONA-GSRMC Dues Assessment & Special Assessment*- the ONA-GSRMC may elect to increase the monthly dues by an amount which will be apportioned to the local treasury from the ONA. The ONA-GSRMC 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 The ONA-GSRMC 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.
- 4.2.2 The ONA-GSRMC 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 can be done by mail, e-mail or other secure electronic method, or at a membership meeting 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 via methods described in ONA's constitution, bylaws, policies and procedures.

4.4 *Failure to Pay*- any member who is three (3) 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-GSRMC. 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 their 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, Delegates and Negotiating Committee Representatives

5.1 Nominations-

- 5.1.1 At least fifteen (15) days prior to an election, members in good standing will submit in writing names of candidates for elective officers and delegates to a member of the Executive Committee.
- 5.1.2 The Chairperson of the Executive Committee or Membership Chairperson will verify that all nominees are in good standing.

- 5.1.3 The Chairperson or the Secretary of the Executive Committee will confirm that the nominees have consented to serve.
- 5.1.4 The Executive or Election 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 accept nomination for and serve in only one (1) 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 single qualified candidate will be awarded the position.

5.2 Elections-

- 5.2.1 Elections for the Executive Committee will be held during the second week of July. The first elections will be held in 2008 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 ballot of the members in good standing as verified by the Chairperson or the Secretary of the Executive Committee and the Elections Committee.
- 5.2.3 A cumulative majority vote by email or other secure electronic method, or secret ballot at a membership meeting by members in good standing shall decide the issue.
- 5.2.4 Nothing contained herein shall preclude the ONA-GSRMC Executive Committee in the exercise of its discretion, from directing that the election be conducted by mail ballot, 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 seven (7) days.
- 5.2.6 A tie in an election of a member of the Executive Committee will be decided by lot.

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.

5.4 The selection term of CA delegates is to be in accordance with the ONA Bylaws Article IV Section 3, Subsections C and D.

Article 6- Committees

6.1 *Introduction-* For bargaining units with more than 150 members, maintenance of each committee is required; although it is recognized that at times there may be no members interested in serving on a particular committee. Under such circumstances, it is the responsibility of the Executive Committee, to the best of its ability, to ensure the duties of the defunct committee(s) are fulfilled.

6.2 *Executive Committee-*

- 6.2.1 The Executive Committee shall be composed of elected members in good standing and act as a steering committee to conduct the day-to-day business of the ONA-GSRMC with respect to the objectives outlined in the ONA-GSRMC and ONA's Bylaws and in cooperation with ONA and ONA staff.
- 6.2.2 The ONA-GSRMC Executive Committee shall consist of a Chairperson, a Vice-Chair, a Secretary, a Treasurer, a Grievance Chair, a Membership Chair, and an Information Officer. The PNCC Chair and Staffing Committee Co-Chair shall be ex officio members of the Executive Committee.
- 6.2.3 Failure to Have a Minimum- a bargaining unit that is unable to maintain the minimum number of four (4) 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.
- 6.2.4 The term of office of all Officers shall commence on the 31st day of July 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. The PNCC Chair or Staffing Committee Co-Chair may hold an elected Executive Committee office in addition to their ex officio position but will have only one (1) vote on the Executive Committee.
- 6.2.5 Responsibilities-

6.2.5.1 CHAIRPERSON-

- 6.2.5.1.1 Conduct and supervise the affairs of ONA-GSRMC in accordance with these Bylaws;
- 6.2.5.1.2 Serve as an ex-officio member of all ONA-GSRMC committees except the Election Committee if seeking re-election;
- 6.2.5.1.3 Appoint special committees and their members with the approval of the Executive Committee;
- 6.2.5.1.4 Fill vacancies that occur on committees with the approval of the executive committee until the next regular election;
- 6.2.5.1.5 In conjunction with the Treasurer, disburse or order the disbursement of all monies necessary to pay the bills, obligations and indebtedness of ONA-GSRMC, which have been properly incurred as provided herein;
- 6.2.5.1.6 Enforce these Bylaws and ensure that all officers perform their respective duties.

- 6.2.5.1.7 Maintain active membership on the Negotiating Team, Labor Management Cooperative Committee (LMCC), and the External Communication Committee.
- 6.2.5.1.8 In conjunction with the Membership Chair, ensures that all new hires and transfers into the bargaining unit are contacted in a timely fashion to discuss membership in the ONA-GSRMC and ONA
- 6.2.5.1.9 Ensures new hires and transfers into the bargaining unit are provided with a copy of the collective bargaining agreement, these Bylaws, and an ONA membership application.

6.2.5.2 VICE-CHAIR-

- 6.2.5.2.1 Assist the Chairperson in the discharge of all duties;
- 6.2.5.2.2 Perform such other duties and render such assistance as may be directed by the Chairperson;
- 6.2.5.2.3 In case of the Chairperson's absence, the Vice-Chair shall perform the duties of the Chairperson; and
- 6.2.5.2.4 Should the Chairperson's position be vacated, the Vice-Chair shall serve as the Chairperson until the next election.
- 6.2.5.2.5 Maintain active membership on the Action Committee.

6.2.5.3 SECRETARY-

- 6.2.5.3.1 Send out meeting notices as directed;
- 6.2.5.3.2 Assist in collecting names of nominees for elected positions and constructing a ballot for all the names submitted;
- 6.2.5.3.3 Assist to confirm that the nominees are willing to serve and ensure the nominee is in good standing;
- 6.2.5.3.4 Verify that amendments to bylaws are properly submitted;
- 6.2.5.3.5 Record, maintain and archive minutes for all Executive Committee meeting.
- 6.2.5.3.6 Conduct correspondence as directed by the Executive Committee.
- 6.2.5.3.7 Co-chair the Internal Communication Committee.

6.2.5.4 TREASURER-

- 6.2.5.4.1 Has financial responsibility over the financial affairs of the ONA-GSRMC;
- 6.2.5.4.2 Make at least a quarterly report to the Executive Committee and Labor Cabinet that includes the assets and liabilities of the ONA-GSRMC; and
- 6.2.5.4.3 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 Labor Cabinet on a quarterly basis.

6.2.5.5 INFORMATION OFFICER-

- 6.2.5.5.1 Maintain and update the ONA-GSRMC web site: www.oregonrn.org/gsrcm
- 6.2.5.5.2 Assist in communicating ONA-GSRMC activities on the nursing units and act as a resource for communications with all active committees.
- 6.2.5.5.3 Co-chair the Internal Communication committee.

6.2.5.6 GRIEVANCE CHAIR- will oversee the Grievance representatives, will coordinate the following activities in cooperation with the ONA staff representative:

- 6.2.5.6.1 Oversees the processing and investigation of all grievance complaints filed by BU members;
- 6.2.5.6.2 Responsible for securing representation, if requested, for the grievant;
- 6.2.5.6.3 Report to ONA in a timely fashion all grievance complaints.

6.2.5.7 MEMBERSHIP CHAIR-

- 6.2.5.7.1 Ensures that all new hires and transfers into the bargaining unit are contacted in a timely fashion to discuss membership in ONA-GSRMC and ONA;
- 6.2.5.7.2 Ensures new hires and transfers into the bargaining unit are provided with a copy of the collective bargaining agreement, these Bylaws and an ONA membership application.

6.3 *Negotiating Committee-*

- 6.3.1 Composition- The Chairperson of ONA-GSRMC Executive Committee shall be a member of the Negotiating Committee. A maximum of six (6) additional members and two (2) alternates (all in good standing) may serve on the Negotiating Committee so

long as they are nominated and voted for pursuant to the procedures laid out in Article 5 above. Election of Negotiating Committee members will be held no later than six (6) months prior to contract expiration.

6.3.2 Duties-

- 6.3.2.1 Development and distribution of negotiations survey(s);
- 6.3.2.2 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;
- 6.3.2.3 Attend planning sessions and formulate contract proposals;
- 6.3.2.4 Attend negotiation sessions and assist in the negotiations of a successor collective bargaining agreement. Each member will have equal voice;
- 6.3.2.5 If unable to attend a negotiation session, will notify the Chairperson so an alternate may be notified.
- 6.3.2.6 Make recommendations to the bargaining unit whether to ratify a contract;
- 6.3.2.7 Review draft of new contract agreement for accuracy; and
- 6.3.2.8 Sign the ratified contract.

- 6.3.3 Election Year- if an election of officers is held while the collective bargaining agreement is being negotiated, the Chairperson of the old Executive Committee may continue to serve on the Negotiating Committee until after the ratification of the successor agreement.

6.4 *Grievance Committee-*

- 6.4.1 Composition- The Grievance Committee will be composed of the Grievance Chair and at least two (2) unit representatives as determined by the Executive Committee.

6.4.2 Duties-

- 6.4.2.1 Interpret any term or provision of the collective bargaining agreement;
- 6.4.2.2 Enforce/clarify the collective bargaining agreement with the filing of grievances;
- 6.4.2.3 Ensure members have representation in investigatory and disciplinary meetings or during the grievance process when requested;
- 6.4.2.4 Investigate merit of the grievances and submit findings to Executive Committee and ONA;
- 6.4.2.5 Ensure collective bargaining agreement is being consistently applied;
- 6.4.2.6 Report to the Executive Committee and ONA the status and resolution of all grievances; and
- 6.4.2.7 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.

6.5 Membership Committee-

6.5.1 Composition- The Membership Committee will be composed of the Membership Chair and unit representatives identified by the Executive Committee.

6.5.2 Duties-

- 6.5.2.1 Contact all new hires and transfers into the bargaining unit in a timely fashion to discuss membership in the ONA-GSRMC and ONA,
- 6.5.2.2 Provide new hires with a copy of the collective bargaining agreement and these Bylaws;
- 6.5.2.3 Process all new membership applications in a timely fashion;
- 6.5.2.4 Perform duties at the request of the Executive Committee or ONA.; and
- 6.5.2.5 Ensure that membership records accurately reflect who are: a) members in good standing; b) members not in good standing; c) fair-share payers; d) bona-fide religious objectors; e) and new hires and transfers into the bargaining unit who are potential new members. (See definition of non-member on page 2, Article 2.4.2)

6.6 Professional Nursing Care Committee-

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

6.6.2 Duties-

- 6.6.2.1 Make recommendations for educational and training programs compatible with identified hospital goals;
- 6.6.2.2 Process and analyze inadequate/unsafe staffing reports. Take necessary steps to address issues raised in unsafe staffing reports when necessary;
- 6.6.2.3 Make timely reports to the Executive Committee and ONA concerning inadequate/unsafe staffing reports and educational and training programs;
- 6.6.2.4 Serve on the hospital's staffing committee or ensure the staffing committee has duly elected representatives.
- 6.6.2.5 Make recommendations to the facility of ways and means to improve patient care;
- 6.6.2.6 Make reports to outside agencies with the approval of the Executive Committee and ONA; and
- 6.6.2.7 Those duties specified with the collective bargaining agreement.

6.7 Elections Committee-

- 6.7.1 Composition- The Elections Committee will be composed of the Secretary of the Executive Committee, if not seeking reelection, and three (3) members in good standing who are not holding or seeking office and are appointed by the Executive Committee. If the Secretary is seeking office in the election, another member not seeking office shall be appointed to the Elections Committee by the Chairperson and fulfill election-related duties described in these bylaws.
- 6.7.2 Duties-
 - 6.7.2.1 Review all nominations to ensure the nominees are eligible and willing to serve;
 - 6.7.2.2 Oversee the election of officers to ensure only members in good standing vote in an election; and
 - 6.7.2.3 Count all ballots and report findings to Executive Committee and ONA.

Article 7- Contract Ratification and Other Votes

- 7.1 *Notification*- at least five (5) days prior to contract ratification or other vote, the Secretary/Information Officer shall post in conspicuous places or mail to the membership a summary of the issue to be voted on. For contract ratification votes, the Secretary/Information Officer will post a summary of the tentative agreement and the date, time and place of the vote. Upon request, the Secretary/Information Officer 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/or Membership Chair.
- 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 or Absentee*- Nothing contained herein shall preclude the ONA-GSRMC Executive Committee in the exercise of its discretion, from directing that the election be conducted by mail ballot, e-mail or other secure electronic method, or secret ballot at a membership meeting, 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 seven (7) days.
- 7.6 *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. A strike authorization vote will require 75% affirmative vote of those members participating in the voting process (or other threshold as required by ONA Labor Cabinet policies).

Article 8- Bylaws

- 8.1 *Timing*- These Bylaws may be amended as described below.
- 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. Member initiated amendments may only be voted upon in February.
- 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. Executive Committee initiated amendments may be brought forward at any time.
- 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/Information Officer shall post in conspicuous places and send to the membership the proposed change. These changes may be sent by e-mail or regular mail.
- 8.6 *Vote*- A majority vote of the members in good standing present at the meeting shall be required for passage of these Bylaws or proposed modifications. Thereafter, subsequent amendments shall be adopted by a two-thirds (2/3) vote of members in good standing participating in the voting process.
- 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 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, email or other secure electronic method, 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 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 held invalid, shall not be affected thereby.