OREGON NURSES ASSOCIATION
THE ASSOCIATION OF HOME HEALTH & HOSPICE NURSES OF PROVIDENCE HOME SERVICES DIVISION
BYLAWS
April 27, 2007

Article 1- Name and Purpose

1.1 Name- The name of this bargaining unit shall be the Association of Home Health & Hospice Nurses of Providence Home Services Division Bargaining Unit of the Oregon Nurses Association, hereinafter referred to as AHHHN-ONA.

1.2 Purpose- The purpose of this bargaining unit shall be:

1.2.1 To unite into one labor organization all workers eligible for membership, regardless of religion, race, creed, color, national origin, age, physical disability, sex or sexual preference;

1.2.2 To represent nurses and serve as a spokesperson with allied professional, community and governmental groups;

1.2.3 To secure improved wages, hours, working conditions and other advantages through organization, negotiations and collective bargaining, through legal and economic means, and other lawful methods;

1.2.4 To work for adherence to the American Nurses Association’s code for nurses;

1.2.5 To establish and promote high standards of nursing practice, nurse’s professional development, nursing education and nursing services;

1.2.6 To engage in organizing workers and to provide the benefit of unionism to all workers and to protect and preserve the benefits obtained for members of the AHHHN-ONA;

1.2.7 To sponsor and support regular training and continuing education to promote the professional skills of officers, representatives and members of AHHHN-ONA. Further, to provide and distribute information to advance the professional status of the membership;

1.2.8 To safeguard, advance, and promote the principle of free collective bargaining, the rights of workers, and the security and welfare of all the people by political, educational and other community activity;

1.2.9 To engage in cultural, civic, legislative, political, educational, charitable, welfare, social and other activities which further the interest of the AHHHN-ONA and its membership in the community, directly or indirectly;

1.2.10 To advocate for the nursing profession in regard to legislation, governmental programs, and health policies or in the public;

1.2.11 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 AHHHN-ONA;

1.2.12 To protect and preserve the AHHHN-ONA as an institution and to perform its legal and contractual obligations;

1.2.13 To carry out the objectives of the Oregon Nurses Association;
1.2.14 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 ONA’s Bylaws;
1.2.15 To liaison with the relevant District to provide representation in the ONA House of Delegates; and
1.2.16 To promote relationships with nursing students.

1.3 Relationship to ONA:

1.3.1 If applicable, the AHHHN-ONA shall enter into a written agreement with ONA for the collection and accounting of membership dues and for verification of the membership base.
1.3.2 AHHHN-ONA shall enter into other written agreements as deemed necessary by ONA.
1.3.3 AHHHN-ONA shall operate within the policies established by ONA’s Board of Directors, the ONA Cabinet on Economic and General Welfare, hereinafter EGW.

Article 2- Membership

2.1 Membership Eligibility- Any individual covered under the collective bargaining agreement between the Oregon Nurses Association (hereinafter ONA) and Association of Home Health & Hospice Nurses of Providence Home Services Division shall be eligible to join and maintain membership subject to the requirements imposed by these Bylaws and the ONA’s Bylaws.

2.2 Good Standing- To be a member in good standing, the individual must:

2.2.1 Be a member of the ONA;
2.2.2 Pay all dues and assessments in full as established by the AHHHN-ONA and ONA;
2.2.3 Abide by AHHHN-ONA and ONA Bylaws;
2.2.4 Not interfere with the elected officers of the AHHHN-ONA 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, other constituent State Nurses Associations (SNAs), United Nurses Association and/or American Nurses Association (ANA); and
2.2.6 Not cross a strike picket line at an ONA represented facility, unless required by the collective bargaining agreement or pursuant to ONA’s emergency procedures.

2.3 Membership Rights- Members in good standing have the following rights and benefits which are not conferred upon non-members or members who are in bad standing except within the discretion of ONA or the Executive Committee:

2.3.1 All rights and benefits provided by ONA and ANA;
2.3.2 Attend and participate AHHHN-ONA meetings;
2.3.3 Nominate or vote for elected officers or committee chairs within AHHHN-ONA;
2.3.4 Vote on contract issues, proposals or ratification as proposed by the AHHHN-ONA negotiating committee;
2.3.5 Vote on changes to AHHHN-ONA Bylaws.
2.3.6 Receive regular AHHHN-ONA communications; and
2.3.7 Appointment and/or election to AHHHN-ONA committees.

2.4 **Non-Members** - non-members include:

2.4.1 A nurse who makes no dues payments to ONA or is three months or more in arrears;
2.4.2 A nurse who pays the fair share amount in lieu of ONA’s dues; or
2.4.3 A nurse who is a bona-fide religious objector.

**Article 3** - Discipline

3.1 *Fair Treatment and Due Process* - Each member of AHHHN-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 AHHHN-ONA and ONA’s Bylaws. In applying the rules and procedures relating to union discipline, the essential requirements of due process (notice, hearing, and judgment based upon the evidence) shall be observed, without, however, requiring the technical formality followed in courts of law.

3.2 *Charge of Misconduct* -

3.2.1 **Filing a charge** - A charge that a member is in bad standing shall be presented to the AHHHN-ONA Executive Committee in writing and signed by the charging party(s). The Executive Committee will then provide the charges to the accused. Only individuals in the AHHHN-ONA bargaining unit may file a charge.

3.2.2 **Content of a charge** - The charge must set forth the provisions of the AHHHN-ONA or ONA’s 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.

3.2.3 **Statute of limitations** - Any charge based upon alleged misconduct which occurred more than two (2) years prior to the filing of such charge is barred and shall be rejected except charges based upon the non-payment of dues, assessments and other financial obligations. Such charge can be brought for up to a period of five (5) years.

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 her/his own evidence, rebut testimony against her/him, present witnesses favorable to her/him and cross-examine adverse witnesses. The charging party and the accused may select only a member in good standing to represent them at a hearing.
3.3.2 Executive Committee- The AHHHN-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 AHHHN-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.

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

3.3.4 Quorum- A quorum shall be five members.

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

3.4.1 Timelines - the accused must submit an appeal to the EGW Cabinet within thirty (30) days after receiving the AHHHN-ONA's written decision.

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

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

3.4.3.1 a violation of ANA and/or ONA bylaws;
3.4.3.2 a violation of the Code of Nurses as established by ANA; or
3.4.3.3 other actions which are detrimental to the purposes, and functions of constituent SNAs or 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 Director’s decision will be final.

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

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

Article 4- Dues

4.1 ONA Membership Dues- ONA membership dues will be established annually in accordance with ONA's Bylaws and policies and procedures.

4.2 AHHHN-ONA Dues Assessment & Special Assessment- the AHHHN-ONA may elect to increase the monthly dues by an amount which will be apportioned to the local treasury from the ONA. The AHHHN-ONA may also levy a special assessment for such things such as pre-strike preparation or post-strike recuperation. The following procedures will be followed:

4.2.1 Any levying of an AHHHN-ONA dues assessment or special assessment shall be made at a general or special membership meeting(s).
4.2.2 Reasonable notice shall be given/mailed of the meeting(s) at which the membership will consider the question of whether or not such dues or special assessment shall be increased or levied. The notice shall indicate that a proposed increase or assessment is to be voted on.
4.2.3 At the meeting(s), voting shall be by secret ballots of the members in good standing.
4.2.4 A cumulative majority vote by secret ballot of the members in good standing shall decide the issue.
4.2.5 Nothing contained herein shall preclude the AHHHN-ONA Executive Committee in the exercise of its discretion, from directing that a membership vote on issues involving dues or assessments be conducted by mail ballot referendum after appropriate notice and with safeguards for preserving the secrecy of the balloting.

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 in 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 AHHHN-ONA. Any member who has been automatically suspended for failure to pay dues and other charges shall be under a continuing obligation to pay dues during the period of her/his suspension. Upon payment of the delinquent monies, the member shall be restored to good standing status. The ONA shall have the power to waive, on a non-discriminatory basis, the payment of delinquent monies.

Article 5- Nominations and Elections of Officers, Delegate and Negotiating Committee Representatives

5.1 Nominations-

5.1.1 At least thirty (30) days prior to an election, members in good standing will submit in writing names of candidates for elective officers and delegates to the Secretary of the Executive Committee.
5.1.2 The Membership Chair will verify that all nominees are in good standing.
5.1.3 The Secretary of the Executive Committee will confirm that the nominees have consented to serve.
5.1.4 The Secretary of the Executive Committee will construct a ballot reflecting the nominees who are in good standing and otherwise meet all established qualifications.
5.1.5 Members are eligible to serve in only one Executive Committee office.
5.1.6 The Secretary of the Executive Committee will post in conspicuous locations and mail and/or e-mail a list of all candidates to the membership at least fourteen (14) calendar days in advance of the elections.
5.1.7 At the discretion of the Executive Committee, where only one qualified candidate is nominated for a position, an election will not occur for that position, and the candidate will be awarded the position.

5.2 Elections-

5.2.1 Elections for the Executive Committee will be held on the last Thursday of February. The first elections will be held in 2007 and every other year thereafter. All other elections will be held as directed by the Executive Committee or ONA.
5.2.2 Voting shall be by secret ballots of the members in good standing as verified by the Secretary of the Executive Committee and the Elections Committee.
5.2.3 A cumulative majority vote by secret ballot of the members in good standing shall decide the issue. Only those members present may vote and there shall be no proxy voting.
5.2.4 Nothing contained herein shall preclude the AHHHN-ONA Executive Committee in the exercise of its discretion, from directing that the election be conducted by mail ballot, e-mail or absentee after appropriate notice and with safeguards for preserving the secrecy of the balloting.
5.2.5 In case of a dispute on voting eligibility, such individuals will be allowed to vote, but their ballots will be set aside and uncounted until membership eligibility can be determined. Under no circumstances will the outcome of the election be delayed for longer than three (3) days.

5.3 Special Elections- If both the Chairperson and Vice-Chair positions are vacated, then a special election will be held to elect individuals who will finish out the terms. Nominations will be taken pursuant to Article 5.1 and elections will be held pursuant to Articles 5.2.

Article 6- Committees

6.1 Executive Committee

6.1.1 Duties- the Executive Committee shall be composed of elected or appointed ONA members in good standing and act as a steering committee to conduct the day-to-day business of the AHHHN-ONA with respect to the objectives outlined in the AHHHN-ONA and ONA’s Bylaws and in cooperation with ONA and ONA staff.
6.1.2 Scope- The AHHHN-ONA Executive Committee shall consist of a Chairperson, a Vice-Chair, a Secretary, a Treasurer, the Grievance Chair, the Membership Chair and the PNCC Chair.
6.1.3 **Term** - The term of office of all Officers shall commence on the first (1st) of May following the election and shall last for two years. Eligibility to serve as such shall be as prescribed in these Bylaws. No member may hold more than one elected Executive Committee office.

6.1.4 **Responsibilities** -

6.1.4.1 **CHAIRPERSON** -

6.1.4.1.1 Conduct and supervise the affairs of AHHHN-ONA in accordance with these Bylaws;
6.1.4.1.2 Serve as an ex-officio member of all AHHHN-ONA committees;
6.1.4.1.3 Appoint special committees and their members with the approval of the Executive Committee;
6.1.4.1.4 Fill vacancies that occur on committees with the approval of the executive committee until the next regular election;
6.1.4.1.5 In conjunction with the Treasurer, disburse or order the disbursement of all monies necessary to pay the bills, obligations and indebtedness of AHHHN-ONA, which have been properly incurred as provided herein;
6.1.4.1.6 Enforce these Bylaws and ensure that all officers perform their respective duties.

6.1.4.2 **VICE-CHAIR** -

6.1.4.2.1 Assist the Chairperson in the discharge of all duties;
6.1.4.2.2 Perform such other duties and render such assistance as may be directed by the Chairperson;
6.1.4.2.3 In case of the Chairperson’s absence, the Vice-Chair shall perform the duties of the Chairperson; and
6.1.4.2.4 Should the Chairperson’s position be vacated, the Vice-Chair shall serve as the Chairperson until the next election.

6.1.4.3 **SECRETARY** -

6.1.4.3.1 Send out meeting notices as directed;
6.1.4.3.2 Provide information to the general public as directed by the Executive Committee;
6.1.4.3.3 On at least an annual basis, update all members’ contact information, including correct mailing addresses, home and work telephone numbers and e-mail addresses. Provide this information to ONA;
6.1.4.3.4 Collect names of nominees for elected positions and construct a ballot for all the names submitted;
6.1.4.3.5 Confirm that the nominees are willing to serve;
6.1.4.3.6 Verify that amendments to bylaws are properly submitted;
6.1.4.3.7 Record, maintain and archive minutes for all Executive Committee meetings;
6.1.4.3.8 Sit on the Elections Committee; and
6.1.4.3.9 Conduct correspondence as directed by the Executive Committee.

6.1.4.4 TREASURER-
6.1.4.4.1 Has financial responsibility over the financial affairs of the AHHHN-ONA;
6.1.4.4.2 Make at least a quarterly report to the Executive Committee that includes the assets and liabilities of the AHHHN-ONA; and
6.1.4.4.3 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.

6.1.4.5 GRIEVANCE CHAIR/MEMBER AT LARGE- Coordinate the following activities in cooperation with the ONA staff representative:
6.1.4.5.1 Conduct and supervise the affairs of the Grievance Committee in accordance with these Bylaws;
6.1.4.5.2 Oversees the processing and investigation of all grievance complaints filed by BU members;
6.1.4.5.3 Responsible for securing representation, if requested, for the grievant;
6.1.4.5.4 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
6.1.4.5.5 Report to the Executive Committee and ONA in a timely fashion all grievance complaints.

6.1.4.6 MEMBERSHIP/ORGANIZING CHAIR-
6.1.4.6.1 Conduct and supervise the affairs of the Membership Committee in accordance with these Bylaws;
6.1.4.6.2 Ensures that all new hires are contacted in a timely fashion to discuss membership in the AHHHN-ONA and the ONA, ensures new hires are provided with a copy of the collective bargaining agreement and these Bylaws, a ONA membership application and to ensure that the new hires are introduced to the new hires’ unit steward;
6.1.4.6.3 Strive to increase the membership of the bargaining unit;
6.1.4.6.4 Maintain a group of activists members who are members in good standing and who are willing to perform duties at the request of the Executive Committee or ONA;
6.1.4.6.5 Ensure that the activists receive training in organizing; and
6.1.4.6.6 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.

6.1.4.7 PNCC CHAIR-

6.1.4.7.1 Conduct and supervise the affairs of the PNCC in accordance with these Bylaws;
6.1.4.7.2 With the PNCC, make recommendations for educational and training programs compatible with identified hospital goals;
6.1.4.7.3 Ensure each nursing unit has at least one member in good standing willing to participate on the PNCC Committee or as dictated by the collective bargaining agreement;
6.1.4.7.4 With the PNCC, process and analyze unsafe staffing reports. Take necessary steps to address issues raised in unsafe staffing reports when necessary;
6.1.4.7.5 Make timely reports to the Executive Committee and ONA concerning unsafe staffing reports and educational and training programs;
6.1.4.7.6 With the PNCC, make recommendations to the facility of ways and means to improve patient care; and
6.1.4.7.7 With the PNCC, make reports to outside agencies with the approval of the Executive Committee and ONA.

6.2 Negotiating Committee-

6.2.1 Composition- The seven members of the AHHHN-ONA Executive Committee shall constitute the negotiating committee.
6.2.2 Duties-

6.2.2.1 Development and distribution of negotiations survey(s);
6.2.2.2 Research of negotiations related issues, including 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;
6.2.2.3 Formulation of contract proposals;
6.2.2.4 Assist in the negotiations of a successor collective bargaining agreement;
6.2.2.5 Make recommendations to the bargaining unit whether to ratify a contract; and
6.2.2.6 Sign the ratified contract.
6.2.3 Election Year- If an election of officers is held while the collective bargaining agreement is being negotiated, the members of the old
Executive Committee will continue to serve as the Negotiating Committee until after the ratification of the successor agreement.

6.3 Grievance Committee-

6.3.1 Composition- The Grievance Committee will be composed of the Grievance Chair and all unit representatives.

6.3.2 Duties-

6.3.2.1 Interpret any term or provision of the collective bargaining agreement;
6.3.2.2 Enforce the collective bargaining agreement with the filing of grievances;
6.3.2.3 Ensure members have representation in disciplinary meetings or during the grievance process when requested;
6.3.2.4 Investigate merit of the grievances and submit findings to Executive Committee and ONA;
6.3.2.5 Ensure collective bargaining agreement is being consistently applied;
6.3.2.6 Report to the Executive Committee and ONA the status and resolution of all grievances; and
6.3.2.7 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.

6.4 Membership Committee-

6.4.1 Composition- The Membership Committee will be composed of the Membership Chair and all unit activists.

6.4.2 Duties-

6.4.2.1 Contact all new hires in a timely fashion to discuss membership in the AHHHN-ONA and the ONA;
6.4.2.2 Provide new hires with a copy of the collective bargaining agreement and these Bylaws;
6.4.2.3 Introduce new hires to the new hires’ unit steward;
6.4.2.4 Strive to increase the membership of the bargaining unit;
6.4.2.5 Process all new membership applications in a timely fashion;
6.4.2.6 Perform duties at the request of the Executive Committee or ONA; and
6.4.2.7 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.

6.5 Professional Nursing Care Committee-

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

6.5.2 Duties-
6.5.2.1 Make recommendations for educational and training programs compatible with identified hospital goals;
6.5.2.2 Process and analyze unsafe staffing reports. Take necessary steps to address issues raised in unsafe staffing reports when necessary;
6.5.2.3 Make timely reports to the Executive Committee and ONA concerning unsafe staffing reports and educational and training programs;
6.5.2.4 Make recommendations to the facility of ways and means to improve patient care;
6.5.2.5 Make reports to outside agencies with the approval of the Executive Committee and ONA; and
6.5.2.6 Those duties specified with the collective bargaining agreement.

6.6 Elections Committee-

6.6.1 Composition- The Elections Committee will be composed of the Secretary of the Executive Committee and two (2) members in good standing who are not holding office appointed by the Executive Committee.

6.6.2 Duties-

6.6.2.1 Review all nominations to ensure the nominees are eligible and willing to serve;
6.6.2.2 Oversee the election of officers to ensure only members in good standing vote in an election; and
6.6.2.3 Count all ballots and report findings to Executive Committee and ONA.

Article 7- Contract Ratification

7.1 Notification- at least five (5) days prior to a ratification vote, the Secretary shall post in conspicuous places, mail and/or e-mail to the membership a summary of the tentative agreement and the date, time and place of the vote. Upon request, the Secretary shall make available a copy of the tentative agreement.
7.2 Secret Ballot- Voting shall be by secret ballots of the members in good standing as verified by the Secretary of the Executive Committee and Membership Chairperson.
7.3 Majority Vote- A cumulative majority vote by secret ballot of the members in good standing shall decide the issue. Only those members present may vote and there shall be no proxy voting.
7.4 Vote By Mail, E-mail or Absentee- Nothing contained herein shall preclude the AHHHN-ONA Executive Committee in the exercise of its discretion, from directing that the election be conducted by mail ballot, e-mail or absentee after appropriate notice and with safeguards for preserving the secrecy of the balloting.
7.5 Dispute- In case of a dispute on voting eligibility, such individuals will be allowed to vote, but their ballots will be set aside and uncounted until membership eligibility can be determined. Under no circumstances will the outcome of the ratification vote be delayed for longer than three (3) days.

Article 8- Bylaws
8.1 **Timing**- These Bylaws may be amended each year in February.

8.2 **Member Initiated Amendments**- members can propose amendments to these Bylaws by submitting a petition with the signatures of at least seven (7) members in good standing to the Secretary of the Executive Committee. The petition shall include the proposed amendment to the Bylaws and a concise statement as to the reason for the proposed change.

8.3 **Executive Committee Initiated Amendments**- the Executive Committee can submit a proposed amendment to these Bylaws that includes a concise statement as to the reason for the proposed change.

8.4 **Impact on Current Officers**- Under no circumstances may these Bylaws be amended during a term of office to modify the powers and duties of the incumbent officers. Such amendments may be made effective only as of the beginning of the next term of office.

8.5 **Notification**- at least fourteen (14) days prior to a vote on an amendment to these Bylaws, the Secretary shall post in conspicuous places and mail to the membership the proposed change.

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

8.7 **Subject to Approval**- Amendments to these Bylaws are subject to the approval of ONA’s EGW Cabinet and shall not be effective until such approval has been given.

8.8 **Vote By Mail, E-mail or Absentee**- Nothing contained in these Bylaws shall preclude the Executive Committee in the exercise of its discretion, from directing that a membership vote be conducted by mail referendum, e-mail or absentee after appropriate notice and with safeguards to ensure the integrity of the balloting.

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**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.