

K# 840230



1 **Affiliation Agreement Between**

2  
3 **Alaska Nurses Association**

4  
5 **And**

6  
7 **American Federation of Teachers, AFL-CIO**

8  
9 **April 6, 2015**

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16 I. Purpose and Objectives

17 A. The Alaska Nurses Association (AaNA) is the preeminent voice for nurses,  
18 patients and recipients of healthcare services throughout Alaska. Its mission  
19 is to advance and support the profession of nursing through  
20 organizational integrity, advocacy, professionalism, representation and  
21 empowerment. While AaNA enjoys a proud record of accomplishment as an  
22 independent statewide association, ongoing changes in healthcare finance,  
23 hospital mergers and acquisitions, corporate restructuring and downsizing,  
24 technological change, and the shift in decision making from the local level to  
25 distant corporate headquarters emphasize the necessity and urgency for  
26 increasing the capacity, influence, and reach of the AaNA in confronting these  
27 changes and threats to the nursing profession. Toward that end, following a  
28 deliberate process of rigorous research and due diligence, the AaNA hereby  
29 seeks to increase its capacity to achieve its mission, goals and objectives by  
30 entering into an organizational affiliation with the American Federation of  
31 Teachers (AFT).

32 B. The 1.6 million member American Federation of Teachers (AFT) is the largest  
33 and most experienced union of professionals in the AFL-CIO, with a national  
34 health care division (AFT Nurses and Health Professionals) comprised of  
35 113,000 members working in the health professions, including 85,000  
36 registered nurses, in 19 states. AFT, as defined through its official mission  
37 statement, "is a union that champions fairness; democracy; economic

38 opportunity; and high quality public education, health care, and public  
39 services for our students, their families, and our communities. We are  
40 committed to advancing these principles through community engagement,  
41 organizing, collective bargaining, and political activism, and especially  
42 through the work our members do." AFT welcomes affiliation with the AaNA  
43 as an opportunity to amplify the voice and increase the effectiveness of nurse  
44 members in the systems (Providence and Peace Health) where AaNA and  
45 AFT share representation, grow membership in AaNA and AFT through new  
46 organizing in Alaska, and increase the numbers, influence and effectiveness  
47 of organized nurses throughout the country.

48 C. This agreement is designed to create a strong partnership between AaNA  
49 and AFT for the purpose of enabling registered nurses in Alaska and  
50 throughout the United States to achieve and enjoy the voice, professional  
51 recognition, dignity, rewards and respect to which they are entitled. An  
52 important purpose of this affiliation is to enhance the resources available to  
53 AaNA for success in contract negotiations, legislative and policy  
54 advancement, workplace advocacy, public and community outreach, and new  
55 organizing. . Through this affiliation the partners affirm their commitment to  
56 advancing a solution-driven unionism in which the needs and interests of our  
57 members and those of the people and communities we serve are unshakably  
58 aligned.

59 II. Charter

60 A. Upon adoption and execution of this agreement by AaNA and AFT, AaNA will  
61 be affiliated with AFT and issued a charter, with all the rights, protections and  
62 responsibilities set forth in the AFT Constitution, as an AFT Regional Council  
63 and an AFT statewide local comprised of its current and future members and  
64 chapters. AFT hereby acknowledges the governing documents of the AaNA  
65 and expressly acknowledges AaNA's right to amend these governing  
66 documents in the future, consistent with the AFT Constitution. In the event of  
67 a conflict, the AFT Constitution and By-laws shall prevail.

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69 III. Organizational Autonomy and Mutual Obligations

70 A. AFT recognizes that AaNA has a proud and accomplished tradition of  
71 democratic governance, activism and advocacy on behalf of nurses in Alaska,  
72 and a purpose of this affiliation is to safeguard and promote its continuation  
73 and advancement.

74 B. Nothing in this Agreement alters AaNA's rights and practices with respect to  
75 ownership and control of assets, recruitment and direction of staff, or the  
76 determination of its own policies, actions, and governance as consistent with  
77 the AFT constitution. AFT recognizes that except as otherwise provided in  
78 this Affiliation Agreement, AaNA will continue to be governed by its  
79 Constitution and Bylaws.

80 C. All of the assets, tangible and intangible, wherever situated, which currently  
81 are the property of AaNA shall remain its property in perpetuity, including  
82 AaNA's name, copyrights, and trademarks. At all times the funds and

83 property of AaNA shall remain under the direction and control of the properly  
84 constituted officials of the AaNA in accordance with its governing documents  
85 and applicable laws.

86 D. AaNA retains the exclusive right to create, change or abolish staff positions;  
87 hire, direct and terminate personnel; and retain attorneys and professional  
88 consultants of its choosing.

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90 VI. Services, Rights, Benefits and Responsibilities of Affiliation

91 A. Immediately upon adoption of this agreement by the parties AaNA shall be  
92 eligible for full membership, governance, and participatory rights in the AFT  
93 and AFT Nurses and Health Professionals on the same basis as all other AFT  
94 affiliates, including but not limited to the election of delegates with voice and  
95 vote to AFT national conventions. AaNA members will be eligible, on the same  
96 basis as all AFT affiliates, for appointment to all relevant national policy and  
97 advisory bodies.

98 B. Each AaNA member shall have full rights of membership in the AFT, including  
99 but not limited to the right to hold office, the right to participation and  
100 representation at national conventions and the right to participate in  
101 committees and attend meetings in accordance with the AFT constitution.

102 C. AaNA shall have the option to purchase coverage for its members under the  
103 AFT Professional Liability and Legal Action Trust on the same basis as all  
104 affiliates of the AFT.

- 105 D. AaNA and its members shall be eligible for all such services, resources,  
106 benefits, publications and assistance as are provided to all affiliates and  
107 members of AFT.
- 108 E. Upon affiliation, the AFT President will appoint a representative of AaNA to  
109 serve on AFT's RN and Healthcare Program and Policy Councils. AFT will  
110 pay travel expenses (transportation and accommodations) in connection with the  
111 AaNA representatives' participation at meetings of these councils.
- 112 F. AaNA shall be eligible immediately for grants from the AFT Defense Fund to  
113 help defray the costs of defending job security rights on the same basis as all  
114 AFT affiliates.
- 115 G. AaNA shall be eligible immediately to participate in the AFT Solidarity Fund on  
116 the same basis as all AFT affiliates.
- 117 H. Immediately upon affiliation, members of AaNA shall be eligible to receive  
118 benefits through the AFT Militancy/Defense Fund on the same basis as  
119 members in all AFT affiliates.
- 120 I. AaNA members shall be eligible to participate in AFT optional service and  
121 benefit programs such as insurance plans, discount and credit card programs,  
122 and legal referral services on the same basis as all AFT members.
- 123 J. AaNA officers, directors and employees shall be eligible for bonding on an  
124 annual basis as provided ordinarily to officers of other AFT affiliates.
- 125 K. AaNA officers, directors and employees shall be protected under AFT's Union  
126 Officers' Liability insurance covering alleged violations of the duty of fair

127 representation, errors and omissions, and wrongful acts and negligence on the  
128 same basis as all AFT affiliates.

129 L. AaNA agrees to maintain full affiliation at all times with respective AFL-CIO  
130 bodies at the state and local levels in accordance with the AFT Constitution.  
131 AFT shall pay national AFL-CIO full per-capita on AaNA's full collective  
132 bargaining membership.

133 M. Immediately upon affiliation with the AFT, AaNA shall be eligible for all of the  
134 organizational protections and procedures under Article XX and XXI of the  
135 AFL-CIO Constitution. AFT will bear the full cost of protecting and defending  
136 AaNA's jurisdictional and representational rights under these procedures.  
137 Immediately upon affiliation, AaNA will qualify for access, on the same basis  
138 as provided to all AFT affiliates, to AFT resources, programs and services  
139 including, but not limited to: organizing assistance, leadership development  
140 and training, research for collective bargaining, information technology, digital  
141 communications, professional issues and such specialized professional  
142 assistance as may be requested and appropriate.

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144 VIII. Dues and Financial Assistance

145 A. Upon ratification of this agreement, AaNA agrees to pay AFT the full monthly  
146 per-capita on all active members and fee payers according to the differential  
147 rates specified in the AFT constitution. Based on the composition of AaNA's  
148 active membership with respect to hours scheduled and income derived as  
149 determined according to Article III section 6 of the AFT constitution, AaNA's  
150 adjusted full dues equivalent rate equals 78% of AFT's full per-capita amount

- 151 B. In order to effect a smooth affiliation transition, AFT will provide financial  
152 assistance to AaNA according to the following schedule:
- 153 1. Year 1: AFT will provide monthly financial assistance to AaNA in an  
154 amount equal to 80% of per-capita due and paid
  - 155 2. Year 2: AFT will provide monthly financial assistance to AaNA in an  
156 amount equal to 60% of per-capita due and paid
  - 157 3. Year 3: AFT will provide monthly financial assistance to AaNA in an  
158 amount equal to 40% of per-capita due and paid
  - 159 4. Year 4: AFT will provide monthly financial assistance to AaNA in an  
160 amount equal to 20% of per-capita due and paid
  - 161 5. The above schedule of transitional financial assistance includes and  
162 constitutes all rebates payable to AaNA under the AFT constitution or  
163 any other AFT financial assistance program
  - 164 6. Starting with the forty-ninth month of the effective date of this  
165 agreement, and continuously thereafter, AaNA shall continue to pay  
166 full AFT per capita at the adjusted full dues equivalent rate, and the  
167 affiliation shall be permanent. Also commencing with the 49th month  
168 following affiliation, AaNA will receive monthly solidarity fund  
169 allocations (currently 88 cents per full dues equivalent per month) and a  
170 constitutional rebate, currently 20 cents per full dues equivalent per  
171 month, as mandated in the AFT constitution.

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173 VIII. Special Organizational Assistance

- 174 A. AFT agrees to provide and conduct onsite training, as  
175 requested and mutually determined, in areas such as internal mobilization,  
176 leadership development, contract enforcement, research, information and  
177 digital, community and political outreach and other union building skills for  
178 AaNA activists. Upon affiliation, AaNA and AFT representatives will confer to  
179 develop a plan and schedule for conducting these trainings.
- 180 B. AFT will provide financial assistance – as permitted by law -- for AaNA  
181 members to attend various AFT functions such as the AFT Nurses and Health  
182 Professionals Professional Issues, Collective Bargaining, Organizing,  
183 Legislative and Political, and Communications conferences, and similar  
184 meetings and conferences as mutually determined according to the following  
185 schedule:
- 186 i. Year 1: AFT to pay travel and registration costs for up to 6 AaNA  
187 members for purposes of attending conferences outside Alaska  
188 sponsored by the AFT for each approved conference
  - 189 ii. Years 2 through 4: For each participant at an AFT-sponsored  
190 conference outside Alaska for whom AaNA covers the costs, AFT  
191 will pay the travel expenses for an additional AaNA member, up to  
192 a total of 5 reimbursed by AFT for each approved conference
- 193 C. AFT agrees to offer access to affordable group health care coverage, for  
194 purchase by AaNA, for staff and officials in AaNA's employ.
- 195 D. By no later than 60 days following the adoption of this agreement, AaNA  
196 representatives will meet with AFT's Director of Healthcare organizing to

197 identify opportunities for new organizing in Alaska. The purpose of these  
198 consultations is to identify potential units for new organizing and develop a  
199 detailed organizing plan, including an assessment of needs and  
200 organizational capacity and a determination of such financial and staff  
201 resources as may be required for achieving success. Organizing initiatives  
202 under this approved plan will be conducted through the establishment of a  
203 joint AaNA/AFT Organizing Project.

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205 VIII. Approval, Modification and Disaffiliation

206 A. This Affiliation Agreement becomes effective immediately upon adoption and  
207 execution by the parties following their respective constitutional procedures.

208 B. No provision of this Agreement may be modified or amended in any respect  
209 except by mutual agreement of the parties.

210 C. AaNA shall have the right to dissolve this affiliation – in the same manner and  
211 through the same processes followed in adopting the affiliation – at any time  
212 during the first forty-eight months following ratification, provided that notice of  
213 intent to dissolve the affiliation is transmitted in writing to the AFT President at  
214 least 60 days prior to the effective date of the proposed dissolution. During  
215 this period the parties pledge to make every effort in good faith to work to  
216 resolve any potential differences between them, and AFT will be given the  
217 opportunity to address the officers and Executive Board and Annual or  
218 Special Meetings of AaNA in order to attempt to resolve such issues as may  
219 separate the parties.

220 IX. Severability

221 Should any provision of this Agreement be held invalid by any court in final  
222 jurisdiction, such illegally held provision shall be severed from the remainder of  
223 this Agreement and all other provisions shall remain in full force and effect. Upon  
224 written request of any of the parties negotiations shall commence to resolve any  
225 difficulties arising from any such severed provision.

226 X. Resolution of Disputes Pertaining to this Agreement

227 This Agreement will be interpreted in accordance with the laws of the District of  
228 Columbia. In the spirit of unity, the parties agree to make every effort to  
229 resolve disputes arising out of the interpretation of, or compliance with, the  
230 terms and conditions of this Agreement, through good faith discussion  
231 between the parties. In the event disputes regarding the interpretation or  
232 meaning of this Affiliation Agreement remain unresolved by such good faith  
233 discussions such disputes may be arbitrated by an arbitrator to be selected  
234 from a list of arbitrators to be supplied by the Federal Mediation and  
235 Conciliation Service. Any arbitration proceeding shall be held in Seattle, WA  
236 unless the parties mutually agree to a different location.

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238 For Alaska Nurses Association

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240 By Donna Phillips, Labor Council Chair

241 Date of Approval 4-6-2015

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243 For American Federation of Teachers/AFL-CIO

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245 By \_\_\_\_\_

246 Date of Approval \_\_\_\_\_

**Side Letter Agreement  
Health Insurance Costs**

Within thirty (30) days of the execution of the Affiliation Agreement by AFT and AaNA, AFT will facilitate the purchase of a health insurance policy, for up to three AaNA employees. AaNA will pay the first \$500.00 for each employee individual/family plan and the AFT will contribute up to \$300.00 toward the health care costs of said plan for each employee.

Should the affiliation remain intact, AFT's contribution will expire 48 months after the execution date of the Affiliation Agreement. In the event that AaNA dissolves the affiliation, pursuant to Article VIII of the Affiliation Agreement, AFT's contribution shall cease immediately.

For Alaska Nurses Association

By: Donna Sullivan, Labor Council Chair  
Date: April 6, 2015

For American Federation of Teachers/AFL-CIO

By: \_\_\_\_\_

Date: \_\_\_\_\_