

**NATIONAL NURSES UNION
AGREEMENT OF CONSOLIDATION AND AFFILIATION
SUMMARY DESCRIPTION
PREPARED BY
ALAN J. MCDONALD, MNA GENERAL COUNSEL
SEPTEMBER 2, 2009**

The Massachusetts Nurses Association (MassNA)¹, the United American Nurses (UAN) and the California Nurses Association/National Nurses Organizing Committee (CNA/NNOC) have negotiated an Agreement of Consolidation and Affiliation (ACA), subject to ratification by the membership of each, as the foundation document for a new national union to be known as the National Nurses United (NNU). I have advised MassNA that the public dissemination of the ACA, particularly to other labor organizations outside the NNU, would be potentially prejudicial to the interests of the NNU. In lieu of distribution of the ACA, I have summarized below the material components of the ACA. Any member who would like to review the ACA in its entirety may do so by contacting Robin Gannon at MNA headquarters in Canton to make arrangements for such review.

1. Article I, Form of Affiliation, identifies MassNA, UAN and CNA/NNOC as the founders of the NNU under the terms of the ACA and Founding Constitution, and establishes the NNU as an unincorporated association under the laws of the District of Columbia.

2. Article II, Effective Date, establishes December 4, 2009 as the approximate birth date of the NNU. The actual effective date will be the date the founding convention, to be held in early December 2009, concludes. This Article also makes clear that if either the UAN or CNA/NNOC fails to approve the ACA, it will automatically be deemed null and void as to all parties. It provides, as well, that if the MassNA Convention and balloting in conjunction therewith fail to approve participation in the NNU, the ACA will be null and void as to MassNA.

3. Article III, Convention, schedules the Founding Convention of the NNU as December 8, 2009, and designates the purposes of that Convention as (1) adoption of the Constitution without amendment; (2) nomination of a Secretary-Treasurer; (3) affirmation of the identity of the three (3) presidents and eleven vice-presidents as per the Constitution and (4) formal adoption of the dues policy, a copy of which is attached hereto as Exhibit B. This Article also provides for a second Convention to be held in 2011 to establish the composition of an Executive Council through an amendment to the

¹ The Massachusetts Nurses Association is identified as MassNA to distinguish it from the Michigan Nurses Association, an affiliate of the UAN, which, like Massachusetts, has identified itself historically as MNA.

Constitution so that the members of an Executive Council may be elected at the 2012 Convention.

4. Article IV, The Founding Constitution And The ACA, makes clear that if there are any conflicts between the Constitution and the ACA, the terms of the ACA prevail. It also provides that any amendment to the Constitution prior to the 2011 Convention would require a seventy-five percent (75%) vote of the delegates to a Special Convention called pursuant to the Constitution.

5. Article V, NNU Structure and Governance, identifies the NNU Convention as the highest governing body of the NNU, with jurisdiction and duties as set forth in the Constitution. It also creates an Executive Council to be comprised of the three (3) presidents from the Council of Presidents, with one member appointed by each of MassNA, UAN and CNA/NNOC; a Secretary-Treasurer, and eleven Vice-Presidents, six (6) of whom will be appointed by CNA/NNOC, two (2) of whom will be appointed by the Minnesota Nurses Association; one (1) of whom will be appointed by MassNA; one (1) of whom will be appointed by the Michigan Nurses Association and one (1) of whom will be elected by the remaining UAN affiliates.

6. Article VI, NNU Affiliates, provides that (1) on the Effective Date of the NNU, MassNA and all UAN affiliates will become Affiliates of the NNU with jurisdiction consistent with Article VIII.B of the ACA; (2) where jurisdictional overlaps occur, NNU Affiliates will negotiate over resolution of jurisdictional issues; (3) NNU will provide staff support and other resources to assist Affiliates with organizing, collective bargaining, training, education, research, safety and health, legal issues, communications, legislative, political and regulatory work, practice issues and additional support when other significant problems or opportunities arise; and (4) all Affiliates joining NNU after the Effective Date must consist of a majority of RN's and must not retain a permanent affiliation with another national labor organization.

7. Article VII, NNU Membership, provides that as of the Effective Date all MassNA, UAN and CNA/NNOC members in good standing, and without any delinquency in financial obligations to their respective organizations, will become members of NNU. Members of any of these organizations who are delinquent as of the Effective Date may become members of NNU upon payment of their delinquencies.

8. Article 8, Organizing Principles, deals with several aspects of existing and prospective organizing issues. More importantly, it establishes several discrete principles to guide organizing of new members. Those principles are (a) newly organized members will be become members of the Affiliate with historical jurisdiction of those members, provided that the Affiliate is willing and able to represent them; (b) where no Affiliate has historical jurisdiction, preference will be given to representation by a willing and able Affiliate with contiguous or

nearby jurisdiction and/or by an Affiliate that already represents members in the same hospital system or chain; and (c) where neither (a) nor (b) applies, the Executive Council may create a new Affiliate, including a regional Affiliate or bargaining council. The Article also encourages voluntary discussion and resolution of actual or potential jurisdictional disputes by the involved Affiliates wherever possible, subject to oversight of the Executive Council if resolution cannot be achieved.

9. Article IX, Collective Bargaining Representation, resolves certain issues related to national representational rights between UAN and CNA/NNOC, and provides that the NNU will act as national bargaining agent for nurses organized in national units. Importantly, it also establishes as inviolate the rights of MassNA and all other Affiliates over bargaining units represented by them including rights, privileges, benefits, authority, duties and responsibilities under any collective bargaining agreements also including, without limitation, the right to dues and authorizations of their members.

10. Article X, Finances, sets forth the obligation to pay dues as per the NNU dues policy. Although this Article obligates CNA/NNOC and the UAN to make significant capital contributions to the NNU in addition to the payment of NNU dues, MassNA's obligation is limited to dues payments. This Article also obligates NNU to pay to the national AFL-CIO monthly per capita payments for affiliation; those payments also do not require any further payments from members of MassNA beyond the dues payments. Finally, this Article provides that a substantial amount of the NNU budget will be committed to organizing activities, that amount to be determined in accordance with the normal budgetary process.

11. Article XI, NNU Staff, Offices And PAC, deals with the hiring of NNU staff and requires that staff functions are to include organizing, representation, legislative/political activities, communications, research and administration. The Article also provides that compensation for the three (3) Presidents will be established by the Executive Council, that NNU offices will be maintained in Washington D.C. and Chicago, and that there will be a single national PAC.

12. Article XII, AFL-CIO, states that NNU will be affiliated with the AFL-CIO and will seek continued representation on the AFL-CIO Executive Council.

13. Article XIII, General Provisions, contains a set of obligations to be undertaken by UAN and CNA/NNOC that do not involve MassNA. In addition, it contains boilerplate language covering the law to be applied to the enforcement of the ACA, the inability of any party to assign its rights under the ACA, the reservation of rights against waiver, and the veto power of each party over amendments to the ACA. It also commits NNU to explore the implementation of a national Taft-Hartley pension plan.

14. Article XIV, Dispute Resolution, provides that disputes prior to the Effective Date are to be resolved through voluntary discussion without resort to any judicial intervention, and allows any party to revoke its acceptance of the ACA by written notice to the others at any time up to the Effective Date. It also provides for the right of withdrawal for MassNA and other Affiliates at any time after the Effective Date through thirty (30) days written notice of intent to do so, and prohibits the imposition of any other obligations at the time of withdrawal beyond payment of dues owed to the date of withdrawal.

15. Article XV, Approval Procedures, sets forth the terms by which the parties are to approve or disapprove of participation in NNU. With respect to MassNA, approval must come through a vote of the membership at the annual business meeting in the fall of 2009.

EXHIBIT B

DUES POLICY

NOW THEREFORE BE IT RESOLVED that the 2009 Convention approves the following dues policy, which shall be effective immediately.

1. UAN/NNOC Affiliates will send dues to the UAN/NNOC in the amount of \$136.40 per member per year.
2. This dues amount will be increased on January 1 of each year by an annual automatic escalator of 2.5% beginning on January 1, 2011.
3. The dues amount will be the same for full-time and part-time collective bargaining members.
4. Payment of UAN/NNOC dues will continue to be governed by Article VII.B of the UAN Constitution.