

**OREGON NURSES ASSOCIATION
PROVIDENCE WILLAMETTE FALLS MEDICAL CENTER
BARGAINING UNIT BYLAWS**

1979 reviewed 1987; 1989; 1992; 2003

Ratified June 5, 2006

Ratified June 15, 2011

Article 1- Name and Purpose

1.1 Name- The name of this bargaining unit shall be the ONA Collective Bargaining Unit of Providence Willamette Falls Medical Center of the Oregon Nurses Association.

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 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 Collective Bargaining Unit of Providence Willamette Falls Medical Center -ONA;
- 1.2.7 To protect and preserve the ONA and ONA Collective Bargaining Unit of Providence Willamette Falls Medical Center -ONA as an institution;
- 1.2.8 To carry out the objectives of the ONA;
- 1.2.9 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;
- 1.2.10 To provide representation in the ONA House of Delegates in conjunction with the local District(s) Bylaws; and
- 1.2.11 To promote relationships with nursing students.

1.3 Relationship to ONA

- 1.3.1 ONA Collective Bargaining Unit of Providence Willamette Falls Medical Center 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 Collective Bargaining Unit of Providence Willamette Falls Medical Center 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 The ONA Collective Bargaining Unit of Providence Willamette Falls Medical Center shall enter into other written agreements as deemed necessary by ONA.

1.3.4 The ONA Collective Bargaining Unit of Providence Willamette Falls Medical Center shall operate within the policies established by ONA's Board of Directors and 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 ONA and Providence Willamette Falls Medical Center is eligible to join and maintain membership subject to the requirements imposed by these Bylaws and the ONA Bylaws.

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 the ONA Collective Bargaining Unit of Providence Willamette Falls Medical Center

2.2.3 Abide by ONA and ONA Collective Bargaining Unit of Providence Willamette Falls Medical Center code of conduct, bylaws and/or constitutions;

2.2.4 Not interfere with the elected officers of the ONA Collective Bargaining Unit of Providence Willamette Falls Medical Center 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 affiliated State Nurses Associations (SNAs); and

2.2.6 Not cross a strike picket line at an ONA or affiliated SNA represented facility, unless required by the collective bargaining agreement or pursuant to ONA's emergency procedures.

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

2.3.1 All rights and benefits provided by ONA;

2.3.2 Attend and participate ONA Collective Bargaining Unit of Providence Willamette Falls Medical Center meetings;

2.3.3 Nominate or vote for elected officers or committee chairs within ONA Collective Bargaining Unit of Providence Willamette Falls Medical Center;

2.3.4 Vote on contract issues, proposals or ratification as proposed by the ONA Collective Bargaining Unit of Providence Willamette Falls Medical Center negotiating committee;

2.3.5 Vote on changes to ONA Collective Bargaining Unit of Providence Willamette Falls Medical Center Bylaws;

2.3.6 Participate in contract bargaining surveys;

- 2.3.7 Receive regular communications; and
- 2.3.8 Appointment and/or election to ONA Collective Bargaining Unit of Providence Willamette Falls Medical Center.

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 ONA Collective Bargaining Unit of Providence Willamette Falls Medical Center 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 ONA Collective Bargaining Unit of Providence Willamette Falls Medical Center 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.

3.1.1 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.

3.1.2 Negotiating/Executive Committee- ONA Collective Bargaining Unit of Providence Willamette Falls Medical Center Negotiating/Executive Committee shall be the receiver of all complaints and will timely convene a hearing to assess the merit of the charges. Those members of the ONA Collective Bargaining Unit of Providence Willamette Falls Medical Center Negotiating/Executive Committee that have a conflict of interest must recuse themselves from the hearing. If the remaining Negotiating/Executive Committee members do not form a quorum then the EGW Cabinet shall be the first body to deal with the complaint.

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

- 3.2.1 Reprimanded;
- 3.2.2 Censured;
- 3.2.3 Fined;
- 3.2.4 Removed from office;
- 3.2.5 Suspended from membership;
- 3.2.6 Permanently expelled from membership;
- 3.2.7 In the case of non-payment of dues, terminated from employment in accordance to the collective bargaining agreement.

3.3 Appeal- only the accused member has the right to appeal a decision by the ONA Collective Bargaining Unit of Providence Willamette Falls Medical Center to the ONA EGW Cabinet.

- 3.4 The decision of the EGW Cabinet will be final and binding except in circumstances where 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.

Article 4- Dues

- 4.1 ONA Membership Dues- ONA membership dues will be established annually in accordance with ONA's constitution, bylaws, policies and procedures.
 - A. ONA Collective Bargaining Unit of Providence Willamette Falls Medical Center - ONA Dues Assessment & Special Assessment - In addition to dues levied by ONA, the ONA Collective Bargaining Unit of Providence Willamette Falls Medical Center will levy additional dues of two (2) dollars per member per month.
 1. This money will be dedicated to meeting the needs of the bargaining unit.
 2. Said funds will be processed through ONA with reimbursement by ONA to the bargaining unit.
 3. Said funds will be allocated in the following manner:
 - a. Bargaining Unit Expenses: 30%
 - b. Community Service/PR: 20%
 - c. Education/Incentives: 20%
 - d. Negotiations: 30%
 - B. Monies collected from fair share members shall be used for negotiation activities and expenses.
 - C. With approval by a two-thirds (2/3) vote of the ONA Collective Bargaining Unit of Providence Willamette Falls Medical Center Negotiating/Executive Committee, monies may be transferred from the "Education/Incentives" and "Community Service/PR" funds to the "Bargaining Unit Expenses" and "Negotiations" funds.
- 4.2 The ONA Collective Bargaining Unit of Providence Willamette Falls Medical Center may also levy special assessments for such things such as pre-strike preparation or post-strike recuperation. The following procedures will be followed:
 - 4.2.1 The ONA Collective Bargaining Unit of Providence Willamette Falls Medical Center 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.
 - 4.2.2 The ONA Collective Bargaining Unit of Providence Willamette Falls Medical Center 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, absentee ballot 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 by direct billing, payroll deduction or electronic deposit.
- 4.4 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 ONA Collective Bargaining Unit of Providence Willamette Falls Medical Center. Any member who has been automatically suspended for failure to pay dues and other charges shall be under a continuing obligation to pay dues during the period of her/his suspension. Upon payment of the delinquent monies, the member shall be restored to good standing status. The ONA shall have the power to waive, on a 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 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 Secretary of the Executive Committee or 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 work with ONA staff to 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 single qualified candidate will be awarded the position.

5.2 Elections-

- 5.2.1 Elections for the Executive Committee will be held six months after the conclusion of negotiations.
- 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 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 seven (7) days.
- 5.2.6 A tie in an election of a member of the Executive Committee will be decided by lot.

Special Elections- If both the President and Vice-President 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 will act as a steering committee to conduct the day-to-day business of the ONA Collective Bargaining Unit of Providence Willamette Falls Medical Center with respect to the objectives outlined in the ONA Collective Bargaining Unit of Providence Willamette Falls Medical Center and ONA's Bylaws and in cooperation with ONA and ONA staff. The Executive Committee will also serve as the negotiations team for the successor contract.
- 6.1.2 Scope- The ONA Collective Bargaining Unit of Providence Willamette Falls Medical Center Executive Committee shall consist of a the President, Vice President, Secretary Treasurer, Membership Chair, and Grievance Chair Person.
- 6.1.3 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.
- 6.1.4 Term- The term of office for the members of the Executive Committee will commence one month following the election and last until the next election approximately 6 months after the ratification of the successor agreement with Willamette Falls Hospital. Eligibility to serve as such shall be as prescribed in these Bylaws. No member may hold more than one elected Executive Committee office.
- 6.1.5 Responsibilities-
 - 6.1.5.1 PRESIDENT-
 - 6.1.5.1.1 Conduct and supervise the affairs of ONA Collective Bargaining Unit of Providence Willamette Falls Medical Center in accordance with these Bylaws;
 - 6.1.5.1.2 Serve as an ex-officio member of all ONA Collective Bargaining Unit of Providence Willamette Falls Medical Center committees;
 - 6.1.5.1.3 Appoint special committees and their members with the approval of the Executive Committee;

- 6.1.5.1.4 Fill vacancies that occur on committees with the approval of the executive committee until the next regular election;
- 6.1.5.1.5 In conjunction with the Treasurer, disburse or order the disbursement of all monies necessary to pay the bills, obligations and indebtedness of ONA Collective Bargaining Unit of Providence Willamette Falls Medical Center, which have been properly incurred as provided herein;
- 6.1.5.1.6 Enforce these Bylaws and ensure that all officers perform their respective duties.

6.1.5.2 VICE-PRESIDENT

- 6.1.5.2.1 Assist the President in the discharge of all duties;
- 6.1.5.2.2 Perform such other duties and render such assistance as may be directed by the President;
- 6.1.5.2.3 In case of the President's absence, the Vice-President shall perform the duties of the President; and
- 6.1.5.2.4 Should the President's position be vacated, the Vice-President shall serve as the President until the next election.

6.1.5.3 SECRETARY-TREASURER

- 6.1.5.3.1 Collect names of nominees for elected positions and construct a ballot for all the names submitted;
- 6.1.5.3.2 Confirm that the nominees are willing to serve and when there is no Membership Chair, ensure the nominee is in good standing;
- 6.1.5.3.3 Verify that amendments to bylaws are properly submitted;
- 6.1.5.3.4 Record, maintain and archive minutes for all Executive Committee meetings;
- 6.1.5.3.5 Sit on the Elections Committee; and
- 6.1.5.3.6 Conduct correspondence as directed by the Executive Committee. Has financial responsibility over the financial affairs of the;
- 6.1.5.3.7 Make at least a quarterly report to the Executive Committee and EGW that includes the assets and liabilities of the ONA Collective Bargaining Unit of Providence Willamette Falls Medical Center; and
- 6.1.5.3.8 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.

6.1.5.4 GRIEVANCE CHAIR- coordinate the following activities in cooperation with the ONA staff representative:

- 6.1.5.4.1 Conduct and supervise the affairs of the Executive Committee with regard to grievances.
- 6.1.5.4.2 Oversees the processing of unit representatives in their investigation of all grievance complaints filed by BU members;
- 6.1.5.4.3 Responsible for securing representation, if requested, for the grievant when their unit representative is not available.

6.1.5.5 MEMBERSHIP CHAIR-

- 6.1.5.5.1 Ensures that all new hires are contacted in a timely fashion to discuss membership in the ONA Collective Bargaining Unit of Providence Willamette Falls Medical Center and the ONA, ensures 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;
- 6.1.5.5.2 Strive to increase the membership of the bargaining unit;
- 6.1.5.5.3 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.

6.1.5.6 PNCC CHAIR-

- 6.1.5.6.1 Conduct and supervise the affairs of the PNCC in accordance with these Bylaws;
- 6.1.5.6.2 With the PNCC, make recommendations for educational and training programs compatible with identified hospital goals;
- 6.1.5.6.3 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;
- 6.1.5.6.4 With the PNCC, process and analyze unsafe staffing reports. Take necessary steps to address issues raised in unsafe staffing reports when necessary;
- 6.1.5.6.5 Make timely reports to the Executive Committee and ONA concerning unsafe staffing reports and educational and training programs;
- 6.1.5.6.6 With the PNCC, make recommendations to the facility of ways and means to improve patient care; and
- 6.1.5.6.7 With the PNCC, make reports to outside agencies with the approval of the Executive Committee and ONA.

6.1.5.6.8 The Chair of the PNCC is an ex-officio member of the Executive Committee.

6.2 Negotiating Committee-

6.2.1 Composition- The members of the ONA Collective Bargaining Unit of Providence Willamette Falls Medical Center 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, 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;

6.2.2.3 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.

6.2.2.7 If the members of the Executive Committee do not constitute a broad representation of nursing units from around the Hospital, the Committee may call for an election in units that are not represented and augment the membership of the negotiations team.

6.3 Professional Nursing Care Committee-

6.3.1 Composition- The PNCC will be composed representative from each nursing unit in the hospital who shall also serve as unit representatives or as otherwise specified by the collective bargaining agreement. Chair of the PNCC will be selected from among its members.

6.3.2 Duties-

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

6.3.2.2 Process and analyze unsafe staffing reports. Take necessary steps to address issues raised in unsafe staffing reports when necessary;

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

6.3.2.4 Serve on the hospital's staffing committee or ensure the staffing committee has duly elected representatives.

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

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

6.3.2.7 Those duties specified with the collective bargaining agreement.

6.4 Nominating Committee-

6.4.1 Composition- The Nominating 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.

6.4.2 Duties-

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

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

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

6.5 Education Committee

6.5.1 The Education Committee will consist of the members of the Executive Committee.

6.5.2 The Committee will develop criteria for continuing education and incentive awards and process applications and notify recipients of monies awarded.

Article 7- Unit Representatives

7.1 Unit Representatives will be elected from the following areas by the ONA members nurses in these departments: Emergency Room, Birthplace, Critical Care, Surgery, Med./Surg, Same Day Surgery, and Recovery. If there is more than one unit representative in a department, the department will have an election to determine which unit representative will serve on the PNCC

Article 8- Contract Ratification and Other Votes

8.1 Notification- at least five (5) days prior to contract ratification or other vote, the Secretary shall with assistance from ONA staff 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.

8.2 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 Chairperson.

8.3 Majority Vote- A cumulative majority vote by secret ballot of the members in good standing shall decide the issue. Only those members present may vote and there shall be no proxy voting.

8.4 Vote By Mail, E-mail or Absentee- Nothing contained herein shall preclude the ONA Collective Bargaining Unit of Providence Willamette Falls Medical Center 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.

- 8.5 Dispute- In case of a dispute on voting eligibility, such individuals will be allowed to vote, but their ballots will be set aside and uncounted until membership eligibility can be determined. Under no circumstances will the outcome of the ratification vote be delayed for longer than seven (7) days.
- 8.6 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.

Article 9- Bylaws

- 9.1 Timing- These Bylaws may be amended no more than once each calendar year.
- 9.2 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.
- 9.3 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.
- 9.4 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.
- 9.5 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.
- 9.6 Vote- A majority vote of the members in good standing present at the meeting shall be required for passage of the proposed amendment.
- 9.7 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.
- 9.8 Vote By Mail, E-mail or Absentee- Nothing contained in these Bylaws shall preclude the Executive Committee in the exercise of its discretion, from directing that a membership vote be conducted by mail referendum, e-mail or absentee after the Executive Committees gives appropriate notice and with safeguards to ensure the integrity of the balloting.

Article 10-Savings Clause

- 10.1 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.

10.2 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.

10.3 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.