

BYLAWS FOR COLUMBIA MEMORIAL HOSPITAL
BARGAINING UNIT
REPRESENTED BY
THE OREGON NURSES ASSOCIATION
Ratified November 2, 2012

Article 1-Name

The Bargaining Unit of Registered Professional Nurses of Columbia Memorial Hospital, Astoria, Oregon, hereafter referred to as BURPNCMH.

Article 2-Objectives

The objectives of the BURPNCMH shall be to serve the interests of bargaining unit members employed at Columbia Memorial Hospital through collective bargaining, education, dissemination of information, maintenance of high standards of nursing practice & patient care, and other group activities. This is provided with the assistance of the Oregon Nurses Association (ONA). The bargaining unit is formed for all legal purposes including:

- Section 2.1 To promote a good professional working relationship between the professional nurses and the Administration;
- Section 2.2 To strive to maintain and promote a consistently high standard of patient (nursing) care;
- Section 2.3 To foster a strong positive image of nursing in the community;
- Section 2.4 To secure and maintain improved wages, hours, working conditions, benefits and other advantages through concerted, economic, political and other lawful methods;
- Section 2.5 To encourage membership and participation in ONA;
- Section 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 BURPNCMH;
- Section 2.7 To provide representation in the ONA House of Delegates in conjunction with the local District(s) Bylaws;
- Section 2.8 To protect and preserve the ONA and BURPNCMH as an institution;
- Section 2.9 To carry out the objectives of the ONA; and
- Section 2.10 To promote relationships with nursing students.

Article 3-Relationship to ONA

- Section 3.1 BURPNCMH is one of ONA's bargaining units where ONA is the exclusive representative for purposes of collective bargaining.

- Section 3.2 If applicable, the BURPNCMH shall enter into a written agreement with ONA for the collection and accounting of membership dues and for verification of the membership base.
- Section 3.3 BURPNCMH shall enter into other written agreements as deemed necessary by ONA.
- Section 3.4 BURPNCMH shall operate within the policies established by the ONA's Board of Directors and the ONA Cabinet on Economic and General Welfare, hereinafter EGW.

Article 4-Membership

- Section 4.1 *Membership Eligibility*-Any individual covered under the collective bargaining agreement between the ONA and Columbia Memorial Hospital is eligible to join and maintain membership subject to the requirements imposed by these Bylaws and the ONA and/or UAN's Bylaws.
- Section 4.2 *Good Standing*-To be a member in good standing, the individual must:
- 4.2.1 Be a member of the ONA;
 - 4.2.2 Pay all dues and assessments in full as established by the ANA, ONA and BURPNCMH;
 - 4.2.3 Abide by ANA, ONA, BURPNCMH code of conduct, bylaws and/or constitutions;
 - 4.2.4 Not interfere with the elected officers of the BURPNCMH in the performance of their duties;
 - 4.2.5 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), ANA; and
 - 4.2.6 Not cross a strike picket line at an ONA, SNA represented facility, unless required by the collective bargaining agreement or pursuant to ONA's emergency procedures.
- Section 4.3 *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:
- 4.3.1 All rights and benefits provided by ONA and ANA;
 - 4.3.2 Attend and participate in BURPNCMH meetings;
 - 4.3.3 Nominate or vote for elected officers or committee chairs within BURPNCMH;
 - 4.3.4 Vote on contract issues, proposals or ratification as proposed by the BURPNCMH negotiating committee;
 - 4.3.5 Vote on changes to the BURPNCMH Bylaws;
 - 4.3.6 Participate in contract bargaining surveys;
 - 4.3.7 Receive regular BURPNCMH communications; and
 - 4.3.8 Appointment and/or election to BURPNCMH committees.
- Section 4.4 *Non-Members*-non-members include:

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

Article 5-Discipline

Section 5.1 *Fair Treatment and Due Process*- Each member of BURPNCMH 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 BURPNCMH 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.

Section 5.2 Charge of Misconduct

- 5.2.1 Filing a charge-A charge that a member is in bad standing shall be presented to the BURPNCMH Executive Committee in writing and signed by the charging party (s) with a copy to be 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 BURPNCMH bargaining unit or ONA's EGW Cabinet may file a charge.
- 5.2.2 Content of a charge-The charge must set forth the provisions of the ANA, ONA and/or BURPNCMH 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 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.
- 5.2.3 *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.

Section 5.3 Trial Procedure:

- 5.3.1 *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.
- 5.3.2 *Executive Committee*- The BURPNCMH 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 BURPNCMH 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.

- 5.3.3 *Written Decision*-A majority quorum vote of the BURPNCMH Executive Committee is needed to find the charged party guilty. The BURPNCMH 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.
- 5.3.4 *Quorum*-A quorum shall be a majority of at least one-half of the Executive Committee.

Section 5.4 *Appeal*-only the accused member has the right to appeal a decision by the BURPNCMH Executive Committee unless the charge is against a member of the BURPNCMH Executive Committee. When the charge is against a member of the BURPNCMH Executive Committee, the charging party or the accused may appeal the decision.

- 5.4.1 *Time-lines*-the appeal must be submitted to the EGW Cabinet within thirty (30)days after receiving the BURPNCMH's written decision.
- 5.4.2 *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 BURPNCMH Executive Committee's decision and to afford the accused the opportunity to present an argument as to why BURPNCMH Executive Committee's decision was wrong. A vote as to the merit of the discipline imposed by the BURPNCMH Executive Committee will be taken in accordance to the EGW Cabinet rules.
- 5.4.3 *ONA Board of Directors*-The decision of the EGW Cabinet will be final and binding except in circumstances where the alleged violation concerns;
 - 5.4.3.1 a violation of the Code of Nurses as established by ANA; or
 - 5.4.3.2 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.

Section 5.5 *Penalties*-Depending on the severity of the discipline, a member found to be in bad standing may be:

- 5.5.1 Reprimanded;
- 5.5.2 Censured;
- 5.5.3 Fined;
- 5.5.4 Removed from office;
- 5.5.5 Suspended from membership;
- 5.5.6 Permanently expelled from membership; or
- 5.5.7 In the case of non-payment of dues, terminated from employment in accordance to the collective bargaining agreement.

Article 6-Dues

Section 6.1 *ONA Membership Dues*-ONA membership dues will be established annually in accordance with ANA and ONA's constitution, bylaws, policies and procedures.

Section 6.2 *BURPNCMH Dues Assessment & Special Assessment*-the BURPNCMH may elect to increase the monthly dues by an amount which will be apportioned to the local treasury from the ONA. The BURPNCMH may also levy a special assessment for such things as pre-strike preparation or post-strike recuperation. The following procedures will be followed:

- 6.2.1 The BURPNCMH 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.
- 6.2.2 The BURPNCMH 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.
- 6.2.3 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.
- 6.2.4 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.

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

6.4 *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 BURPNCMH. 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 7-Nominations and Elections of Officers, Delegates and Negotiating Team Members

7.1 Nominations

- 7.1.1 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.
- 7.1.2 The Secretary of the Executive Committee or Membership Chair will verify that all nominees are in good standing.
- 7.1.3 The Secretary of the Executive Committee will confirm that the nominees have consented to serve.
- 7.1.4 The Secretary of the Executive Committee will construct a ballot reflecting the nominees who are in good standing and otherwise meet all established qualifications.
- 7.1.5 Members of the Executive Committee may temporarily fill vacant offices.
- 7.1.6 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.

- 7.1.7 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.

7.2 Elections

- 7.2.1 Elections for the Executive Committee will be held biennially. The next election will be held in 2006. All other elections will be held as directed by the Executive Committee or ONA.
- 7.2.2 Voting shall be by secret ballots of the members in good standing as verified by the Executive Committee.
- 7.2.3 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.
- 7.2.4 Nothing contained herein shall preclude the BURPNCMH 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.
- 7.2.5 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.
- 7.2.6 A tie in an election of a member of the Executive Committee will be decided by lot.

7.3 Special Elections

- 7.3.1 If the Chairperson position is vacated, then a special election will be held to elect an individual who will finish out the term. Nominations will be taken pursuant to Article 7.1 and elections will be held pursuant to Article 7.2.

Article 8-Committees

8.1 Executive Committee

- 8.1.1 *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 BURPNCMH with respect to the objectives outlined in the BURPNCMH and ONA's Bylaws and in cooperation with ONA and ONA staff. The Executive Committee shall insure the election of new members to the negotiation committee as needed to maintain an optimum number of three to five, and to provide continuity from one contract negotiation to the next. Six (6) months before the current contract expires the Executive Committee will put out a call for nominations for a bargaining team to consist of the Chairperson and two to four other nurses who are members in good standing. If more than four nurses desire to be on the bargaining team, the Executive Committee will have an election with the top four vote getters serving as the Negotiations Team for the successor contract.
- 8.1.2 *Scope*-the BURPNCMH Executive Committee shall consist of a Chairperson, a Secretary/Treasurer, a Grievance Chairperson, the Joint Conference Committee

Chairperson and a Membership Chairperson

8.1.3 *Term*-Election of officers to occur every two years to serve two-year terms.

8.1.4 Responsibilities-

8.1.4.1 Chairperson

8.1.4.1.1 The chairperson shall preside at all meetings of the bargaining unit and may be a voting ex-officio member of all committees. The Chairperson shall be present during contract negotiations between the bargaining unit and the administration.

8.1.4.2 Secretary/Treasurer

8.1.4.2.1 The duties of the Secretary/Treasurer shall be to send out notices of all meetings, keep minutes of the meetings, and be in charge of all money transactions and record-keeping, with periodic verbal and written reports to the bargaining unit. (Bank statements accepted as report.)

8.1.4.3 Grievance Committee Chairperson

8.1.4.3.1 The duties of the Grievance Committee Chairperson shall be to provide continuity by keeping members informed of grievance procedures and results. The Grievance Committee Chairperson shall investigate grievances and participate in the representation of nurses in grievance proceedings.

8.1.4.4 Professional Nursing Care Committee (PNCC) Chairperson

8.1.4.4.1 The duties of the Joint Conference Committee Chairperson shall be to maintain a full representation of RN's at the Joint Conference meetings and present a tentative agenda 5 days before the meeting. The Joint Conference Committee Chairperson will be elected by the Joint Conference Committee.

8.1.4.5 Negotiations Committee

8.1.4.5.1 The duties of the Negotiations Committee shall be to be present during contract negotiations between the bargaining unit and the administration. Members of the negotiations committee will be considered members of the Executive Committee. The term of office for the Negotiations Committee is the same as the term of office for the officers

8.1.4.5.2 *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.

8.1.4.6 Membership Committee Chairperson

- 8.1.4.6.1 The duties of the Membership Committee Chairperson shall be to encourage membership of the bargaining unit RN's in ONA, to acquaint newly hired RN's to the benefits of belonging to ONA, and to provide a slate of candidates for elections.

Article 9-Contract Ratification and Other Votes

- 9.1 *Notification*-at least five (5) days prior to a 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.
- 9.2 *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.
- 9.3 *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.
- 9.4 *Vote By Mail, E-mail or Absentee*-Nothing contained herein shall preclude the BURPNCMH 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.
- 9.5 *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.
- 9.6 *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 10-Bylaws

- 10.1 *Timing*-These Bylaws may be amended each year.
- 10.2 *Member Initiated Amendments*-members can propose amendments to these Bylaws by submitting a petition with the signatures of at least three (3) 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.
- 10.3 *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.

- 10.4 *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.
- 10.5 *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.
- 10.6 *Vote*-A majority vote of the members in good standing present at the meeting shall be required for passage of the proposed amendment.
- 10.7 *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.
- 10.8 *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.

Article 11-Savings Clause

- 11.1 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 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.
- 11.2 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.

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