

AaNA Labor Council Policy & Procedure Manual

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1.0 Foreword and History

During the early years of the Alaska Nurses Association (AaNA), the organizational structure included several committees, one of which was the Economic and General Welfare (E&GW) Committee. This committee generally kept an eye on economic trends in the nursing profession. Sometimes it was more active than at other times.

That all changed in 1993. Committee members that fateful year included Karen Theurer, a nurse at the Alaska Psychiatric Institute, and Jackie Pflaum, a nurse educator at the University of Alaska, Anchorage. The E&GW committee was approached by members of the Providence Alaska Medical Center nursing staff. They wanted to unionize and they wanted AaNA to represent them.

“I started working at Providence in 1988. We still felt ‘like family’”, recalls Mary Stackhouse, RN. “We had the feeling that we were all in this together for the sake of the patients we served. We also felt that the hospital cared about us as nurses.”

“We hadn’t gotten a salary raise for several years, but the issue that was the impetus for the organizing effort occurred in about 1992 when the hospital hired a consulting firm. One of the firm’s recommendations was for nurses to break their jobs down into individual ‘tasks’, ‘tasks’ that someone else could be taught to do,” she explains.

The idea was to replace Registered Nurses with as many Patient Care Technicians as possible and to increase the patient/nurse ratio. The sought after goal for the hospital Administration was not the quality of patient care as it had seemed to be in the past, but rather the financial “bottom line.” How could they utilize fewer nurses and spend less money on staffing.

“They tried to tell us that our licenses wouldn’t be in jeopardy under the new staffing plan,” Mary recalls, “But we knew that patient care would suffer.”

A second issue emerged about this same time. The Providence Administration went to the State Board of Nursing to promote a new concept of “Clinical Support Associates” – recent college graduates who were fully trained and licensed Registered Nurses. These new grads would be hired as “something less than a nurse” at a much lower pay scale

The State Board of Nursing saw through the scheme and stated that even if these nurses were working as “aides” they will still be held to the standards of being a nurse.

“These were the kind of proposed changes that were scaring us into unionizing,” Mary recalls.

“I wasn’t the first one out there. I was going to sit on the sidelines and just help out occasionally. People initially involved included Steve Medley, Ronnie Ziegler, Rosie Debnan, and others.

As time went on, I got caught up in the movement more and more.

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We were learning about our rights under the National Labor Relations Act. We learned more about organizing and getting cards signed. Once we learned what power we had, it was easier and easier.

In 1992 or 1993, we began looking for a national union with which to affiliate. We chose to affiliate with American Nurses Association because we believed that only other nurses could understand our concerns about licensure and patient care. Other unions could deal with wages and benefits, but ANA understood our professional issues.

About that time, the hospital announced that a market analysis had found that Providence nurses were significantly underpaid. The hospital granted a six percent across the board raise in salaries for all employees with an additional nine percent for the nurses.

The Providence nurses met with the AaNA Economic and General Welfare Committee. They were interested in supporting the effort.

Claire Denny was the AaNA executive director at the time. It was she who first started putting the names of the Providence nurses into the computer program, recalls AaNA Administrative Assistant Ann Cannon. Denny left in July of 1993. AaNA presidents during the organizing effort included Wanda Ferris, Gail McGuill, and Theresa Lyons.

AaNA treasurer Gail Stewart, RN, was another early force.

The AaNA's E&GW committee, under the direction of the organization's new executive director Patricia Senner, began applying for grants through the American Nurses Association. The committee was now able to hire Mary Stackhouse as an internal organizer.

Wanda Katinzsky was hired a short time later as both interim executive director and labor program director.

The official election petition was filed with the National Labor Relations Agency on May 4, 1994. A hearing was held before the NLRB on May 24 and 25, 1994 and an election was conducted August 11-12, 1994.

The hospital challenged the election.

During the resulting NLRB hearing, each time one of the nurses testified, the administration arranged to have the nurse's manager in the room. The nurses found this intimidating but did not allow it to effect the quality of their testimony.

The issue was whether or not nurses were "supervisors." If they were found to be supervisors, they could not legally organize. The association won at every level, but the administration kept appealing.

Legal Counsel Matt Halliday of the Washington State Nurses Association had represented the Providence RNs.

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While the election challenges wound their way through the courts, the hospital administration and fledgling union went to the table to re-write Providence's Human Resources policies. The RN team included Ronnie Ziegler, Doyle Stewart, Peggy Ormsby-Tipton, Debbie Thompson, Rosie Debnan, Carol Clausson and Mary Stackhouse. Karen McGrath, labor program for the Washington State Nurses Association, served as spokesperson. The policy talks were completed by about mid-1995.

The election ballots were finally counted on February 23, 1996. The Providence nurses won two to one. Now they were an official bargaining unit of the Alaska Nurses Association, AaNA's first such unit.

Stackhouse was elected to represent the new unit at the American Nurses Association Institute for Constituent Members' Collective Bargaining Programs. She was elected president of the new Providence Registered Nurses (PRN) Bargaining Unit in October of 1997 for a three-year term.

The hospital challenged the NLRB's ruling in 1996, but the handwriting was on the wall. On July 16, 1997, a three-judge panel for the Ninth Circuit Court of Appeals upheld the NLRB's early ruling on behalf of AaNA and PRN. The hospital did not appeal.

PRN held its first official election of officers in the fall of 1997. Elected were Mary Stackhouse, president; Doyle Stewart, vice president; Donna Phillips, treasurer; Connie Federmann, secretary; and Debbie Thompson and Peggy Ormsby-Tipton, grievance vice presidents.

Real bargaining commenced in January 1998.

The nurse team was expanded to include not only Stackhouse, Stewart, Ziegler, Ormsby-Tipton, Clausson and Thompson, but also, Mary Luken, Donna Phillips, Ginny Wiseman, B. Bolin, Kelley Foreman, Arminda Doggett, and AaNA's Wanda Katinzsky.

AaNA had hired Lynn Wallace as executive director in the fall of 1998 so that Katinzsky could concentrate on the labor program responsibilities.

Halliday served as spokesperson for the initial bargaining session. Karen McGrath took over from there and served for two or three sessions. PRN desperately required a long-term negotiator.

James A. Gasper, senior associate of Alaska's premiere labor relations legal firm of Jermain, Dunnagan, and Owens joined the effort in February of 1998.

The teams worked through the spring, summer, and fall of 1998 – with no contract in sight.

The American Nurses Association sent organizer Sue Putnam to help with the effort that winter. An informational picket was set up January 30, 1999 on the corner of A Street and Benson Boulevard – the temperature being something like 50 degrees below zero. Another informational picket was set up downtown in front of the Performing Arts Center. The Federal Mediation and Conciliation Service were called in. No contract agreement was reached.

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In February, an initial strike vote was taken at the Wilda Marston Auditorium, Loussac Library. The team was amazed at the level of support expressed. They took a deep breath and gave the hospital the legally required notification of a possible strike. A second strike vote was conducted at the Carpenters' Hall on April 14. Nurses were specifically told to only vote yes if they were able and willing to strike for at least 30 days. The support remained steady.

The nurses struck April 15, 1999.

Approximately 650 of the hospitals 725 RNs refused to cross the picket line. Others assisted from the inside. The labor community, community-at-large, and a good percentage of the medical staff supported the nurses' effort.

The Federal Mediation and Conciliation Service were again called to Anchorage. Intense negotiations finally commenced.

A tentative agreement was reached Saturday, May 8, 1999; the contract was ratified by the nurses, Monday, May 10; and nurses returned to work Friday, May 14, 1999.

PostScript

Providence:

A tentative agreement on Providence's second contract was reached May 15, 2002. Effective May 1, 2002 through April 30, 2005. One year extension to this contract, with salary and other improvements, ratified January 20, 2003. Effective through April 30, 2006.

Soldotna:

Nurses working at Central Peninsula General Hospital, Soldotna, Alaska, approached the AaNA for representation in late 1996. A petition on their behalf was filed with the National Labor Relations Agency on February 11, 1997. An election was held April 14, 1997 and AaNA won.

Soldotna's first contract was signed on May 13, 1999.

Soldotna ratified its second contract in December 2002. Effective Nov. 1, 2002 – Oct. 31, 2005.

Ketchikan:

Nurses working at Ketchikan General Hospital, Ketchikan, Alaska approached the AaNA about representation in late 2000. A petition on their behalf was filed March 22, 2001. An election was held May 2, 2001 and AaNA won.

Negotiations commenced. Ketchikan's first contract effective March 24, 2002 – March 31, 2004.

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Staff Changes:

Wanda Katinzsky resigned as AaNA Labor Program Director at the close of the strike. She later ran for and was elected president of the AaNA.

Dianne O'Connell was hired as AaNA Labor Program Director, effective June 1, 1999.

Valerie Baffone hired on contract as Labor Specialist, March 2003.

Wanda Ferris, former AaNA president, served as interim executive director from July through September 1999.

Helen McGraw served as AaNA executive director from October 1999 through February 2001.

Wanda Katinzsky served as AaNA interim executive director from February through September 2001. Patricia Senner filled in for a few weeks as interim.

Camille Soleil was hired as AaNA executive director in October 2001.

Patricia Senner was elected AaNA president in October 2001.

Rebecca Bolling of Ketchikan was elected AaNA president in October 2003.

Policies and Procedures:

Work on the following E&GW Policies and Procedures was first begun in April of 1996. Providence nurses Mary Luken, Debbie Thompson and Mary Stackhouse were part of the committee. Many of the following policies were drafted and adopted individually at various meetings since that time.

The name of the E&GW committee was officially changed to the AaNA Labor Council at the AaNA House of Delegates in the fall of 2000.

The current (February 2002) AaNA Labor Council is comprised of:

Donna Phillips, PRN, co-chair;
Patricia Madison-Ball, Palmer, co-chair;
Jackie Pflaum, UAA, treasurer;
Kathleen Gettys, PRN, secretary;
Carol Clausson, PRN;
Maggie Flanagan, PRN;
Juanita McDermott, PRN;
Susan Shoemaker, Soldotna;
Geri Kelly, Ketchikan; and
Kelley Foreman, United American Nurses, ANA, representative.

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As the preceding history attests, much has happened since the policies were first begun. Patricia Madison-Ball has since served two terms as chair of the committee. The completion of the policies has been one of her major goals. This document represents the first complete set of policies and procedures adopted as a total document.

The AaNA Labor Council history will be updated each year with the attachment of our Annual Report to the AaNA General Assembly.

2.0 SCOPE & PURPOSE OF LABOR COUNCIL

Mission Statement:

To build a strong collective bargaining program that represents registered nurses and other healthcare professionals in Alaska.

Vision Statement:

Empower Alaska nurses and other healthcare professionals to be dynamic leaders; powerful in both the health care and political communities.

Goals:

The Labor Council is responsible for developing and directing the Labor Program as established by the AaNA bylaws: Article VIII, Section 3.

Practice:

Labor Council Policies & Procedures will be reviewed by AaNA Program Director and/or Executive Director, for compliance with bylaws of the AaNA. The Labor Council will work cooperatively with AaNA to ensure insulation of the Labor Program.

Membership of Council:

The Council membership will be voted on by all bargaining unit members of the Labor Program.

Meeting Attendance:

The elected members of the Council are expected to attend meetings phone in to monthly meetings. Members shall have no more than two unexcused absences per year. More than two will constitute resignation from the Labor Council

AaNA Board Meetings:

The Labor Council chair or designee is an RN and is a full voting member of the AaNA Board of Directors.

Training:

New Labor Council members shall attend training the first meeting after election or appointment.

Adopted: 8 APR 1998
Revised: 10 APR 2002
Reviewed: 9 MAR 2004
Revised: 28 NOV 2006
Revised: 29 DEC 2009

3.0 COMPOSITION AND QUALIFICATIONS FOR LABOR COUNCIL MEMBERSHIP

Representation:

1. Labor Program is committed to represent units made of registered professional nurses and other healthcare professionals.
2. Eligibility for Labor Council membership is extended to Registered Nurses and other healthcare professionals who are both members in good standing of Labor Program and who are covered by collective bargaining agreements entered into by the Labor Council under federal or state law.
3. Rights and obligations of program members shall include privileges and obligations of AaNA members as described for AaNA member under Article III, Section 2 and 3 which include:
 - A. Right to run for office at program and/or local unit level.
 - B. Right to nominate and vote for officers at local unit and/or program unit.
 - C. Right to attend and vote at program and business meetings.

Elections:

1. Nomination for Labor Council membership:
 - A. At either its July or August meeting of each year, the Labor Council shall review the status of its membership to deem which seats are up for election in the fall and which members are eligible for re-election.
 - B. The Council, as a whole, shall serve as a “Committee on Nominations.” The Committee shall conduct itself in accordance with the following provisions.
 - C. The Committee shall solicit nominees for membership to the Labor Council through personal contact, advertisement in the Labor Update newsletter and/or other appropriate means. Those nominees shall be provided with Consent to Serve forms and the Biographical Data forms.
 - D. Deadline for submission of Consent to Serve forms and Biographical Data forms shall be no later than September 15th of each year.
2. Preparation and Mailing of Ballot.
 - A. All elections shall be determined by secret mailed ballot.
 - B. The Labor Council shall direct staff to prepare a ballot based on information received by August 15th. Provision shall be made for write-in candidates.
 - C. Staff shall mail candidate information materials, the ballot and election rules to all full members in AaNA Bargaining Units in good standing as of September 1st. This mailing shall go out no later than September 15th.
 - D. A second ballot shall not be mailed or given to any member for any reason.

3. Return and Tallying of Ballots.

- A. The returned, marked ballot shall be postmarked no later than 5 days prior to the AaNA General Assembly. This date shall be publicized in the materials mailed September 15th.
- B. The Labor Council shall appoint a Committee of no less than three full Labor Program bargaining unit members to tally the ballots. No one who is a candidate may serve in this capacity, although any candidate may have an observer, if they so request prior to the counting of the ballots.
- C. A plurality of votes cast by those entitled to vote and voting shall constitute an election,
- D. In case of a tie the results will be determined by lot.
- E. In the event that a write-in candidate receives a plurality of votes or is in a “tied” vote, the results of the election shall not be disclosed until that candidate has been contacted and has filed a Consent to Serve form.

4. Reporting of Election Results and Commencement of Terms.

- A. Under normal circumstances, the results of the Labor Council election shall be reported at the appropriate time during the AaNA Annual General Assembly.
- B. Challenge of any election will not be entertained after the close of the General Assembly at which the election results are declared.
- C. Terms of office shall commence at the adjournment of the General Assembly.

Adopted: 11 APR 1996
Revised: 10 APR 2002
Revised: 11 MAY 2004
Revised: 28 NOV 2006
Revised: 29 DEC 2009

4.0 Procedure for Policy Development

The Labor Council Procedure for Policy Development:

1. The Council will develop a list of topics for policy development, with the aid of the AaNA staff.
2. The AaNA staff Executive Director (ED) and Program Director (PD) will draft policies for the Labor Council to review/approve.
3. The Council will provide direction for policy content to the staff.
4. Policies will be reviewed and approved at scheduled Labor Council meetings.
5. All policies will be reviewed every two years, or as needed.

Adopted: 2 FEB 1999
Reviewed: 10 APR 2002
Reviewed: 9 MAR 2004
Reviewed: 29 DEC 2009

5.0 Requests for Collective Bargaining Services

Policy:

The Alaska Nurses Association (AaNA) is the certified bargaining representative of all registered nurses and other healthcare professionals who receive collective bargaining assistance from the AaNA. No contracts between AaNA bargaining units and employers may be negotiated or concluded without AaNA participation and approval. The AaNA offers collective bargaining services for all of its represented nurses and healthcare professionals.

Procedure:

Requests for Collective Bargaining Services:

The initial request to the Executive Director (ED) or Labor Program Director (PD) must come from a potential member working in the facility in a non-management role.

The AaNA ED or PD will review all requests for collective bargaining and present them to the Labor Council.

Criteria:

In determining whether or not to undertake an organizing effort, the committee will consider the following:

1. The size of the proposed unit, the amount of Labor Program membership of the unit, estimates annual revenues, travel time, the expense required by staff to organize and service the unit.
2. Composition of bargaining unit and demonstrated attitudes of governmental agencies within the jurisdiction of the facility involved.
3. Available Labor Program resources.
4. Benefits of organizing to other AaNA local units and/or the Association.
5. Articles XX and XXI of the AFL-CIO Constitution. (See Appendix 1)

Signed Petition:

In order for Labor Program to petition NLRB, there need to be signed cards from at least 50% of the eligible nurses or other healthcare professionals. If a Registered Nurses local, fifty percent (50%) of the eligible nurses must be members of AaNA at the time of filing. The Labor Council shall reserve the right to waive the above requirements.

Adopted: 11 APR 1996
Amended: 20 APR 1999
Reviewed: 10 APR 2002
Revised: 9 MAR 2004
Revised: 28 NOV 2006
Revised: 29 DEC 2009

6.0 MEMBERSHIP FEES

Policy

1. All Nurses and other healthcare professionals covered by an Labor Program 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.
2. The Labor Council recognizes that law requires that such provisions must be negotiated and, as a result, membership language will differ from contract to contract.
3. In the case of the contract between AaNA and Providence Alaska Medical Center, those Registered Nurses who chose not to join the Association nor to pay a bargaining unit representation fee prior to April 30, 2006, are hereby “grandfathered” and not required to pay bargaining unit representation fees nor membership dues for the duration of their uninterrupted employment at PAMC.
4. Those Registered Nurses who agreed to pay the one percent bargaining unit representation fee, but not the Beck Audit portion of the AaNA Membership Dues prior to April 30, 2006, shall be “grandfathered” under this arrangement and will not be required to pay the additional Beck Audit percentage of the Membership Dues under the 2006-2009 contract with PAMC.
5. Those Registered Nurses hired by Providence Alaska Medical Center after May 1, 2006, 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.
6. Any Registered Nurse who was a full member of the Association prior to May 1, 2006 and decides to withdraw full membership after May 1, 2006, shall pay the Beck Audit percentage of both the professional dues and representation fee according to the new rules which go into effect May 1, 2006.

Procedure

Full Membership:

Full membership dues (including dues for the Alaska Nurses Association and local bargaining unit) are reviewed annually by the Labor Council. Changes in the amount of this assessment recommended by the Labor Council must be approved by a vote of the members of the affected Collective Bargaining Unit(s). Changes in dollar amount or dues structure shall be reported to the Alaska Nurses Association General Assembly.

A nurse or other healthcare professional who is employed by two or more hospitals represented by AaNA/Labor Program shall pay professional dues only once and will be considered a full voting member in each represented bargaining unit.

Bargaining Unit Representation Fee:

The Bargaining Unit Representation Fee is also reviewed annually by the Labor Council with any proposed change in dollar amount or representation fee calculation reported to the Alaska Nurses Association General Assembly.

The representation fee shall be calculated based on the most recent available Beck Audit.

Notice of any change in the Beck Audit percentage shall be forwarded to the payroll office of each bargaining unit and communicated to the RNs or other healthcare professionals covered by Labor Program negotiated agreements.

Implementation of any change shall be made with the first paycheck following the New Year, with the implementation of a new contract, or new contract language pertaining to membership.

Refunds:

If a nurse or other healthcare professional moves from bargaining unit status to non-bargaining unit status, that nurse or other healthcare professional shall notify the AaNA membership specialist to request that their bargaining unit representation fee deduction be discontinued. In such cases, the AaNA membership specialist shall verify the date member became bargaining unit ineligible.

In no case will Labor Program refund more than six months bargaining unit representation fees.

Adopted: 11 APR 1996
Reviewed: 10 APR 2002
Revised: 8 JAN 2003
Revised: 11 MAY 2004
Revised: 25 APR 2006
Revised: 28 NOV 2006
Revised: 29 DEC 2009

7.0 CONTRACT RATIFICATION AND STRIKE VOTES

Policy:

AaNA supports the legal right of the professional nurse or other healthcare professional to enter into collective bargaining, reject or ratify any resulting contract proposal, and/or to strike in conformity with applicable State and/or Federal Law.

Procedure:

Contract Ratification:

In the event that a proposed tentative agreement is reached at the negotiations table, a Local Bargaining Unit contract vote shall be conducted in accordance with the approved Unit Rules for that Bargaining Unit. In the absence of specific unit rules, the vote will be by secret ballot conducted at a reasonable polling location and the polls shall be open for a sufficient period to allow employees on different shifts a reasonable opportunity to vote. Votes must be cast in person and no proxy voting will be allowed. There will be at least one informational meeting at which represented employees may discuss the proposed contract with bargaining team members. The informational meeting may be combined with and held in conjunction with the contract ratification vote.

The Local Bargaining Unit Rules may include a provision for advisory votes by service fee-paying nurses or other healthcare professionals covered by the collective bargaining agreement.

Strike Authorization:

The AaNA Labor Council shall be consulted prior to any strike vote conducted by a Local Bargaining Unit. A vote of all unit-eligible members shall be conducted before a strike notice is issued by the Bargaining Unit Negotiating Team spokesperson, in conjunction with the labor program staff. A strike vote may be combined with a contract ratification vote.

Final Approval:

The Labor Program Director (PD), in consultation with the AaNA Labor Council, shall give final approval to any strike action and shall be responsible for informing the bargaining unit of any approval, disapproval, or modification of such action. Such decisions shall be based upon the following criteria:

1. Contractual obligations have been observed to regarding the proper termination of the contract.
2. Obligations to Federal, State and local laws have been fulfilled.
3. Obligations to members in the AaNA bargaining unit in question have been met.
4. The PD has been consulted, and where appropriate, participated in pre-strike negotiations.
5. The problem causing the strike actions should be one or more of the following:

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- a. One that relates to scope of practice and/or licensure.
 - b. One that relates to the quality of patient care.
 - c. One that relates to the terms and conditions of employment.
6. The contemplated strike action is not in conflict with the best interests of AaNA.

Termination of Strike:

A strike shall be terminated according to the terms of the individual Bargaining Unit Rules.

Strike Liability:

After fulfilling AaNA's contractual obligations regarding the legality of any strike, work stoppage, or lockout and complying with applicable Federal, State and Local laws, AaNA assumes no liability to any person or persons simply by reason of approval, disapproval, modification or implementation of strike action, work stoppage or lockout.

Adopted: 2 FEB 1999
Revised: 10 APR 2002
Revised: 9 MAR 2004
Revised: 29 DEC 2009

8.0 LOCAL UNIT STRIKE FUNDS (LUSF)

The LUSF shall be established to assist an Labor Program unit in time of financial need.

Policy

1. LUSF funds can only be distributed for collective action and/or strikes, as approved by majority vote of the Labor Council and the applicable bargaining unit Executive Committee or for individual member assistance as defined below.
2. The Labor Council shall establish and maintain separate LUSF for each collective bargaining unit.
3. Decisions to distribute LUSF funds under the policy are discretionary and not subject to appeal.
4. Under unusual circumstances, LUSF funds may be used for purposes not described in No. 1 above, but only upon two conditions. First, two-thirds of the Labor Council must vote to approve any such expenditure. Secondly, a majority of the Labor Council representatives from the local unit whose funds are going to be expended must authorize the expenditure.

Individual Member Application Process:

1. Application for LUSF funds must be made by the Local Unit Members on the application form titled, APPLICATION FORM FOR LOCAL UNIT STRIKE FUND, (Attached) and forwarded to the Program Director or designee.
2. A Subcommittee of the Labor Council (appointed by the Labor Council Chairperson) shall approve or disapprove request for funds in a timely manner.
3. No member of this Council shall participate in any decision related to their individual application for LUSF funds.
4. Approved LUSF funds shall be disbursed as available. In the event that LUSF funds are inadequate, the Labor Council may request, but may not require, the expenditure of Labor Council general funds.
5. The subcommittee shall report all recommendations and disbursements made to the Labor Council.
5. Strike fund applications will close thirty days from return to work date.

Fund Disbursement Guidelines:

Needs that shall be considered for financial assistance include (in order of priority):

- a. Medical (Drugs, Insurance, care)
- b. Shelter (Rent, mortgage, etc.)
- c. Food
- d. Day Care

- e. Other Bills (Insurance, utilities, loans, car payments)

Requests may not be funded at the full amount requested. Funding shall be based on individual need and availability of funds.

A response shall be mailed to the applicant within one week of the initial request.

Applicants shall be expected to support activities of the picket line or other related unit activities.

Collecting Monies for LUSF Funds:

1. Each pay period a tally of members or service fee payers shall be made for each collective bargaining unit.
2. Each bargaining unit shall receive .50 cents for each member or service fee payer per bi-weekly pay period.
3. Funds shall be deposited into separate accounts for each bargaining unit on a quarterly basis.

Adopted: 11 APR 1996
Reviewed: 10 APR 2002
Revised: 14 SEP 2004
Revised: 28 NOV 2006
Revised: 23 NOV 2008
Revised: 29 DEC 2009

ALASKA NURSES ASSOCIATION LOCAL UNIT STRIKE FUND REQUEST FORM

To: AaNA Labor Council

Re: Local Unit Strike Fund Request

Name: _____

Address: _____

Phone #: _____

Facility: _____

Position: _____

AaNA Member Since: _____

Actions that you have initiated in securing additional income/support

Type of benefit requested:

Signature of Applicant _____

Date of Application _____

_____ Approved

_____ Disapproved

Adopted: 10 DEC 1998
Reviewed: 10 APR 2002
Revised: 14 SEP 2004
Reviewed: 29 DEC 2009

9.0 ASSOCIATION RELATIONSHIPS WITH OTHER BARGAINING UNITS

Policy

The Labor Council shall work in a supportive and collective manner with other employee organizations or bargaining groups to further mutually beneficial conditions of employment consistent with applicable law.

The Labor Program supports the rights of workers to engage in collective bargaining.

Procedure

Collective Action:

The Labor council shall urge nurses or other healthcare professionals in the event of a dispute between their employers and other employee groups to:

1. In the case of nurses, to perform distinctive nursing duties, where appropriate.
2. In the case of other healthcare professionals, continue duties as covered in their job description.
3. Press for action in the interest of safe patient care to reduce patient census by curtailing admissions and expediting discharges or transfers to other facilities.
4. Refuse to assume any duties normally fulfilled by other personnel unless a clear and present danger to patients exists.
5. Coordinate nursing activities and efforts with their local unit organizations and AaNA using established channels for communication with management and other employee groups.
6. Encourage fair and just resolution of disputes between employers and employees.

The Labor Council may assist other groups (union and/or professional) in the collective bargaining process if necessary and when it relates to the welfare and safety of the patients and/or public and to the benefit of the members.

Discipline:

Any member of Labor Program who participates in or gives assistance to a directly competing labor organizations is subject to discipline for advocating or engaging in activities which could eliminate or interfere with a state nurses association which is the collective bargaining representative or is attempting to become the collective bargaining representative for employees.

Any and all funds held in the bargaining unit treasury belong to the Alaska Nurses Association/Labor Program.

Organizing Protocol:

The Alaska Nurses Association, through the United American Nurses, is a member in good standing of the AFL-CIO, will adhere to and abide by the AFL-CIO Constitution, Article XX, Settlement of Internal Disputes, and Article XXI, Organizing Responsibility Procedures.

Adopted: 11 APR 1996
Reviewed: 10 APR 2002
Reviewed: 9 MAR 2004
Revised: 29 DEC 2009

10.0 SAFETY AND UNSAFE STAFFING CONCERNS (ASSIGNMENT DESPITE OBJECTION) APPENDIX 3

Policy

The Labor Council will encourage the members of bargaining units to report safety concerns and unsafe staffing levels. All members who raise staffing issues should be free from restraint, interference, discrimination, or reprisal.

Procedure

Members with safety concerns, and/or concerns with the level of staffing on his or her assigned unit is encouraged to communicate these in the following manner.

1. Discuss the concern with the person responsible for the shift's staffing. When no adjustments are possible within the unit, the person in charge should contact his or her immediate supervisor on duty.
2. The supervisor should utilize management resources or a nurse proposed solution in an attempt to resolve the situation.
3. If the nurse is dissatisfied with the decision of the supervisor, the nurse should initiate an AaNA Problem Occurrence Record (Appendix 4) or other form approved by the local Bargaining Unit, as well as the Agency Q/A risk management form by the end of the shift. The nurse will distribute copies as indicated on the Problem Occurrence Record or as indicated in his/her collective bargaining agreement.
4. If there is no mutually satisfactory resolution to the staffing problem, and the problem appears to be one, which will be reoccurring, the nurse may submit his/her documentation to the unit staff meeting.
5. If the staffing problem is unresolved, the local unit should submit the documentation to the Nursing Practice Committee or Conference Committee, as the Association designates, for consideration and recommendation. The parties shall insure that patient confidentiality standards are fully met.
6. Local units of non-RN professionals will adhere to the above guidelines as set forth, as appropriate for their profession.

Revised: 28 NOV 2006
Revised: 29 DEC 2009

11.0 GRIEVANCE PROCESSING SERVICES

Policy

The AaNA is the exclusive bargaining representative on behalf of all employees in bargaining units represented by AaNA. AaNA has ultimate responsibility for contract negotiation and contract administration, including grievance processing.

Nothing in these policies shall be construed to mean that the local bargaining unit does more than advise and assist the Labor Program in its dealings with employers concerning grievances, labor disputes, wages, rates of pay, hours of employment and/or other conditions of work.

Procedure

Legal Assistance:

All requests for legal advice regarding interpretation of AaNA contracts or the viability of grievances shall go through and be approved by the AaNA Labor Program Director.

Legal assistance approved by the AaNA Labor Program Director will be provided to the union and will be free of charge to the member.

Members of AaNA are of course free to consult an independent attorney at any time on any matter. The cost of any independent consultation and representation will be born solely by the member.

Grievance Handling Procedures

In the absence of unusual circumstances, most grievances will proceed and be handled as follows:

1. **Initial Filing.** Grievant support for the initial filing of a grievance will be handled by AaNA designated persons within each bargaining unit. AaNA may agree to pay designated persons in these units for time spent assisting grievants in the filing of initial grievances.
2. **Form of Grievance.** All initial grievances shall contain the contract section(s) alleged to have been violated, the date and time of the violation, a summary of the facts, the proposed remedy and any other information the required by the applicable agreement. Additional information and the filling out of union forms will generally be required of grievance officers.
3. **Grievance Review.** Whenever possible, grievances shall be pre-approved as to form and content by the Labor Program Director and/or Labor Relations Specialist (hereinafter LPD/LRS). However, in the event that there is risk of missing a deadline, grievances may be filed without approval in order to preserve a grievant's rights. When that happens, the LPD/LRS will be notified as quickly thereafter as possible.
4. **Processing of Grievances.** Prior to filing a grievance, or if that has not been possible immediately upon the filing of a grievance, the grievance officer must notify the Labor Program

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Director and/or the Labor Relations Specialist (LPD/LRS) of the filing. Following the initial filing, all union grievance support will be by or at the direction of the LPD/LRS. The LPD/LRS may authorize the grievance officer to continue processing the grievance. Authorization will be in writing. When authorized, the grievance officer may remain in union pay status as set out in these procedures. Every effort will be made to resolve the grievance at the lowest possible level with a result that is satisfactory to the grievant, the hospital, and which does not damage or impair the contract rights of other bargaining unit members.

5. **Withdrawal of Grievance.** At any time, with consent of the grievant, a grievance may be withdrawn. If the contract does not specify otherwise, a grievance may be withdrawn at any time by the labor council. If the contract provides that a grievant has the right to advance their grievance up to the arbitration step, then at that step and at the sole discretion of the Labor Council, and upon a good faith determination that there is no reasonable chance of success, a grievance may be withdrawn. Upon the withdrawal of an individual grievance, the grievant will be given a letter affirming that they have exhausted their contractual remedies and confirming that the grievant may seek independent counsel at their own expense with respect to whether other or further relief is legally obtainable.

6. **Presentation to Labor Council.** In the event the union believes that arbitration will be necessary, the LPD/LRS will present the case to the Labor Council pursuant to Section 12, Arbitration Services.

7. **Pay Status of Grievance Officers.** The use of bargaining unit personnel as grievance officers to advocate, settle, and help advance grievances is generally encouraged. However, because the Union typically pays grievance officers for such services, decisions to delegate grievance handling authority are financially important and must be made by the Labor Program Director and/or Labor Relations Specialist (LPD/LRS). Consequently, members who assist a grievant and/or process cases will not be in pay status following the initial review and filing of the case unless pay status is specifically authorized in writing (emails will suffice) by the LPD/LRS.

We are healthcare professionals and we represent healthcare professionals. Bargaining unit members conducting union business are expected to conduct themselves professionally at all times. They are expected to be supportive of the union, honest with grievant, and provide complete and unbiased information to the union and to the grievant with respect to cases they handle.

Adopted: 11 APR 1996
Reviewed: 10 APR 2002
Revised: 14 SEP 2004
Revised: 29 DEC 2009

12.0 ARBITRATION SERVICES

Policy

The AaNA Labor Program director (PD) shall bring the grievance, along with his/her recommendation for funding, to the AaNA Labor Council prior to the grievance being advanced to arbitration.

Procedure

Review and Vote:

The Council shall review the grievance based on the criteria for funding arbitrations (see below). In the event of a tie vote, the case shall proceed to Step 4 of the grievance procedure, subject to review by legal counsel.

Members of the Labor Council may not vote on their own grievances unless the grievance is a class action, and the application of this rule would prevent any Labor Council member from that bargaining unit from voting on the case.

Criteria for Advancing a Grievance to Arbitration

Presentations for advancing a grievance to arbitration will include the following information in writing:

1. Brief description of the facts of the case.
2. Reference to the contract provision(s) violated.
3. Brief description of the Union's argument in favor of the case.
4. Brief description of the employer's argument against the case. While this section should be brief, it should also give adequate coverage to the contractual and factual arguments that we expect the employer to raise in this case.
5. Witnesses – If the case presents factual disputes, there should be a list of witnesses that the Union has interviewed with the facts these witnesses are willing to affirm under oath at a hearing.

The Labor Council shall make a fair and impartial decision based on the information provided above. The Labor Council is not required to take every case to arbitration. Cases in which there is no reasonable chance of success may be denied. In such cases, the grievant shall be notified that their contractual remedies have been exhausted and that they have the right to take independent legal action if they wish to proceed further. In class action cases, the Union is free to proceed to arbitration or to make settlements that are fair and reasonable under the circumstances. It is understood that not all class members may favor a particular settlement.

That does not defeat or impair the Labor Council's authority to enter into class action settlements.

Positive Recommendation:

In the event of a positive determination, the AaNA Labor Program Director shall proceed to Step 4 of the Grievance procedure.

Selection of Arbitrator:

The Labor PD shall be the bargaining unit representative in charge of communication with the Administration concerning selection of arbitrators. Decisions regarding selection of arbitrators shall be at the discretion of the Labor PD, after consultation with informational sources such as labor attorneys, other Bargaining Unit officials both inside and outside the State of Alaska, and other persons familiar with arbitrators on the FMCS list.

Representation at Hearing:

The Labor PD shall represent the grievant at any level 4 Arbitration hearing, unless, in special circumstances, the PD recommends the retention of an attorney. The Labor Council shall approve or disapprove funding for such recommendations.

Duty of Fair Representation:

The Bargaining Unit is committed to its Duty of Fair representation. In evaluating grievances for possible Arbitration, the Bargaining Unit will not discriminate against any employee covered by the Bargaining Unit Agreement because of race, color, religion, national origin, age, gender, sexual orientation, marital status, political affiliation, veteran's status or handicap (provided reasonable accommodation can be made), nor membership or non-membership in the Bargaining Unit.

Decision is Final and Binding:

The Council's decision shall be final and binding on the Bargaining Unit and the grievant. However, the Council may reconsider its decision if, and only if, new evidence becomes known after the decision has been issued that may have caused the Council to decide the case differently. The final decision may not be appealed to the AaNA Board of Directors or any other AaNA committee or officer.

Adopted: 11 APR 1996
Reviewed: 10 APR 2002
Revised: 14 SEP 2004
Revised: 28 NOV 2006
Revised: 29 DEC 2009

13.0 UNION LEADERSHIP LEAVE BANK

Policy:

The Alaska Nurses Association Labor Council hereby establishes a Union Leadership Leave Account (ULLB) for use by elected leaders and members who participate in pre-approved United American Nurses, Labor Council, Providence Registered Nurses, RNs United Soldotna, and Ketchikan bargaining unit activities.

- The Labor Council ULLB shall be managed by the Labor Program Director under the direction of the Labor Council.
- The budgeted amount for the ULLB shall be established by the Labor Council on an annual basis through the budget preparation process.
- The individual utilizing the Labor Council ULLB shall be paid at their regular base rate of pay, or a predetermined rate for certain activities.
- It is the responsibility of the individual using the AaNA Labor Council ULLB to inform the AaNA, in writing, of their pay rate. AaNA does not monitor a nurse's pay scale, and new rates of compensation from the AaNA will go into effect only after notification from the individual receiving the payment. In all such cases, AaNA will not be liable for retro pay.

Individuals Eligible for ULLB Wages:

Individuals eligible for use of this fund will be Registered Nurses employed by Providence Alaska Medical Center, Central Peninsula General Hospital/Heritage Place, or Ketchikan General Hospital, serving in a leadership role or roles on behalf of the union. They shall be full dues paying members of the Alaska Nurses Association. They will generally be bargaining unit officers, Labor Council representatives, or individual members attending approved training and/or organizing projects.

Activities Eligible for Approved Wages:

- Negotiations table time, RN team members, in accordance with established policy;
- Membership recruitment and tracking, attendance at weekly local bargaining unit new hire orientation sessions, membership chair;
- Disciplinary conferences and other grievance and/or problem-solving meetings, grievance officers;
- Payment for phone "talk time" must be documented on the phone log with the LM-2 designation and a brief description of the conversation i.e. grievance investigation, or strategy planning with a grievant
- Meeting preparation, president and/or vice president;
- Preparation of meeting minutes, secretary;
- Fund-raising/accounting, treasurer;
- Members attending UAN/AaNA/local bargaining unit leadership organizational/training programs (authorized "hours" depending upon availability);

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- representing Labor Council at Anchorage Central Labor Council, Central Peninsula Labor Council, or Ketchikan Labor Council meetings;
- Twice monthly review and updating of unit bulletin boards;
- Development and/or posting of fliers;
- Maintaining E-mail communications system;
- Attendance, either in person or telephonically, at regularly scheduled meetings of the Labor Council, stipend set at \$35 per hour with a maximum of two hours per month
- Travel time to meetings, out of members local area, paid at \$35 per hour with a maximum of 8 hours each way.
- Other activities as approved by the Labor Council.

Expenses Eligible for Reimbursement:

- Telephone (or cell phone package)
- Mileage (pre-approval required)
- Meals
- Hotels

Ratification Bonus

It is understood that contract negotiation and ratification generally require time commitments of the table team which exceed the time spent in actual negotiations. This time is typically provided on a volunteer basis and not compensated. However, in order to recognize the efforts of team members and to encourage participation in additional bargaining-related activities, the Labor Council may, at its sole discretion, provide a ratification bonus to table team members who have participated in strategy meetings, town hall meetings, and most importantly, ratification meetings and the like. The Labor Council, at its sole discretion, may decide when and if such a bonus is appropriate, may set the amount of the bonus, and may prorate bonus amounts to individual team members based on their attendance at these additional functions. Finally, not all functions need to be weighted the same. For example, it is generally acknowledged that attendance at a single ratification meeting may be more important than attendance at a single strategy meeting. The decision to offer a ratification bonus, and the allocation of bonus funds to table team members is at the sole discretion of the Labor Council. Labor Council decisions are final and may not be grieved or appealed to any other body within the AaNA.

Procedure for Use of ULLB Account:

- Labor Council members and Local Unit officers shall be considered at will employees of the Alaska Nurses Association and are only in pay status when performing duties for which the AaNA provides hourly compensation. Members or officers shall fill out required federal forms for such employment.
- Individuals with on-going responsibilities shall be employed for those activities on an annual basis (from October to October, based on election cycle)

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- Individuals requesting leave for a specific meeting, training, or organizing project shall make such a request in writing to the Labor Program Director who shall consult with the Labor Council at this next meeting of the Council.
- Following the activity, individuals must file request for reimbursement leave within 30 days of the activity. Receipts must be attached to the reimbursement request form.
- For ULLB funds the individual leader will be responsible for submission of time sheets on a bi-weekly basis for approved work done on behalf of the local bargaining unit, including notation of the individual's regular straight time rate of pay. Time sheets are expected at the close of each pay period for work done in the prior 2 weeks.
- Each Labor Council member shall file a time sheet for their attendance at a Labor Council meeting, either in person or telephonically, at the end of each quarter (March, June, Sept. & Dec).
- Checks for time worked are processed through the AaNA payroll system.

Adopted: 28 NOV 2006.
Revised: 25 SEP 2007
Revised : 25 NOV 2008
Revised: 29 DEC 2009

14.0 LABOR PROGRAM INVESTMENT

Policy

This Investment Policy Statement (IPS) shall provide the Labor Council of the Alaska Nurses Association (hereafter AaNA-LC) with the principles and guidelines on which all future decisions relating to the management of assets in the Labor Program are guided. This statement is reflective of the responsibilities that exist between the Labor Council, Wells-Fargo Securities LLC, your investment advisor, and Daniel, Hewko & Tharp, the accountant.

The persons ultimately responsible for making all the decisions regarding the administration of the Labor Council account, including management of the assets and for carrying out this IPS on behalf of the AaNA Labor Council, shall be the AaNA Labor Council.

Key Contacts for the Plan:

1. Alaska Nurses Association Labor Council Chair
2. AaNA Executive Director
3. The Planning Group of Anchorage, Wells Fargo Securities

Frequency of Investment Policy Review:

Annually

Investment Selection Criteria:

It is the desire of the AaNA Labor Council to utilize conservative investment selections with a safety of principal being the highest investment priority. In keeping with the conservative needs of the AaNA Labor Council, the Council will invest the funds in a portfolio made of certificates of deposits (CD) with rolling maturities. The maturities should range from six months to no longer than three years. It is a requirement of The Council that each CD have FDIC coverage and that no one individual bank have more than \$100,000 of the corpus of the funds.

Further, when a CD comes due the Council instructs the investment advisor to place the monies in a money market fund pending a discussion of liquidity needs with the appropriate contacts. It is the intention of the Council that money not needed will be “rolled” to the next longest CD. The Council will employ the services of Wachovia Securities to purchase these CDs.

In an effort to insure that all of the bargaining units obtain similar competitive rates of return; the funds of the AaNA bargaining unit strike funds will be combined together with the Labor Council funds. The accountant retained by AaNA will be responsible for preparing sub account reports for the AaNA Labor Council and the three bargaining units located at Providence Alaska Medical Center, Central Peninsula General Hospital, and Ketchikan General Hospital (PeaceHealth).

Fees:

The Council will review plan cost and expenses once a year. Efforts will be made to ensure reasonable and competitive expense structures.

Performance Monitoring:

The Council shall review the results of all investment options on a yearly basis. The following criteria will be examined:

1. Changes in investment style of the accounts and sub-accounts
2. Changes in investment process of the accounts and sub-accounts

Adopted: 25 APR 2006.
Revised: 29 DEC 2009