

Alaska Nurses Association
Ketchikan Registered Nurses Bargaining Unit Rules
PeaceHealth Ketchikan Medical Center
Ketchikan, Alaska

Article I—Name

The name of this unit shall be the Ketchikan Registered Nurses Bargaining Unit, Alaska Nurses Association.

Article II—Objectives

- A. Provide quality patient care and create a safe and productive work environment.
- B. Service the professional employee interests of the registered nurses employed at PeaceHealth Ketchikan Medical Center 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. Nothing in these rules shall be construed to mean that the Ketchikan Registered Nurses does more than advise and assist the Alaska Nurses Association in its dealings with employers concerning grievances, labor disputes, wages, rates of pay, hours of employment, or conditions of work.
- D. Promote professional and social unity between registered nurses of

PeaceHealth Ketchikan Medical Center and the entire profession.

- E. Promote and support through membership and other activities the Alaska Nurses Association (AaNA) and uphold the AaNA bylaws.

Article III—Membership

- A. Eligibility: Membership eligibility shall be limited to those registered nurses employed at PeaceHealth Ketchikan Medical Center who are eligible to be members of the bargaining unit and who are members of the Alaska Nurses Association. The Alaska Nurses Association shall act as their representative for collective bargaining.

- B. Exclusive 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. The right to be a candidate for office and as a candidate has 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.
 - 6. The right to a fair hearing of any disciplinary action
 - 7. The right to support the candidate of his/her choice without interference, or penalties, or disciplinary action.

- C. Obligations of full members. Obligations of full members in good standing shall include but not limited to:

1. To pay AaNA dues on a timely basis.
2. To uphold the rules and policies of AaNA and the local unit, and
3. To uphold the bylaws of AaNA.

D. Rights of bargaining unit assessment fee payers. Bargaining unit assessment fee payers are not full members of the Association, yet the Association recognizes their financial contribution to the organization and values their opinions on matters of importance to the bargaining unit as a whole. Therefore, the following provisions are adopted as a method of communication between the members of the Association and the assessment fee payers:

1. Assessment fee payers have the right to participate in an advisory vote on contract ratification. This vote shall be conducted simultaneously with the membership vote. Advisory ballots shall be of a different color than membership ballots and the votes shall be tallied separately. Advisory ballots in an electronic vote shall be sent separately and tallied separately from those of full members.
2. Assessment fee payers have the right to vote in an advisory strike vote. This vote shall be conducted simultaneously with the membership vote. Advisory ballots shall be of a different color than membership ballots and the votes shall be tallied separately. Advisory ballots in an electronic vote shall be sent separately and tallied separately from those of full members.
3. Assessment fee payers have the right to attend General Membership meetings. However, executive sessions (involving only full members) may be called for the purpose of discussing personnel or financial matters.
4. Policy
 - a. All nurses covered by an AaNA collective bargaining agreement shall be required to pay a representation fee to the Association to cover their fair share of the costs of negotiation and maintenance of that agreement.

- b. The Ketchikan Registered Nurses recognize that the law requires that provisions must be negotiated and, as a result, membership language will differ from contract to contract.
- c. Registered nurses hired by PeaceHealth Ketchikan Medical Center shall be encouraged to become full members of the Association with full voting rights. Those individuals who choose not to become full members, shall be required to pay the federally allowed percent allowed by Beck v. Communications Workers of America (June 1988) for AaNA membership dues as well as the representation fee.

E. Compliance

- 1. Authority. A full member or fee payer may be disciplined by AaNA for cause pursuant to and consistent with AaNA bylaws.
- 2. Disciplinary Action.
 - a. A full member may be expelled, or censured, or removed from office by an impartial hearing panel appointed 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, up to four (4) grievance officers, a health & safety officer and a member-at-large to the AaNA Labor Council, all of whom shall be full members of the Alaska Nurses Association.
2. In the absence of the president, the vice president or another appointed officer of the unit shall perform the duties of the president and shall become the president in case of a vacancy in that office until such time as a replacement is elected.
3. Vacancies in any of this unit's offices may be filled by appointment by the majority vote of members present and voting at a regular meeting of the local unit for the unexpired term.

B. Duties of Officers.

1. The president shall preside at all meetings of the unit and be an ex-officio member, with vote, of all committees.
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 may be assigned.
3. The secretary shall send out notices of all meetings 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 the members, preserve all correspondence and other records of the unit, and furnish committees with all papers referred to them. The Secretary shall supply the AaNA Labor Council with a current copy of the unit's rules and any amendments. The secretary shall also notify officers and committees of their election and/or appointment.

4. The treasurer shall authorize payment of bills that have been approved by the executive council, keep an itemized account of all receipts and disbursements, and give a financial report 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 member-at-large to the AaNA Labor Council shall serve as liaison between the bargaining unit and the AaNA.
6. The grievance officers, and member-at-large to the AaNA Labor Council, along with the AaNA labor program director and/or labor relations specialist, shall constitute the Grievance Review Committee. The purpose of the Grievance Review Committee is to review grievances, offer suggestions and observations as to strategy and overall impact of the grievance, and to facilitate communication among the Ketchikan Registered Nurses leadership and the AaNA.
7. The health & safety officer shall represent the Ketchikan Registered Nurses at the monthly “Environment of Care” meeting and Conference Committee “RNCC” meeting and take concerns of the nurses for Health & Safety in the workplace to these committees. They will also work with other AaNA Health & safety officers to promote a safe work environment for all registered nurses in the state.
8. All officers, plus members and alternates to the Conference Committee, and the Environment of Care meeting, shall meet as the Ketchikan Registered Nurses Leadership Council. This Council shall review and approve proposed policies and procedures for the operation of the Ketchikan Registered Nurses Bargaining Unit. They shall appoint standing

and special committee members and make recommendations for other appointments or matters affecting the Ketchikan Registered Nurses Bargaining Unit.

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.
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, up to two grievance officers, and Labor Council member-at-large being elected one year, and the vice president, secretary, up to four grievance officers, health and safety officer and Labor Council member-at-large the next.
2. A term of office shall begin upon verification of the election.
3. 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 member of the AaNA 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.

D. Members and fee payers shall be notified by posting on the AaNA bulletin board, notifications on staff lockers, notification on social media, personal email addresses, and/or by mail fifteen (15) days prior to an election of officers.

E. Elections

1. Elections shall be by secret ballot. Balloting may be conducted by mail.
2. Each member of the unit shall be eligible to cast one (1) vote per issue.
3. A majority vote of the members present and voting shall constitute an election of officers.
4. The election procedure shall follow the requirements of all applicable laws, which govern the local unit.
5. Vote by Mail, E-mail, On-line, or Absentee—Nothing contained herein shall preclude the Ketchikan Registered Nurses Executive Board, in the exercise of its discretion, from directing that the election be conducted by mail ballot, e-mail, on-line or absentee after appropriate notice and with safeguards for ensuring the secrecy of the balloting.
6. 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.

- F. 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.

- G. The local unit shall conduct ratification votes of mid-contract issues at the request of the AaNA. All local unit AaNA full members in good standing shall be eligible to vote. Bargaining unit assessment fee payers shall be eligible to cast an advisory vote. Voting shall be by secret ballot. A contract shall be considered ratified with a fifty percent plus one affirmative vote of the full members present and voting.

- H. When taking a strike vote at the request of the Alaska Nurses Association, sixty-seven percent (67%) majority of bargaining unit members shall be required to authorize a strike date to be set by the Alaska Nurses Association.

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 full members in good standing.

- C. Reporting. Committees shall report to the membership when requested.

- D. Standing Committees.

1. The Negotiating Committee shall be composed of the Leadership Council and unit representatives. The Negotiating Committee shall choose the negotiating team, in accordance with established policies and procedures. (see Appendix A)
2. The Elections Committee shall consist of at least three (3), but no more than five (5) members in good standing who are appointed by the Leadership Council. No Elections Committee Member may be a candidate for office. The duties of the Elections Committee members shall be:
 - a. to verify the eligibility of candidates,
 - b. secure a signed "Consent to Serve" form from each candidate,
 - c. prepare the ballot,
 - d. prepare the election notification notice,
 - e. count the ballots,
 - f. rule on challenged ballots, and
 - g. certify the election results.
3. The Conference Committee shall be appointed by the officers and consist of four (4) local unit AaNA full members as provided by the contract. The term of this committee will be two years.
4. The Health and Safety officer shall serve as liaison between the bargaining unit and the AaNA on matters of RN Health and Safety and with the Occupational Safety and Health Agency and other related agencies.
5. The Membership Committee shall consist of at least three (3) members appointed by the Leadership Council. The duties shall be to promote AaNA membership and collect signed application for membership forms from all registered nurses in the unit within 30 days of hire.

6. The Education Committee shall consist of at least three (3) members appointed by the Leadership Council. The duties shall be to organize and promote continuing education opportunities for registered nurses in the Bargaining Unit. This may include planning for and organizing educational opportunities for large scale local educational opportunities utilizing the AaNA Education Funds provided in the collective bargaining agreement.

7. The Leadership Council shall appoint Unit Communicators for each unit of the hospital and medical clinics. The duties of the Unit Communicators shall be to act as liaison between the individual members within his/her unit and the Leadership Council or membership as a whole. Unit Communicators shall serve for indefinite terms so long as effectiveness is demonstrated.

Article VII—Meetings

- A. There shall be at least quarterly meetings of the unit, the time and place to be determined by the elected officers.
 1. Members shall be notified by written notice of meeting time and place via AaNA bulletin board, by electronic mail, posts on social media, and/or notifications on member lockers.
 2. Special meetings may be called by the president or if requested by ten percent (10%) of the unit membership.
 3. Two (2) officers and three (3) full 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, Provided 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 sixty-seven percent (67%) vote of the members present and voting.

- C. Amendments must be submitted to the AaNA Labor Council for approval.

These Ketchikan Registered Nurses Unit Rules and Amendments shall become effective following ratification on 7 June 2001.

Amended June 12, 2002

Amended November 18, 2004

Amended November, 2005

Amended March 2009

Amended June 6th, 2024

Appendix A
Negotiations Policy and Procedures

- A. Members of the Negotiating Team shall be full members of the AaNA and the Ketchikan Registered Nurses Bargaining Unit.
- B. Members of the Negotiating Team shall exhibit a commitment to the process through regular attendance at all meetings, shall represent not only their care set but the general membership at-large, and shall exhibit critical thinking and communication skills.
- C. Negotiating Team members shall commit to serving the bargaining unit as unit representative, committee member, and/or officer for the duration of the resulting contract.
- D. The president of the bargaining unit shall provide a slate of prospective Negotiating Team members to the Negotiating Committee for review and appointment.
- E. The Negotiating Team shall be composed of five (5) registered nurses in addition to a representative from the Alaska Nurses Association Labor Council, and the AaNA General Council.
- F. Every effort shall be made to represent all care sets. A rotating seat shall be set aside for special testimony, as necessary.