Alaska Nurses Association

RNs United Local Bargaining Unit Rules

Ketchikan General Hospital

Ketchikan, Alaska

Article I—Name

The name of this unit shall be the Ketchikan RNs United Local Bargaining Unit of Ketchikan, Alaska.

Article II—Objectives

- A. Provide quality patient care and create a safe and productive work environment.
- B. Service the profession employee interest of the registered nurses employed at Ketchikan General Hospital through education, legislation, and other group activity.
- C. Advise and assist the Alaska Nurses Association in its dealings with the Employer concerning grievances, labor disputes, wages, rates of pay, hours of employment, or conditions of work. The Alaska Nurses Association shall be the exclusive bargaining representative on behalf of unit members.
- D. Promote professional and social unity between registered nurses of Ketchikan General Hospital and the entire profession.
- E. Promote and support through membership and other activities the Alaska Nurses Association (AaNA). Uphold the AaNA bylaws.

Article III—Membership

- A. **Eligibility:** Membership eligibility shall be limited to those registered nurses employed at Ketchikan General Hospital who are eligible to be members of the bargaining unit. Full professional membership in the Alaska Nurses Association (AaNA) is strongly encouraged. The Alaska Nurses Association shall act as their representative for collective bargaining.
- B. **Rights of Individual Members.** Rights of individual members in good standing shall include but not be limited to:

- 1. The right to attend membership meetings and participate in the business.
- 2. Full professional members have the right to be a candidate for office and as a candidate have the right to an observer at polling and tallying places.
- 3. The right to be notified of an election of officers at least fifteen (15) days prior to an election.
- 4. The right to vote for contract ratification, in referendums, in elections, and any other matters determined by the elected officers.
- 5. The right to file a complaint relative to election procedures. Such a complaint must be filed in writing at the local level and copied to AaNA.
- 6. The right to a fair hearing of any disciplinary action
- 7. The right to support the candidate of his choice without interference or penalties, or disciplinary action.
- C. **Obligations of Individual Members.** Obligations of individual members in good standing shall include but not limited to:
 - 1. Pay local unit memberships AaNA dues or payment in lieu of dues on a timely basis as outlined in the contract between Ketchikan General Hospital and AaNA Ketchikan Bargaining Unit.
 - 2. Uphold the rules and policies of AaNA and the local unit.
 - 3. Uphold the bylaws of AaNA.

D. Compliance

- 1. **Authority.** A member may be disciplined by AaNA for cause pursuant to and consistent with AaNA bylaws.
- 2. Disciplinary Action.
 - a. A member may be expelled or censured by an impartial hearing panel appointed by the AaNA Board of Directors upon recommendation by the AaNA Labor Council.

- b. No disciplinary action shall be taken unless the member is served with specific written charges, including the article and Section of the Bylaws alleged to have been violated, and has time to prepare a defense.
- 3. **Appeal.** The decision of the hearing panel may be appealed to the AaNA Board of Directors, whose decision shall be final.

Article IV—Officers

- A. The officers of this unit shall be:
- 1. A President, a Vice President, a Secretary, a Treasurer, and two (2) Grievance Officers, all of whom shall be full professional AaNA members.
- 2. In the absence of the President and the Vice President another full professional AaNA member of the unit shall perform the duties of the offices until such time as replacements are elected.
- 3. Vacancies in any of this unit's offices shall be filled by simple majority election at a regular meeting of the local unit for the unexpired term. Notification of election shall be published at least 15 days prior to the meeting.

B. Duties of Officers.

- 1. **The President** shall preside at all meeting of the unit and be an ex officio member, with vote, of all committees. The President shall also notify officers and committees of their election and/or appointment.
- 2. **The Vice President** shall perform the duties of the President in the absence of the President, shall make arrangements for all meetings, and shall perform other duties as assigned.
- 3. **The Secretary** shall send out notices of all meeting as necessary, see that notices of all meetings are posted on the proper bulletin boards, keep the minutes of all meetings, keep the roll of members, preserve all correspondence and other records of the unit, and furnish committees with documentation as requested. The Secretary shall supply the AaNA Labor Council with a current copy of the unit's rules and any amendments.
- 4. **The Treasurer** shall authorize payment of bills that have been approved by the President, keep an itemized account of all receipts and

disbursements, and give financial reports at each local unit meeting. They will also provide the AaNA Treasurer with necessary documentation for the annual audit for the account with the AaNA tax ID number.

- 5. **The Grievance Officers** shall be the liaison between the unit and AaNA to advise and assist the AaNA in the Associations dealing with the Employers concerning grievances.
- 6. The Safety Officer shall represent the Bargaining Unit at the monthly "Environment of Care" meeting and take concerns of the nurses for Health & Safety in the workplace to this committee. They will also work with other AaNA Safety officers to promote a safe work environment for all RN's in the State.
- 7. The officers shall appoint all subsequent standing and special committees.

Article V—Elections and Voting

A. Nominations.

- 1. Candidates may be nominated to the ballot by recommendation of the officers or by nomination by self or another member. The officers shall send out a call for nominations prior to the election.
- 2. All nominations will be with the agreement of the nominee and in accordance with stated qualifications.
- 3. Write in candidates will not be permitted.
- 4. All candidates must have equal campaign privileges.
- 5. Local unit funds may not be used to fund campaigns.

B. Terms of Office.

- 1. Officers shall serve a term of two (2) years. Terms of office shall be staggered with the President, Treasurer, one grievance officer being elected one year, and the Vice President, Secretary, and second grievance officer the next.
- 2. No person may hold more than one office at the same time.
- 3. A term of office shall begin upon verification of the election.

4. AaNA shall be notified of election results within fifteen (15) days of the election.

C. Eligibility for Office

- 1. A candidate must be a full professional AaNA member in good standing before running for office.
- 2. A member shall be ineligible for a candidacy for office of the local unit if he/she holds a membership in and advocates a rival organization or is advocating the withdrawal from AaNA.
- 3. Any elected or appointed officer may be removed by those persons who elected or appointed him/her by majority vote, whenever it is in the best interest of the organization, or for cause.

D. Notification

Members shall be notified by posting on the AaNA bulletin board fifteen (15) days prior to an election of officers. Attempts shall be made to hold elections six (6) months prior to the beginning of contract negotiations.

E. Elections

- a. Elections shall be by secret ballot. Absentee ballots may be available, if requested from an Officer. Absentee ballots must be requested and submitted greater than 48 hours prior to the election.
- b. Each member of the unit shall be eligible to cast one (1) vote per issue. A majority of members voting shall constitute an election of officers.
- c. The election procedure shall follow the requirements of all applicable laws, which govern the local unit.
- d. Vote by Mail, E-mail, On-line, or Absentee—Nothing contained herein shall preclude the KBU Executive Committee, in the exercise of its discretion, from directing that the election be conducted by mail ballot, email, on-line or absentee after appropriate notice and with safeguards for ensuring the secrecy of the balloting.

- e. Uncontested elections—In the event of uncontested elections the uncontested office(s) may be appointed by a simple majority vote at a regular meeting. Requirements for posting prior to election shall not be waived.
- E. Any member of the local unit may challenge the election. Such challenges must be submitted in writing to the local unit president and AaNA Labor Council within seven (7) days of election verification.
- F. The local unit shall conduct ratification votes of mid-contract issues at the request of the AaNA. All local unit AaNA members in good standing shall be eligible to vote pursuant to AaNA Labor Council policy on voting. Voting shall be by secret ballot.
- G. When taking a strike vote at the request of the Alaska Nurses Association, a seventy-five percent (75%) majority of eligible bargaining unit members shall be required to authorize a strike date set by the Alaska Nurses Association.
- H. Contracts are ratified by a simple majority of bargaining unit members voting. Ratification elections shall be held at a time and place that allow for all shifts of nurses to vote.

Article VI--Committees

- A. **Authority.** The officers shall appoint committees and define their authorities and responsibilities where not stated in these rules.
- B. **Composition**. The committees shall be composed of members of the unit, who shall be local unit AaNA members in good standing.
- C. **Reporting.** Committees shall report to the membership when requested.
- D. Standing Committees.
 - a. **The Negotiating Team** shall consist of five (5) elected full professional AaNA members and a Professional Negotiator to be determined and agreed upon by the AaNA and the local bargaining unit officers. This team reserves the right to authorize on floating seat for outside experts or alternate member to assist in negotiations.

- b. **The Conference Committee** shall be appointed by the officers and consist of four (4) local unit AaNA members as provided by the contract. The term of this committee will be two years.
- c. The officers shall appoint the **Unit Communicators** for indefinite terms so long as effectiveness is demonstrated.

Article VII—Meetings

- A. There shall be at least quarterly meeting of the unit, the time and place to be determined by the elected officers.
 - a. Members shall be notified by written notice of meeting time and place via AaNA bulletin board, which is the primary means of communication.
 - b. Special meetings may be called by the President or if requested by ten percent (10%) of the unit membership.
 - c. Two (2) officers and four members shall constitute a quorum at any meeting of this unit.

Article VIII--Parliamentary Authority

A. The rules contained in Robert's "Rules of Order, Revised" shall govern meetings of this unit in all cases except in which they are inconsistent with these rules.

Article IX—Amendments

- A. These rules may be amended at any regular meeting by a two-thirds (2/3) vote of the members present and voting, provide the proposed amendments have been known to all members at least fifteen (15) days previous to the meeting.
- B. These rules may be amended without previous notice at any meeting by a unanimous vote of all members of the local unit.
- C. The effective date of these rules shall be June 7, 2001 following ratification.

Amended June 12, 2002

Amended November 18, 2004

Amended November, 2005