

OREGON SHARP ALLIANCE

(Safety and Health Achievement Recognition Program)

BYLAWS of the Oregon SHARP Alliance

Effective Date: September 21, 2000

Last amended date: ~~February 8, 2018~~ **November 9, 2018**

ARTICLE I – NAME

The name of this organization shall be the Oregon SHARP Alliance. Hereafter referred to as the Alliance.

ARTICLE II – PURPOSE

Section 1. The Mission of the Oregon SHARP Alliance is to promote safety and health management and cooperation among companies and government for the betterment of all Oregon workers.

Section 2. The purpose of the Oregon SHARP Alliance will be to advocate for excellence in occupational safety and health and sustain continuous growth in the SHARP program and Voluntary Protection Program (VPP) for a long-term relationship with Oregon OSHA.

Section 3. In fulfilling its purposes of a mutual benefit organization, the Alliance shall have the following goals:

- a) Promote the achievement of “SHARP” and “VPP” recognition
- b) Assist companies who are already in the process of becoming SHARP or VPP
- c) Assist all companies in Oregon in safety and health management
- d) Provide input to Oregon OSHA on activities, rules, best practices and strategic planning
- e) Serve as a resource to all Oregon workplaces.

ARTICLE III – ASSOCIATES

- Section 1.** Patron and Partner Associate designations are available in the Oregon SHARP Alliance.
- Section 2.** Patron Associate status in the Alliance is open to those companies or organizations who have received SHARP recognition or VPP certification from the Oregon Occupational Safety and Health Administration and who are in good standing with Oregon OSHA. Patron Associate status will also remain available to Oregon SHARP companies who graduated from the SHARP program.
- Section 3.** Associate Partner status is open to any individual, company, governmental organization, or other entity who support the mission, purpose, and goal of the Oregon SHARP Alliance.
- Section 4.** For voting purposes, each Patron Associate will have one vote per company. Partner Associates will have no voting privileges, unless they voluntarily serve on the Alliance Operating Committee.
- Section 5.** Voting by proxy is permissible.

ARTICLE IV – ORGANIZATION

- Section 1.** The Oregon SHARP Alliance is a not-for-profit organization, for the purpose of carrying out the goals and objectives of the Alliance.
- Section 2.** There shall be an Operating Committee responsible for the operation and management of the organization. It shall be responsible for the supervision and care of all property, have full authority to commit the Alliance to action in consonance with resolutions adopted at meetings of the Alliance, and may cooperate with other organizations on such basis that will not impair the ability of the Alliance to pursue its purposes independently.
- Section 3.** The Chair, First Vice-Chair, Second Vice-Chair, Secretary and Treasurer shall be known as the Executive Committee and shall have the responsibility of performing the day to day business of the Alliance in the interim between Operating Committee Meetings of the Oregon SHARP Alliance.
- Section 4.** A majority of the Operating Committee present at a meeting shall constitute a quorum.
- Section 5.** The Operating Committee shall consist of the Chair, First Vice-Chair, Second Vice-Chair, Secretary, Treasurer, the past Chair, eight regional delegates, three VPP delegates, and one delegate at large.
- Section 6.** The calendar year shall be from January 1 to December 30.

ARTICLE V – OFFICERS

Section 1. Elected officers of the Alliance Operating Committee shall be:

- a) Chair
- b) First Vice-Chair
- c) Second Vice-chair
- d) Secretary
- e) Treasurer
- f) Regional Delegates: Eight regional delegates will be elected from the general list of associates, to represent the following geographical regions of the state:
 - Region 1: Portland Metropolitan
 - Region 2: North-Willamette Valley
 - Region 3: Central Willamette Valley
 - Region 4: Southern Oregon
 - Region 5: Central Oregon
 - Region 6: Eastern Oregon
 - Region 7: North Coast
 - Region 8: South Coast. (See accompanying map for geographic boundaries).
- g) VPP Delegates At-Large: Three VPP Delegates will be elected from the general list of VPP associates, to represent the following geographical regions of the state.
 - 1st VPP Delegate: Regions 1, 2, and 7
 - 2nd VPP Delegate: Regions 3, 4, 8
 - 3rd VPP Delegate: Regions 5, and 6
- h) Delegate At-Large: One Delegate At-Large will be elected from the general list of associates, who will fill in for any open Regional Delegate position.
- i) [Partner Delegate: One Partner Delegate will be elected from the general list of associates, who will represent Partner Members from all 8 Regions.]

Section 2: All elected Operating Committee officers must be a patron or partner associate in good standing. All elected officers shall have voting privileges.

Section 3. The Chair shall:

- a) Preside at regular and special meetings of the Alliance Operating Committee and the general meetings.
- b) Represent the Alliance at meetings of other organizations where official representation of the Alliance is desirable.
- c) Provide leadership for programs and activities for the Alliance during the term of office.
- d) Appoint such committees as are necessary to implement the goals and objectives of the Alliance.

Section 4. The First and Second Vice-Chair positions will work together and shall: work closely with the Chair, assume any duties so designated by the Chair, and assist associates and the Operating Committee to promote the goals and objectives of the Alliance.

Section 5. The Secretary shall:

- a) Maintain Alliance records and correspondence.
- b) Record and distribute minutes of Alliance General Meetings and Alliance Operating Committee Meetings.
- c) Notify Alliance associates of meetings.
- d) Arrange meeting locations

Section 6: The Treasurer shall:

- a) Maintain all financial records of the Alliance.
- b) Send congratulatory letters to new SHARP and VPP companies with invitation to join.
- c) Send out renewal notices for associates.
- d) Supervise the receipt and disbursement of funds as directed by the Alliance's Operating Committee.
- e) Maintain Alliance funds in a depository approved by the Alliance Operating Committee.
- f) By January 30th prepare an income & expense statement for the fiscal year ending December 30.
- g) By February 15 prepare an audited income & expense statement for the fiscal year ending December 30, for IRS purposes.
- h) Serve as the Registered Agent for the Oregon SHARP Alliance.

Section 7: The regional delegates and At- Large Delegate shall:

- a) Ensure they have contacted other SHARP or VPP companies in their geographic region and informed them of the Alliance, its meetings, its purpose, and encourage Alliance support.
- b) When an associate in their geographic area cannot attend a meeting, solicit their input on any agenda items.
- c) Serve as a primary contact person for organizations, elected officials, and enhance relationship with the Oregon OSHA office in that area.

Section 8: The VPP Delegates at Large shall:

- a) Ensure they have contact with other VPP sites throughout the state and inform them of the Alliance, its meetings, its purpose, and encourage Alliance support.
- b) When an associate within their network cannot attend a meeting, solicit their input on any agenda items.
- c) Serve as a primary contact person for organizations, elected officials, and enhance relationship with the Oregon OSHA office in that area.
- d) Mentor with SHARP and VPP facilities and other sites to foster continuous improvement in safety and health.

ARTICLE VI – NOMINATION AND ELECTION OF OFFICERS

Section 1. The most recent Past Chair, if available, or an individual appointed by the current chair shall serve as the Nominating Chair of the Nominating Committee. The Committee, including the Chair, will consist of no less than two (2) nor more than (4) committee members. Committee Members shall volunteer from the general associate list. Members of the Committee who are chosen to run for an office shall resign from the Nominating Committee. They will be replaced with non-candidate members appointed by the same officer who initially appointed the resigning Committee Member.

- Selection of the Nominating Committee Members shall be completed no later than the second quarter meeting each calendar year.
- The names of the Committee Members shall be publicized in the meeting minutes of the second quarter meeting. At this meeting and up to 15 days prior to the publication of the list of candidates anyone who is interested in running for office may notify the nominating committee of their interest in becoming an elected officer.

Section 2. The Alliance Nominating Committee shall select qualified candidates for all elective offices. Candidates' names and qualifications shall be published and distributed to the Alliance associates at least 30 days in advance of the election.

Section 3. The term of elected Alliance officers shall be for two years beginning January 1. Delegates at large will serve on a staggered basis. (During the initial election delegates will be chosen for 1 or 2-year terms).

Section 4. Election of officers for the ensuing year shall be held at the December meeting. If there are more than one candidate for any office, election shall be by written ballot. If there is only one candidate for an office, election may be by voice vote.

Section 5. Removal of elected Alliance officers shall be by vote of Alliance associates at any general or special meeting upon presentation of a signed petition from either the Alliance Operating Committee, or five (5) voting associates of the Alliance. Notification of such meeting shall be mailed to each associate at least 30 days in advance of the date of the meeting. Committee Chairpersons appointed by elected officers or the Alliance Operating Committee may be removed by a 2/3 vote of the Operating committee.

Section 6. Vacancies in elected Alliance offices shall be filled by the way specified below:

- a) Should a vacancy occur in any elected office, including Secretary, Treasurer or any others, except Chair, the Chair shall appoint, with the approval of the Operating Committee, an eligible associate (see Article III, Section 1, and 2) to fill the unexpired term of office, giving special consideration to current committee Chair and experienced Alliance leaders who have recently completed their terms of office.
- b) Should a vacancy occur early in the term, in the office of Chair:

1) The Secretary shall:

- (a) Appoint a special Nominating Committee.
- (b) Publish notification of the election and the slated nominees for office at least 15 days in advance of the Alliance meeting at which the election is to be held.
- (c) Receive at the Alliance meeting any additional nominating petitions as may be rendered.
- (d) Conduct a voice vote at the Alliance meeting if there is only one nominee and a written ballot if there are more than one nominee for office.
- (e) The successful candidate shall assume office immediately on election.

Section 7. Vacancies in appointed offices shall be filled for the un-expired term by appointees of the Chair then in office, with the approval of the Alliance Operating Committee.

Section 8. (Inability to serve) If after election, but prior to taking office, an officer is unable to serve for any reason, the vacancy shall be filled in the manner set forth in this Article.

ARTICLE VII – CONTRIBUTOR

Section 1. Each associate will be encouraged to contribute annually to the Alliance.

Section 2. All Associate contributions shall be collected annually by March 1 of the calendar year.

Section 3: Alliance Associate contributions are non-refundable.

Section 4. All newly certified first-year SHARP and VPP facilities shall be awarded complimentary Alliance Associate status for the remainder of the calendar year in which they initially achieve SHARP or VPP.

~~**Section 5.** Associate sites hosting Alliance General Meetings or Operating Committee Meetings shall receive one year of associate status.~~

~~Associate sites providing lunch to attendees at General Meetings shall receive one year of associate status.~~

~~Associate sites hosting and also providing lunch to attendees at Alliance General Meetings shall receive two years of associate status.~~

ARTICLE VIII – DISCRETIONARY EXPENDITURES

- Section 1.** All expenditures of \$200.01 dollars or more made by the Oregon SHARP Alliance shall be approved by a quorum of the elected Alliance Operating Committee, which shall include all those officers listed in Article V of these Bylaws.
- Section 2.** Expenditures of \$200 or less may be authorized by a majority vote of the Chair, First Vice-Chair, Second Vice-Chair, Secretary, and Treasurer.
- Section 3.** To replenish the discretionary funds, not to exceed \$500, in one calendar year, as defined in Article IV Section 6, must be approved by a 2/3 majority vote of the Alliance Operating Committee, as defined in Article V Section 1 of these Bylaws.
- Section 4.** All discretionary expenditures made by the Oregon SHARP Alliance shall be weighed against the mission of the Alliance (Article II of these Bylaws) and no expenditures shall be made if, in the interpretation of the Alliance Operating Committee, the expenditure would not further the pursuit of the Alliance’s mission.
- Section 5.** Exception to Article VIII Section 4 would be for the reasonable expenditure of a memorial to a past or present associates of the Alliance.

ARTICLE IX – MEETINGS

- Section 1.** General Meetings shall be held at least four times during the year for the interchange and acquisition and sharing of knowledge among associates and guests, and providing input to Oregon OSHA on any current or upcoming issues. The General meetings will be held on the second Thursday of March, September, and December. The December meeting will be the annual business meeting. The June meeting will be scheduled in conjunction with the Blue Mountain Occupational Safety & Health Conference.
- Section 2.** Alliance Operating Committee meetings shall be held one month prior to the general meeting for the operating committee to effectively plan the direction of the alliance and the topics of future meetings. The Operating Committee meetings will be held on the second Thursday in February, May, August, and November.
- Section 3.** Special meetings of associates may be called by the Operating Committee. The notice calling such a meeting shall state the purpose of the meeting; such notice to be sent to each associate at least two weeks in advance.
- Section 4.** One third (1/3) of the present patron and partner associates in good standing shall constitute a quorum at any regular or special meeting. Vote may be by proxy.
- Section 5.** The latest edition of Robert’s Rules of Order Newly Revised shall govern the transaction of business at all meetings of the Alliance unless otherwise provided in these Bylaws.
- Section 6.** Regions are authorized to hold monthly/quarterly meetings and training sessions, to help the Alliance promote safety and health management and cooperation among companies and government for the betterment of all Oregon workers. These meetings and training sessions will be Chaired or managed by the local SHARP Alliance Regional Delegate as to maintain the relationship to the larger body and continued reporting to the Operating Committee.

ARTICLE X – MISCELLANEOUS

Section 1. The Alliance may be dissolved by Alliance associates, with voting privileges as defined in Article III, Section 4, in the following manner:

- a) A resolution to dissolve the Alliance shall be acted upon at a meeting of the Operating Committee. The resolution shall set forth the reasons for dissolution.
- b) Within 30 days following the Operating Committee action, an email ballot shall be sent to all Alliance associates, with voting privileges as defined in Article III, Section 4, setting forth the reasons for the dissolution. Thirty (30) days after the ballots are emailed; they shall be counted by the Operating Committee. A two-thirds (2/3) vote is required for approval of the action.
- c) Upon the adoption of the resolution to dissolve, the officers shall carry out the dissolution of the Alliance in conformance with the applicable Articles of Incorporation.

Section 2. The official Alliance symbol may be used by any associate in good standing. The Alliance logo will be used on Alliance correspondence, publications, shirts, jackets, vests, blankets and other official documents.

Section 3. Any fund-raising projects or activities shall be limited to those activities which are consistent with the purpose of the Alliance and approved by the Operating Committee.

Section 4. Alliance officers shall ensure retention of needed Alliance and associate records. Officers having charge of these records are authorized to dispose of the records at the end of the required retention period.

- a) Minutes of meetings - permanently.
- b) Correspondence - two years following completion of the Alliance year.
- c) Financial Records - five years following completion of the Alliance year.

ARTICLE XI – AMENDMENTS

- Section 1.** Amendments to these Bylaws may be proposed by the Alliance Operating Committee or by Alliance Patron and/or Partner Associates. Amendments proposed by the latter shall be presented to the Alliance Operating Committee.
- Section 2.** The Alliance Operating Committee shall publish any proposed amendments to the Associates at least 30 days in advance of the meeting at which action will be taken.
- Section 3.** Amendments shall be voted on at a general or special Alliance meeting at which action will be taken if a quorum is present. A two-thirds (2/3) affirmative vote is required for approval. All amendments to these Bylaws will become effective immediately after the vote, unless contested by two or more associates.
- Section 4.** A Patron or Partner Associate may contest a vote, orally. An independent committee chaired by one of the delegates with representation of up to five (5) associates of the general associate list will explore the issue and bring forth a recommendation at the next general meeting.

ARTICLE XII: BYLAWS HISTORY REVISION TABLE

REVISION DATE	PURPOSE OF AMENDMENTS
November 9, 2018	<p>ARTICLE VII- CONTRIBUTOR – Removed Section 5 after 8/10/18 vote of the Operating Committee</p> <p>Section 5. Associate sites hosting Alliance General Meetings or Operating Committee Meetings shall receive one year of associate status. Associate sites providing lunch to attendees at General Meetings shall receive one year of associate status. Associate sites hosting and also providing lunch to attendees at Alliance General Meetings shall receive two years of associate status.</p>
February 8, 2018	<p>ARTICLE V – Section 1 g) – amended 1st & 2nd VPP Delegate Regions (page 3) 1st VPP Delegate: Regions 1, 2, and 7 2nd VPP Delegate: Regions 3, 4, and 8 (page 3)</p> <ul style="list-style-type: none"> • Inserted item: i) Partner Delegate: one Partner Delegate will be elected from the general list of associates, who will represent Partner Members from all 8 Regions. (page 3) <p>ARTICLE IX MEETINGS – Section 6 – Regions are authorized to hold monthly/quarterly meetings and training sessions, to help the Alliance promote safety and health management and cooperation among companies and government for the betterment of all Oregon workers. These meetings and training sessions will be Chaired or managed by the local SHARP Alliance Regional Delegate as to maintain the relationship to the larger body and continued reporting to the Operating Committee. (page 7)</p>
May 21, 2015	<p>ARTICLE IX – Section 1 – amended to state that the Alliance “The General Meetings will be held on the second Thursday of March, September, and December. The December meeting will be the annual business meeting. The June meeting will be scheduled in conjunction with the Blue Mountain Conference Occupational Safety & Health Conference.” (page 7)</p>
February 14, 2013	<p>ARTICLE I – Section 3 e) – amended to state that the Alliance “Serve as a resource to all Oregon workplaces. (page 1)</p> <ul style="list-style-type: none"> • Changed to associate status. (pages 2, 3, 4, 5, 6, 7, 8 and 9) • Changed to patron associate. (pages 2, 3, 4, 5, 6, 7, 8 and 9) • Changed to associate partner. (pages 2, 3, 4, 5, 6, 7, 8 and 9) <p>ARTICLE II – Section 3: inserted of a mutual benefit organization and (d) best practices. (page 1)</p> <p>ARTICLE IV – Section 6: Changed to calendar. (page 2)</p> <ul style="list-style-type: none"> • Clarification: Associates voluntarily serve on the Alliance Operating Committee. (page 2) • Changed to list of associates. (page 3) <p>ARTICLE VII – CONTRIBUTOR – changed to be collected. Section 1, encourages associates to become annual contributors. Section 2 & 3 refers to contributions. (page 6)</p> <ul style="list-style-type: none"> • Changed Operating to Operating Committee. (Pages 2, 7 and 8) • Changed meeting to general meeting. (pages 3, 4, 5, 7 and 9) <p>ARTICLE VIII – Section 3: Paragraph clarified; changed to calendar, and to must be approved. (page 7)</p> <p>ARTICLE IX – Section 1: Clarification of General Meeting schedules.</p>
November 15, 2011	<p>ARTICLE IV Section 3: defines the Executive Committee of the Oregon SHARP Alliance who shall have the responsibility of performing the day to day business of the Alliance in the interim between Operating Committee meetings.</p> <p>ARTICLE VII – DUES: is amended to include hosting “Operating Committee Meetings” shall receive one year of membership at no cost.</p> <p>ARTICLE VIII – DISCRETIONARY EXPENDITURES</p> <ul style="list-style-type: none"> • Provides limits on discretionary expenditures of \$200 or less with a vote of the Executive Committee. • Discretionary funds not to exceed \$500 in a fiscal year, unless replenished by a 2/3 majority vote of the Alliance Operating Committee.

	<ul style="list-style-type: none"> • Exception to expenditures made by the Oregon SHARP Alliance that would not further the pursuit of the Alliance’s mission, such as would be for the reasonable expenditure of a memoriam to a past or present member of the Alliance.
--	--

BYLAWS of the Oregon SHARP Alliance

ARTICLE XII: BYLAWS HISTORY REVISION TABLE (continued)

REVISION DATE	PURPOSE OF AMENDMENTS
September 8, 2011	<ul style="list-style-type: none"> • Mission and goals updated to reflect VPP membership. • Duties transferred from the Secretary to the Treasurer: Treasurer to serve as the Registered Agent for the Oregon SHARP Alliance, along with the assuming the duties of sending congratulatory/honorarium membership letters to new SHARP and VPP companies. • June General Meetings to coincide with the Blue Mountain Safety & Health conference; March General Meetings to coincide with the Governor’s Safety & Health Conference in odd years, and with the Cascade Safety & Health Conference in even years.
September 10, 2010	<ul style="list-style-type: none"> • Added 3 VPP delegates to the Operations Committee (Board). • Changed Registered Agent duties from Secretary to Treasurer.
September 10, 2009	<ul style="list-style-type: none"> • Membership open to VPP companies
March 8, 2007	<ul style="list-style-type: none"> • 2nd Vice-Chair added to the Operations Committee (Board)
December 14, 2006	<ul style="list-style-type: none"> • Quorum definition changed. • Graduation language added.
December 10, 2004	<ul style="list-style-type: none"> • Associate membership added. • Membership dues exchanged for hosting meetings/providing lunch.
February 14, 2002	<ul style="list-style-type: none"> • Added 2 regional delegates; expanded to 8 Regions, plus at-large delegate. • Interim Board meetings added.
March 8, 2001	<ul style="list-style-type: none"> • Dues became non-refundable
September 21, 2000	<ul style="list-style-type: none"> • Oregon SHARP Alliance founded, and Bylaws became effective

