

ALASKA NURSES ASSOCIATION  
Providence Registered Nurses (PRN)  
Local Bargaining Unit Rules  
Providence Alaska Medical Center  
Anchorage, Alaska

ARTICLE I – NAME

The name of this unit shall be the Providence Registered Nurses (PRN) Bargaining Unit, Alaska Nurses Association

ARTICLE II – OBJECTIVES

The objectives of the unit shall be to:

- A. Service the professional employee interests of the registered nurses employed at Providence Alaska Medical Center through education, legislation and other group activity.
- B. 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 Local Unit 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.
- C. Promote professional and social unity between registered nurses of Providence Alaska Medical Center and the entire profession.
- D. Promote 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 Providence Alaska Medical Center who are eligible to be members of a 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 have an observer at polling and tallying place.
  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 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 choice without interference, penalties, or disciplinary action.
- C. Obligations of individual members. Obligations of individual members in good standing shall include but not be 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.

2. Assessment fee payers have the right to participate in an advisory strike vote. Again, 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.
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. Assessment fee payers shall receive copies of the AaNA Labor Update newsletter.
5. 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 PRN recognizes that law requires that provisions must be negotiated and, as a result, membership language will differ from contract to contract.
  - c. 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.
  - d. 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.
  - e. 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.
  - f. 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.

E. Compliance

1. Authority. A member may be disciplined by AaNA for cause pursuant to and consistent with the AaNA bylaws.
2. Disciplinary Action
  - a. A member or officer may be expelled, 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 grievance officers, a health & safety officer and a member-at-large to the AaNA Labor Council, all of whom shall be 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.
3. Vacancies in any of this unit's offices may be filled by appointment by the majority 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, except the Nominating Committee.

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 group, and furnish committees with all papers referred to them. The secretary shall also 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.
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*. 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 Bargaining Unit leadership and the AaNA.
7. All officers, plus members and alternates to the Conference Committee and the Nurse Professional Practice Committee, shall meet as the *PRN Leadership Council*. This Council shall review and approve proposed policies and procedures for the operation of the PRN Bargaining Unit. They shall appoint standing and special committee members and make recommendations for other appointments or matters affecting the PRN Bargaining Unit.

## ARTICLE V – ELECTION AND VOTING

- A. Nominations.
  - 1. Candidates may be nominated to the ballot by self or another member at a regular meeting.
  - 2. All nominations will be with the agreement of the nominee.
  - 3. Write-in candidates will 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 and grievance officers being elected one year and the vice president, secretary, health and safety officer and Labor Council member-at-large the next.
  - 2. A term of office shall begin upon certification 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 an 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.
- D. Members shall be notified by newsletter, in-house mailboxes and/or posting on bulletin boards thirty (30) days prior to an election of officers.
- E. Elections shall be by secret ballot. Balloting may be conducted by mail.
- F. Each member of the unit shall be eligible to cast one (1) vote per issue.
- G. The election procedure shall follow the requirements of all applicable laws which govern the local unit.

- H. A majority of members voting shall constitute an election of officers.
- I. 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 days of election verification.
- J. The local unit shall conduct contract ratification votes at the request of the AaNA. All AaNA 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.
- K. When taking a strike vote at the request of the Alaska Nurses Association, a 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 AaNA members in good standing.
- C. Reporting. Committees shall report to the membership when requested.
- D. Committees.
  - 1. The Negotiating Committee shall be comprised 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)
    - a. This committee shall in the area of negotiations: Advise and assist the Alaska Nurses Association when the Association negotiates a contract with the employer.
    - b. Advise and assist the Association's efforts to see that the terms of the agreement are enforced.
  - 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:

- i. to verify the eligibility of candidates,
  - ii. secure a signed “consent to serve” form from each candidate,
  - iii. prepare the ballot,
  - iv. prepare the election notification notice,
  - v. count the ballots,
  - vi. rule on challenged ballots, and
  - vii. certify the election results.
3. 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.
  4. 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.
  5. The Rules Committee shall be appointed by the Leadership Council and shall receive all proposed amendments to the rules and submit amendments for action to the voting body of the unit.

#### 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 place/time via bulletin board, by electronic mail, in-house mailboxes, and/or newsletter.
- B. Special meetings may be called by the president or if requested by ten percent (10%) of the unit membership.
- C. Two officers and three members shall constitute a quorum at any meeting of this unit.

#### ARTICLE VIII – PARLIAMENTARY AUTHORITY



The rules contained in Robert's "Rules of Order, Revised" shall govern meetings of this unit in all cases in which they are not inconsistent with these rules.

#### ARTICLE IX – AMENDMENTS

- A. These rules may be amended at any regular meeting of the General Membership by a two-thirds 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 67 percent of all members voting.
- C. Amendments must be submitted to the AaNA Labor Council for approval.

These PRN Bargaining Unit Rules and Amendments shall become effective following ratification on 18 September 2014.

Original PRN Bargaining Unit Rules adopted: December 8, 1998

Amended: November 1, 1999

Amended: April 17, 2002

Amended: December 16, 2003

Amended: May 16, 2006

Amended: February 17, 2009

Amended: March 15, 2011

Amended: September 18, 2014

## Attachment A

### NEGOTIATIONS POLICY AND PROCEDURES

Members of the Negotiating Team shall be full members of the AaNA and the PRN Bargaining Unit.

They 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 communications skills.

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.

The president of the bargaining unit shall provide a slate of prospective Negotiating Team members to the Negotiating Committee for review and appointment.

The Negotiating Team shall be composed of at least three registered nurses in addition to the AaNA Labor Program Director, **General Counsel**

Every effort shall be made to represent all care sets. A rotating seat shall be set aside for special testimony, as necessary.

Adopted April 26, 2005