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June 25, 2007

Thomasenia P. Duncan
General Counsel
Federal Election Commission
999 E Street, NW
Washington, DC 20463

AOR 2007-13

Dear Ms. Duncan:

I am writing on behalf of the United American Nurses, AFL-CIO ("UAN") to request an advisory opinion concerning the application of the Federal Election Campaign Act ("the Act") to UAN's relationship with the American Nurses Association ("ANA") as it pertains to UAN's anticipated sponsorship of a connected federal political committee, referred to in this submission as "UAN PAC."

UAN is an unincorporated national labor organization organized under Section 501(c)(5) of the Internal Revenue Code. It has 102,000 individual members, all of whom are registered nurses ("RNs") represented in collective bargaining by UAN or its subordinate affiliated bodies ("Affiliates"), principally including State Nurses Associations ("SNAs"). The SNAs are legally and functionally the same as local unions of other labor organizations, and with their parent UAN and its other Affiliates they comprise a traditional integrated national union structure in conformance with federal labor law. UAN was created in 1999 by RNs represented in collective bargaining within ANA. In 2003 ANA was restructured and UAN became an independent and entirely self-governing body, and it has operated as such since then.

Unlike UAN, ANA is a non-stock District of Columbia corporation organized under Section 501(c)(6), operating as a national professional organization dedicated to advancing the standing and interests of RNs generally, including nurse managers and supervisors whose interests are often at odds, both legally and practically, with those of the collective bargaining nurses represented by UAN. ANA is a loose confederation of 75 disparate nursing-related organizations, including UAN, that have varying statuses and roles with respect to ANA. The "members" of ANA's federated structure include, among others, UAN and 54 Constituent Member Associations ("CMAs"), half of which are SNAs that engage in collective bargaining and are also UAN Affiliates insofar as they so engage. ANA largely eschews recognizing individual RNs as members, but counts approximately 155,000 RNs as connected in some manner with its associated organizations.

ANA is the connected organization of American Nurses Association PAC ("ANA PAC"), a registered political committee. ANA PAC is operated by a Board of Trustees that includes no

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representation from UAN, and UAN exercises no direction or control over ANA PAC otherwise. In March 2007 UAN's highest governing body, the National Labor Assembly ("NLA"), adopted a resolution to establish a UAN-connected federal political committee that will "raise money, endorse candidates, and build strong allies in the legislature." UAN Resolution 2007-14.¹ As stated in this resolution, UAN "has differing political and legislative agendas from the [ANA]," it "needs to become its own political entity to represent unionized registered nurses nationally," and in order "to represent UAN's unique perspective it must promote its own political agenda." UAN intends to exercise exclusive direction and control over UAN PAC.

ANA PAC has stated with respect to UAN's decision to create UAN PAC that an ANA resolution adopted in 2002 expressed "the policy of the ANA House of Delegates that there shall be only one Political Action Committee representing ANA," "[a]t that time, the UAN was a structural unit of the ANA and was covered by that policy," but "[n]ow, of course, the ANA and UAN are autonomous organizations, and the UAN is not bound by the sentiment of the ANA House of Delegates." "Dear Colleague" Letter from JoAnne Penn, MA, RN, BC, Chair, ANA PAC (undated).²

UAN believes that UAN and ANA are *not* affiliated within the meaning of the Act, and so their respective political committees would not be affiliated with each other either. UAN requests the Commission's confirmation that, in light of the following facts and intended course of action, this conclusion is correct, and that, accordingly, contributions by UAN PAC and ANA PAC would not be aggregated for purposes of the Act's contribution limits.

FACTUAL BACKGROUND

In order to convey why UAN and ANA are not affiliated under the Act, it is necessary to relate in some detail how the collective bargaining RNs within ANA created the UAN eight years ago; how the distinct roles and purposes of UAN and ANA caused their governance and operations increasingly to diverge; and how, in 2003, UAN and ANA ultimately agreed to restructure their relationship so as to render UAN a fully independent and self-sustaining organization.

I. ANA and the Creation of UAN

¹ UAN resolutions may be found at www.uannurse.org/who/resolution.

² This letter is Exhibit 1 to this submission. The other exhibits, which are discussed below, are the Autonomy and Affiliation Agreement Between American Nurses Association and United American Nurses, AFL-CIO and its nine Attachments (Exhibit 2 and Attachments A through I); the UAN Constitution (Exhibit 3); the ANA 2000 Bylaws (Exhibit 4); and the ANA 2005 Bylaws (Exhibit 5). Exhibit 2's nine attached documents are labeled as Attachments A through I for the Commission's convenience, because only some of them were accorded any numeration in their original attachment to the UAN-ANA Agreement.

ANA was founded in 1896 and has been a District of Columbia non-profit corporation since 1917. ANA 2005 Bylaws, pgs. ii, iii. ANA is “the only full-service professional organization representing the nation’s 2.9 million registered nurses (RN’s) through its 54 CMAs. The ANA advances the nursing profession by fostering high standards of nursing practice, promoting the economic and general welfare of nurses in the workplace, projecting a positive and realistic view of nursing, and by lobbying the Congress and regulatory agencies on health care issues affecting nurses and the public.” www.nursingworld.org/about. ANA’s 75 associated entities include the 54 CMAs; UAN and the Center for American Nurses as “Associate Organizational Members”; 16 “national nursing organization[s]” as “Organizational Affiliates”; and three “Related Entities,” including a nursing foundation, a nursing academy and a nursing credentialing association. See www.nursingworld.org/affil; www.nursingworld.org/about/faq.

Over the years, 27 – exactly half -- of the CMAs have been considered “labor organizations” within the meaning of the National Labor Relations Act (“NLRA”), 29 U.S.C. § 152(5), which regulates workers’ efforts to organize into unions and labor-management relations in the private sector, or comparable laws that regulate these matters for federal, state or local public employment. As discussed more fully below, insofar as they engage in collective bargaining these bodies are UAN “Affiliates” and the RNs they represent in bargaining are eligible for UAN membership. Those CMAs’ non-bargaining-represented RNs are ineligible to join UAN, and the other 27 CMAs are not considered labor organizations under any labor-management laws, although some include subsidiary units that are.

ANA itself, however, has never made union representation of RNs a significant focus, instead maintaining priorities that concern other aspects of nursing and health care. By the late 1990s, however, as more RNs organized for purposes of collective bargaining, labor-management conflict in the health care industry increased, the industry grew more complex and its ownership more concentrated, the need to unite and strengthen the SNAs that engaged in bargaining and the RNs whom they represented became acute.

In order to address these circumstances, RNs represented for collective bargaining within ANA came together to create UAN in June 1999 as a “national labor entity” and “an autonomous labor body within [ANA] that will establish and implement a progressive, ambitious national labor agenda as well as develop labor policy for the organization.” ANA Press Release, “United American Nurses Announces Founding Members” (Nov. 5, 1999) (“ANA Nov. 5, 1999 PR”).³ UAN would serve as the national union for the SNAs that engaged in bargaining. “ANA Creates New ‘House’ for All Nurses,” ANA *Nursing World* (December 1999). And, in recognition of UAN’s legal identity as a national labor organization subject to federal labor law, ANA accorded UAN status as “an organized body of ANA that shall be autonomous with respect to all matters

³ ANA press releases and other ANA materials cited in this submission may be found at www.nursingworld.org.

that are required by law to be addressed by an insulated labor body.” ANA 2000 Bylaws, Art. VIII, Sec. 6(a).

II. Initial Period of UAN Operations

A. UAN’s Initial Constitutional Relationship to ANA

Upon its creation, UAN was to be largely governed through democratic processes that empowered the individual RNs within the union SNAs, rather than through decisions emanating from ANA. Union SNAs could join UAN as “members,” and those whose bylaws permitted them to engage in bargaining but did not yet do so could join UAN as “associates”; in either case, joining UAN was optional. ANA 2000 Bylaws, Art. VIII, Sec. 5. In short order, 16 SNAs joined UAN as members, and four other SNAs joined UAN as associates. ANA Nov. 5, 1999 PR.

From the start, UAN’s highest governing body was the NLA, which was comprised of delegates elected by individual RNs – in both cases, only RNs represented in collective bargaining -- from SNAs according to a formula that entitled each SNA to one delegate for up to 1,000 RN members, plus one delegate for every additional 1,000 RN members who were represented in collective bargaining. ANA 2000 Bylaws, Art. VIII, Sec. 8(a)-(d). The NLA had authority to develop labor policies for UAN members, levy monetary assessments on members, collect, analyze and disseminate labor data, and develop UAN’s strategic plan. Art. VIII, Sec. 8(h). The NLA convened “in conjunction with but not concurrently to” the annual meeting of ANA’s highest governing body, the House of Delegates (“HOD”). Art. VIII, Sec. 8(g).

The NLA also elected, from among UAN-represented nurses, UAN’s Executive Council (“UAN EC”), which was comprised of a Chair, a Vice-Chair, a Secretary-Treasurer and four directors. Art. VIII, Secs. 8(h), 9. The UAN EC would meet at least twice a year and act on behalf of UAN between NLA meetings. Art. VIII, Sec. 9(d) and (g). The UAN EC set UAN priorities, policies and procedures, determined membership status within UAN, appointed committees and task forces, and resolved internal disputes. Art. VIII, Sec. 9(d).

At this time, UAN’s autonomy from ANA was circumscribed, however. The ANA Executive Director had authority to “manage” UAN, including implementing NLA and UAN EC policies, Art. VIII, Sec. 6, and appointing a UAN Program Director. Art. VIII, Sec. 9(d)(10)-(11). Additionally, ANA provided UAN with staff and financial support based on a UAN budget approved by the ANA BOD. And, in the event of any conflict between UAN and ANA, the UAN EC and its counterpart, the ANA Board of Directors (“BOD”), were to “enter into a mutually agreed upon conflict resolution process.” Art. VIII, Sec. 9(d)(12).

B. UAN's Organizational and Programmatic Initiatives

At its first meeting, convened in June 2000, the UAN NLA elected UAN's national officers and adopted "Operating Guidelines" that essentially tracked new Art. VIII of the ANA Bylaws. See UAN Resolution 2000-17. The NLA also directed the UAN EC to work toward the goal of *requiring* that all collective bargaining affiliates of ANA become UAN affiliates. UAN Resolution 2000-9. And, the NLA adopted a strategic plan that focused on strengthening UAN's reach and effectiveness as a national nurses union, enhancing individual RN participation in the union, and influencing ANA policies on labor matters. UAN Resolution 2000-18.

The NLA also launched several important programmatic initiatives, including a broad legislative program, a national organizing strategy, and a national bargaining committee. UAN Resolutions 2000-8, -11, -12 and -16. The NLA established National Bargaining Councils that were distinct from the SNAs: one for RNs employed by the federal Department of Veterans Affairs, and others that would represent newly organized RNs in states where there was no UAN SNA. The NLA also voted to request ANA to double UAN's organizing budget the following year. UAN Resolution 2001-5.

C. UAN's Direct Affiliation With the AFL-CIO

The initial NLA meeting in 2000 also set a goal of obtaining for UAN a charter from the AFL-CIO, the national labor federation, as a direct affiliate. UAN Resolution 2000-21. The UAN quickly succeeded: in May 2001 the AFL-CIO Executive Council authorized the issuance of the charter and in June the NLA voted to accept it. UAN Resolution 2001-1. That charter was granted only to UAN, not ANA.⁴

The NLA also voted to change the titles of UAN's chief officers from "Chair" and "Vice Chair," the terminology used by the ANA, to "President" and "Vice President", respectively, in order to "accurately reflect the magnitude of [their] responsibility" and to "correspond to similar leadership positions in other AFL-CIO unions and [be] readily understood in the House of Labor." UAN Resolution 2001-12.

D. UAN's Increasing Success as a National Labor Organization and Desire for Independence from ANA

Between 1999 and 2002, as UAN enjoyed increasing operational and programmatic success and integration into the national labor movement, UAN's leadership came to the conclusion that UAN could be far more effective if it became fully independent from ANA, while retaining a collaborative relationship with it. Endorsing that aspiration, the NLA in 2002

⁴ The AFL-CIO charters only national and international labor organizations whose principal function is collective bargaining representation. ANA, as a professional organization, was and is ineligible for a charter, and the AFL-CIO charter here was granted only to UAN.

voted to develop a distinct UAN constitution and called for amendments to Article VIII of the ANA 2000 Bylaws so as to require that all CMAs that engaged in collective bargaining affiliate with UAN as "their national collective bargaining organization" (while supporting the CMAs' continued "dual affiliation" with ANA as "their professional association"), modify UAN's financial relationship with ANA, and undertake other "restructuring" measures that would make UAN "a strong, self-governing, truly competitive national union with its own finances, governance, staff, and direction." UAN Resolution 2002-4. The NLA also voted to extend membership in UAN to nurses who were solely represented by UAN National Bargaining Councils and not by CMAs, and to assume complete control from ANA over the position of UAN Program Director (re-titled as "National Director"). UAN Resolution 2002-5.

III. The UAN-ANA Autonomy and Affiliation Agreement

A. Entry Into the Agreement

Following the 2002 NLA meeting, the respective officers of UAN and ANA undertook extensive negotiations that culminated in a joint accord at the end of 2002 to substantially alter their relationship, upon approval by the respective governing bodies. The two organizations "concluded negotiations to restructure the UAN as a fully autonomous national labor organization, affiliated with the ANA, with its own governance, finances, direction and staff," under "an historic agreement that redefines their relationship in order to improve the representation of nurses in collective bargaining and raise the standards of the entire nursing profession." UAN Executive Council, "Resolution Approving Autonomy and Affiliation Agreement and Related Documents" (December 2002).

The parties agreed that, for at least five years, UAN would continue a relationship with ANA as a fully autonomous national labor organization associated with ANA as an "Associate Organizational Member" ("AOM"), an associated-organization category newly recognized by ANA. ANA Press Release, "American Nurses Association Moves Forward with Plan for New Structure" (Jan. 22, 2003). Separately, ANA recognized a non-bargaining entity, Workplace Advocacy – later renamed the Center for American Nurses ("CAN") -- as another AOM to "represent the workplace interests of nurses who do not participate in collective bargaining." *Id.* As ANA explained at the time, under ANA's "restructuring" UAN and CAN "attain their independence as autonomous organizations while remaining connected to the ANA." ANA Press Release, "ANA House of Delegates Approves New Structure to Better Meet the Needs of Nation's Nurses" (June 30, 2003). And, because UAN was just beginning its operation separate and apart from the ANA, it agreed to purchase from ANA, at market value, a variety of administrative services, detailed in related agreements, for a specified monthly fee.

The details of the new structure were set forth in a contract, the "Autonomy and Affiliation Agreement Between American Nurses Association and United American Nurses, AFL-CIO" ("UAN-ANA Agreement"). This contract was adopted in January 2003 by the UAN NLA at a special meeting, and in June 2003 by the ANA BOD at its regular meeting. Effective

on July 1, 2003, this contract remains the controlling document as to the terms of the UAN-ANA relationship. The UAN-ANA Agreement extends until at least July 1, 2008, and it may continue indefinitely thereafter. The contract would terminate on or after that date only six months after either party's written notice of termination to the other. Termination would leave both organizations completely independent from each other.

B. Independence of UAN from ANA

In restructuring their relationship, UAN and ANA agreed to define their future relationship under a new, arm's-length contract that rested on two basic premises concerning UAN: first, that it would be "an autonomous, self-governing national labor organization, connected to ANA as its only Associate Organizational Member (AOM) for collective bargaining," and second, that "UAN would be a strong, self-governing, truly competitive national union with its own governance, finances, direction, and staff." UAN-ANA Agreement, pg. 1. The parties intended that UAN would "not [be] subject to control by ANA," and would "collect its own dues, have its own financial accounts and control its own finances...Governance will be independent. The UAN will have its own constitution and bylaws; the UAN will employ its own staff; set its own policies and priorities, determine its own public relations, along with other necessary decisions to integrate fully into the labor movement, become a major organizing and collective bargaining force and support the nurse leaders and state members across the country." UAN, "Frequently Asked Questions Regarding the [UAN-ANA Autonomy Agreement]" (FAQ), Question 9 (Jan. 6, 2003).

Accordingly, the UAN-ANA Agreement specified that "UAN, AFL-CIO shall be a wholly autonomous, self-governing labor organization, affiliated with ANA, as the only Associate Organizational Member of ANA for collective bargaining." Sec. 1. As such, "UAN shall in all respects have its own governing documents, establish and implement its own policies, and be fiscally and administratively autonomous," with its "purposes, functions and governance ... defined by its own Constitution and Bylaws, including but not limited to" organizing nurses, engaging in collective bargaining, pursuing "an effective national labor agenda," "providing self-governance as a national labor organization under the leadership of elected nurse members," "serving as the national labor organization for the CMAs' individual programs," and "levying dues and assessments to support [its] programs and activities." Sec. 2. UAN reciprocally "acknowledg[ed]" that ANA's "purposes, functions and governance" would be "defined by [ANA's] own bylaws and other applicable ANA policies." *Id.* And, as separate and independent organizations, UAN and ANA agreed that "each is responsible for the actions and omissions of its own respective officers, employees and agents," and, even where ANA provided certain services to UAN in exchange for UAN payment, UAN would be fully responsible for the consequences of its utilization of those services. Sec. 20.

C. Collective Bargaining Representation by UAN, Not ANA

In accordance with an understanding with the AFL-CIO upon granting the UAN an AFL-CIO charter, the UAN-ANA Autonomy Agreement required that all ANA CMAs that “represent nurses for the purpose of collective bargaining or [the CMAs’] separate collective bargaining programs” affiliate with UAN by July 1, 2005. Sec. 3. ANA also agreed to transfer to UAN any collective bargaining certifications and recognitions held by ANA. Sec. 24. And, because UAN but *not* ANA would be continuing as the RNs’ labor organization, UAN indemnified ANA against any claims of breach of the duty of fair representation brought by the RNs to whom UAN was now fully responsible as their bargaining representative.⁵ (There was no reciprocal indemnification by ANA of UAN for such breaches, because ANA would no longer be engaged in representational activities.) Sec. 20; Indemnification Agreement.

D. Separation of Staff and Pension Plans

The UAN-ANA Agreement further provided that after a brief transition period UAN would hire and be responsible for its own staff. UAN-ANA Agreement, Sec. 17. Prior to the agreement, UAN did not have its own staff; rather, ANA employees performed all of the staff functions for UAN. Continued coverage of UAN employees by ANA employee health plans was made subject to UAN’s payment of the “full” associated premiums. Additionally, ANA refused to allow UAN employees to continue to participate in its pension plan, causing UAN to establish its own, completely independent 401(k) plan to provide for its employees’ retirement. See *id.*

E. Separation of Treasuries and Bifurcation of Dues

The UAN-ANA Agreement also converted the parties’ financial relationship from one marked by UAN dependence on ANA’s largess to a system of separate treasuries and dues streams. This involved the “creati[on] of UAN’s first treasury,” UAN Resolution 2003-14, to be derived solely from dues and agency fee payments from individual RNs via the CMAs following some transitional arrangements with ANA. UAN Resolution 2003-8.⁶

⁵ A labor organization that is the exclusive bargaining representative of a unit of private sector employees under the NLRA has a corresponding enforceable legal duty to represent all represented employees fairly and without arbitrariness, discrimination or bad faith. See generally *Marquez v. Screen Actors Guild*, 525 U.S. 33, 44 (1998). Labor-management laws governing public sector employment commonly entail a comparable duty.

⁶ In recognition of the fact that collective-bargaining members for years had contributed to ANA’s reserve account, and in order to provide the newly independent and financially self-reliant UAN with start-up resources, UAN and ANA negotiated that ANA would make a “one-time grant” of \$740,000 to UAN’s “reserve (working capita) fund.” UAN-ANA Agreement, Sec. 8; FAQ, Question 8. Also as a transitional matter, for the first 2½ years of the UAN-ANA Agreement, ANA provided UAN with website support, specified pages in two ANA publications, and marketing staff to promote UAN programs, together valued at a total of \$248,200 in 2003 and \$223,200 in each of 2004 and 2005. Sec. 11. This support ended as scheduled two years ago.

The parties also established a “bifurcated dues system” under which “each CMA sends one check to the UAN for its portion of the collective bargaining members’ dues and another check to ANA for its portion.” FAQ, Question 8; UAN-ANA Agreement, Sec. 5. Essentially, UAN receives dues for serving as the RNs’ national union, while ANA receives dues for serving their professional association. These dues were apportioned between UAN and ANA under a formula that has progressively increased UAN’s share of total dues from 54% in 2003 to 60% in 2007. Sec. 6. Effective in 2008, UAN will receive 63% of the dues or “dues conversion factor” of UAN collective bargaining members who are new members of both UAN and ANA above a “baseline number” that will be calculated as the greater of either 85,000 plus the Hawaii’s Nurses Association collective bargaining members or the overlapping membership of UAN and ANA as of December 31, 2007. Sec. 6. Meanwhile, all dues from RNs who are *not* represented in collective bargaining go exclusively to ANA, and all agency fees that are paid by *non-member* RNs who *are* represented in bargaining—which were formerly paid entirely to ANA—are paid entirely to UAN. Sec. 7; FAQ, Question 8.

In 2006 the NLA approved a dues increase of \$1.16/member every two weeks to finance UAN’s Mobilization Fund, a constitutionally recognized special account that is dedicated to organizing RNs who are not represented for collective bargaining. UAN Resolution 2006-1. These dues from individual RNs –which comprise nearly 20% of the average dues paid by RNs in total to UAN and ANA -- are paid exclusively to UAN and are not bifurcated with ANA.

F. Separation of Intellectual Property

UAN also became the “sole and exclusive owner” of its name and logo, as well as of all “UAN records, files and documents ... and all materials prepared by or for UAN” since UAN’s founding; and, ANA agreed to transfer to UAN all related copyrights and trademarks, except for “underlying materials” of ANA as to which UAN materials were “derivative work[s].” UAN-ANA Agreement, Sec. 18. UAN thereafter could, but was not required to, state its affiliation with ANA and use ANA’s logo, as it had previously. UAN has not, however, opted to note its association with ANA on its stationery, publications or other materials, and instead uses the name “United American Nurses, AFL-CIO.”

G. UAN Payments to ANA for Services Rendered

The UAN-ANA Agreement ended UAN’s open-ended access to ANA office and related support services, which previously had entailed little accounting and no obligation of reimbursement. Instead, the parties established an arm’s-length business relationship pursuant to a precisely detailed contract under which UAN has paid a specified administrative fee to ANA for particular services, principally due to the organizations’ decision to continue the “co-location” of their respective headquarters offices, at least through July, 2009. UAN agreed to pay ANA \$900,000/yr., increasing to \$1.275 million on July 2, 2008 unless the UAN-ANA

Agreement is terminated or modified at that point to change the nature or extent of ANA's contractual administrative services to UAN. Secs. 9 and 12.

IV. UAN's Exclusive Self-Governance Under Its Own Constitution

Immediately after the 2003 NLA meeting that approved the UAN-ANA Agreement, UAN embarked on an extensive internal deliberative process – which did not involve ANA – to create a constitution to govern the now-independent organization. And, in April 2004, after months of discussion and drafting by a committee appointed by the EC, the UAN EC approved a constitution, and in June the NLA adopted it. UAN Resolution 2004-1. In turn, the ANA HOD eliminated Article VIII from its Bylaws, formally relinquishing its previous power to dictate UAN's structure property and operations.

The UAN Constitution establishes UAN as an entirely self-governing organization. It declares that UAN's "[o]bjectives" include providing collective bargaining representation to RNs, organizing RNs into UAN and its affiliates, and influencing public policy affecting RNs. Art. I.B. The *only* reference to ANA in the UAN Constitution states that UAN is affiliated with ANA pursuant to the terms of the UAN-ANA Agreement. Art. I.C. The Constitution also recognizes UAN's affiliation with the AFL-CIO, Art. I.D., and provides that UAN may enter into affiliation agreements with any other organization that it wishes. Art. I.E.⁷

The NLA is the highest governing body of UAN, meeting annually and wielding "final" authority to amend the Constitution, establish UAN policy, elect officers, directors and members of the Nominating Committee and the Hearing Panel, develop strategic goals and levy dues and assessments. Art. I.F. and VI.A, B. and E. Individual UAN members who belong to Affiliates elect delegates to the NLA according to the representative formula set by the UAN Constitution, namely, one delegate each, plus, for SNAs with more than 1,000 members represented in bargaining, one delegate for each additional 1,000 such members or portion thereof. Art. VI.C. Matters considered at NLA meetings are confined to those suggested by UAN's individual members and Affiliates. Art. VI.F.

Between NLA meetings, UAN is governed by the UAN EC, which is comprised of the three national officers (the President, Vice-President and Secretary-Treasurer) and four Directors who are elected by the NLA. Art. IV.A. and C; Art. V.A. The UAN EC meets at least four times a year, and it is empowered to interpret the UAN Constitution and policies, approve collective bargaining agreements where UAN is the bargaining agent, and otherwise exercise

⁷ Although UAN has not yet exercised its authority to affiliate organization other than the AFL-CIO, UAN has been engaged in discussions with other unions that represent RNs in order to explore possible affiliations or cooperative agreements, contingent upon UAN's retention of its autonomy and democratic structure. Any affiliation undertaken by the UAN EC would require ratification by the NLA. UAN Resolutions 2005-2, 2007-2, 2007-4. In the event of an affiliation that results in dues payments to UAN, UAN would receive all of them, so there would be no bifurcation with ANA.

plenary authority to carry out NLA policies and decisions. Art. V.B. and C. UAN's three national officers exercise the executive authority customarily associated with such union positions, see Art. IV, and a National Executive Director appointed by the UAN EC administers UAN's budget and oversees its staff on a day-to-day basis. Art. V.G.

Unlike the ANA membership structure, UAN "membership" is held exclusively by individual RNs who are represented in collective bargaining by UAN or its "Affiliates." Art. II.A.1. Every UAN member receives a UAN membership card, and his or her good standing in UAN depends upon the timely payment of dues. A member in good standing is entitled to "all rights, privileges and benefits of UAN membership" and is obligated to "comply with [the] Constitution and published UAN policies." Art. II.A. A member who either fails to so comply, engages in financial malpractice involving UAN resources, interferes with UAN's collective bargaining activities, engages in strikebreaking, assists a rival labor organization, refuses to pay UAN dues or assessments, or otherwise injures UAN or its members is subject to discipline by UAN. Art. VIII.A.1. Charges against a member are heard by a UAN Hearing Panel, whose decision is subject to appeal only to the UAN EC. Art. VIII.B.-E. ANA has no role or authority with respect to UAN's membership criteria or its disciplinary process.

UAN "Affiliates" consist of the 27 SNAs that are engaged in collective bargaining, UAN National Bargaining Councils and any subsequently-affiliated unions that represent RNs. Art. III.A.1. ("Associate Affiliate" status is available to SNAs whose bylaws authorize a collective bargaining program but that do not yet represent RNs in bargaining. Art. III.A.3.) Each Affiliate acts as collective bargaining agent, recruits and maintains represented RNs as UAN members, has access to UAN resources and services, and participates through elected delegates in the NLA. Art. III.B. The UAN EC is authorized to impose a "trusteeship" over an Affiliate in order to "protect the membership in situations involving corruption or financial malpractice, substantial and pervasive failure to perform significant representational duties of a collective bargaining representative, ... refusal to comply with [the] Constitution," or a "violation of [NLA] policy... where such conduct has not been remedied by the Affiliate." Art. IX.A. and C. In such cases, the UAN EC appoints a trustee who is empowered both to take charge of the Affiliate's collective bargaining and to act as necessary with respect to all matters that led to the trusteeship, while "minimize[ing] the impact of the Trusteeship on the Affiliate's non-collective bargaining members to the maximum extent possible." Art. IX. A. and E. The decision of the UAN EC to impose a trusteeship is appealable only to the NLA. Art. IX.D. ANA has no role or authority with respect to this trusteeship process.

V. UAN's Limited Connection With ANA's Governance

UAN has scant representation and voice in ANA's governing bodies. The ANA HOD, which meets biennially, is comprised of 675 delegates, including 600 who are elected by the CMAs, 15 ANA officers and directors, and 60 delegates from other ANA affiliates, including *only one* delegate from UAN (its president). ANA 2005 Bylaws, Art. IV, Secs. 1, 2, 3, and 8.

Approximately 630 of these delegates have at least some voting rights, see Art. IV, Sec. 2, meaning that when UAN's President votes, she can cast just 0.16% of the ballots at an HOD meeting. But the UAN President is not permitted to vote in the election of ANA officers and directors held at the HOD.

Between HOD meetings, ANA is governed by the ANA BOD, which is comprised of 17 individuals, including the five national officers, ten ANA directors, and the presidents of UAN and CAN. Art. V, Secs. 1 and 2. Accordingly, even on the BOD, UAN casts just one vote of 17. And, even so, as a matter of BOD operational practice, the UAN President is routinely excluded from the portion of BOD meetings when matters pertaining to UAN are discussed. Another BOD member who is also UAN's Vice-President (but was elected to the BOD as an individual and does not represent UAN on the BOD) is similarly excluded from those discussions.

Meanwhile, the 27 CMAs that are affiliates of UAN are *not* directed or controlled by UAN with respect to either their participation in ANA or the voting behavior of their elected delegates to the HOD; UAN has neither the right to exercise such influence nor the intention to try to influence CMA delegates, even informally. And, those CMA delegates to the ANA HOD are selected by *all* CMA member RNs, including those who are *not* UAN members, and the CMA delegates themselves often are not UAN members.

As to membership itself, UAN and ANA embrace almost entirely different approaches. UAN membership follows the traditional union model of individual membership alone, whereas in ANA, a confederated professional organization, membership is held by associated institutions, and individual RN membership in ANA is a highly attenuated concept with relatively few RNs recognized as direct members of ANA itself - - and, virtually all UAN individual RN members are ineligible for that individual ANA membership. Membership in a CMA does *not* entitle an RN to become such an individual ANA member; rather, only an RN who *does not* belong to a CMA may join ANA directly, and *only* where ANA and the CMA have so agreed under a "pilot project/state option basis," in which only a few CMAs currently participate. Art. II, Sec. 4(a)(1)(a). The few individual members of UAN who are *not* members of a CMA are eligible to join ANA. Art. II, Sec. 4(a)(1)(b). Otherwise, only RNs who reside or work where there is no CMA, or where the CMA does not provide for in-state-only members and excludes certain nurse groups from CMA elective office, may join ANA directly. Art. II, Sec. 4(a)(1)(c) and (d). ANA also permits RNs who are not represented in collective bargaining—that is, who are *not* UAN members—to join ANA as so-called "Individual Affiliates." Art. II, Sec. 5.

QUESTIONS PRESENTED

UAN asks the Commission to respond to each of the following questions in the negative:

1. If UAN establishes and registers UAN PAC with the Commission, would UAN and UAN PAC be affiliated with ANA and ANA PAC within the meaning of the Act?

2. If the answer to the first question is yes, then, would contributions by UAN PAC and ANA PAC be aggregated for purposes of the Act's limits?

ANALYSIS

I. UAN and ANA Are Not Affiliated *Per Se* Under the Act and the Commission's Regulations

The Act and the Commission's regulations permit labor organizations and corporations, including membership organizations, to establish separate segregated funds and register them with the Commission as political committees. See 2 U.S.C. §§ 441b(b)(2)(C); 11 C.F.R. § 114.5. The Act requires aggregation, for contribution limit purposes, of all contributions by all political committees that are "established or financed or maintained or controlled by any corporation, labor organization, or any other person, including any parent, subsidiary, branch, division, department, or local unit of such corporation, labor organization, or any other person." 2 U.S.C. § 441a(a)(5). See also 11 C.F.R. §§ 100.5(g)(2)(ii), 110.3(a)(1)(ii). Likewise, "[i]n any case in which a corporation, and any of its subsidiaries, branches, divisions, departments, or local units, or a labor organization and any of its subsidiaries, branches, divisions, departments or local units establish or finance or maintain or control more than one separate segregated fund, all such separate segregated funds shall be treated as a single separate segregated fund for purposes of the [contribution] limitations." 2 U.S.C. § 441a(a)(5). See also 11 C.F.R. §§ 100.5(g)(3), 110.3(a)(2).

Organizational structures that involve customary parent-subsidiary or branch relationships comprise *per se* affiliations under the Act. These include "[a] single corporation and/or its subsidiaries"; "[a] single national or international union and/or its local unions or other subordinate organizations"; "an organization of national or international unions and/or all its State and local central bodies"; "[a] membership organization ... and/or [its] related state and local entities"; and "[t]he same person or group of persons." 11 C.F.R. §§ 100.5(g)(3), 110.3(a)(2). See generally *Walther v. FEC*, 468 F. Supp. 1235, 1239 (D.D.C. 1979); AO 1985-6.

UAN first requests confirmation that it and ANA are not *per se* affiliated, because ANA and UAN do not fit any of the regulatory *per se* categories. ANA itself is a nonprofit §501(c)(6) corporation devoted to the professional advancement of RN's, but ANA's legal status does not affect, let alone determine, that of any of the 75 disparate national and state nurses organizations that are in loose confederation with it. The varying statuses, roles, rights and obligations as to ANA of these 75 bodies, which derive from ANA's Bylaws and the District of Columbia Code, add up to a unique set of relationships for which the Commission's regulations contain no ready definition. And, most pertinently, ANA is structurally and functionally very different from UAN, an unincorporated §501(c)(5) national labor organization. Indeed, we are unaware of any circumstance where the Commission has concluded that a national labor organization was

affiliated *per se* with a professional organization or any other entity that did not primarily engage in collective bargaining, let alone one that had no authority to influence its governance.

To be sure, half of the SNAs are affiliated in some manner with both UAN and ANA. That is because—unlike 47 other ANA-related bodies, but like UAN—they are labor organizations and represent RNs in collective bargaining. As such, they are subordinate bodies of UAN with participation and status entirely different from their association with ANA as statewide professional organizations. Additionally, the rights and obligations of their individual RN members vis-à-vis UAN and ANA are completely distinct.

Moreover, it is just as plain that there is no parent-subsidary relationship between ANA and UAN. *ANA exercises no authority whatsoever over UAN*, including that which a parent labor organization customarily exercises over a subordinate labor organization, such as the power to investigate its affairs, impose trusteeships and determine the eligibility, rights and obligations of individual members. *See generally FEC v. Sailors' Union of the Pacific Political Fund*, 828 F. 2d 502, 508-09 (9th Cir. 1987). For that reason, UAN does not list ANA as its affiliated national labor organization on Line 4, "Affiliation or Organization Name," of UAN's annual Form LM-2 filed with the U.S. Department of Labor. UAN instead identifies *itself*, as is required of a union that has no parent or chartering organization. See UAN Form LM-2 for 2006, line 4, pg. 1; Instructions for Form LM-2, pg. 8.

Accordingly, there is no *per se* affiliation between UAN and ANA, and we ask the Commission to so conclude.

II. UAN and ANA Are Not Affiliated by Application of the Alternative Multi-Factor Analysis Prescribed by the Commission's Regulations

Where two entities "do not precisely" fit under the regulations defining *per se* affiliation relationships, *see* AO 2003-36; AO 1999-15, fn. 6, or where a formal or acknowledged parent-subsidary relationship is lacking, *see, e.g.*, AO 2001-7; AO 1997-25; AO 1996-23; AO 1995-36, then the Commission's multi-factor test is applied to determine whether or not they are affiliated. *See generally* 11 C.F.R. §§ 100.5(g)(4)(ii), 110.3(a)(3)(ii). These factors consist of the following (using the regulatory sub-lettering):

(A) whether one entity owns a controlling interest in the voting stock or securities of the other;

(B) whether one entity has the authority or ability to direct or participate in the governance of the other entity through provisions of constitutions, bylaws, contracts or other rules, or through formal or informal practices or procedures;

(C) whether one entity has the authority or ability to hire, appoint, demote or otherwise control the officers or other decision-making employees of the other entity;

(D) whether one entity has a common or overlapping membership with the other entity that indicates a formal or ongoing relationship between them;

(E) whether one entity has common or overlapping officers or employees with the other entity that indicates a formal or ongoing relationship between them;

(F) whether one entity has any members, officers or employees who were members, officers or employees of the other entity that indicates either a formal or ongoing relationship or the creation of a successor entity;

(G) and (H) whether one entity either provides, or causes or arranges for the provision of, funds or goods in a significant amount or on an ongoing basis to the other entity, such as through direct or indirect payments for administrative, fundraising or other costs; and

(I) whether one entity had an active or significant role in the formation of the other entity; and

(J) whether one entity or its political committee has a similar pattern of contributions or contributors as the other so as to indicate a formal or ongoing relationship between them.

11 C.F.R §§ 100.5(g)(4)(ii), 110.3(a)(3)(ii). This list of factors is not exclusive, and the Commission considers others as appropriate. AO 2002-12; AO 1997-25. In applying the affiliation factors, the Commission "may examine the relationship between organizations that sponsor committees, between the committees themselves, or between one sponsoring organization and a committee established by another organization," AO 1996-38; AO 1992-17, and the Commission weighs the factors "in the context of [the] overall relationship" between the organizations involved. AO 2004-23.

UAN requests confirmation that it and ANA, and UAN PAC and ANA PAC, would not be affiliated under this multi-factor test. We address the application of each factor in turn.

First, as to Factor A, UAN as an unincorporated labor organization has no voting stock or securities, so ANA holds none. Nor does ANA own or hold any other financial interest in UAN. (The fee-for-service portion of the UAN-ANA Agreement, which is not an ownership relationship, is addressed with respect to Factors G and H below.) Accordingly, Factor A does not support an affiliation between UAN and ANA.

Second, as to Factor B, ANA has no formal or informal ability to participate in UAN's governance, and UAN has only a nominal ability to participate in ANA's governance.

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The UAN NLA delegates alone elect UAN's national officers and Executive Council; ANA has no right to participate in that election. Nor does ANA participate in the UAN EC or influence UAN's internal governance in any manner, either formally or informally. Indeed, because ANA, unlike UAN, allows participation in its governance by RNs who are supervisors and managers, federal labor law's proscription against their influence over union governance interposes a legal barrier to such ANA involvement in UAN's conduct of its affairs. See generally 29 U.S.C. § 158(a)(2).

Meanwhile, although UAN does send a delegate to the ANA HOD (who is not permitted to vote on ANA officers), and its President sits on the ANA BOD, this accords UAN no ability to direct ANA's governance, and the ability of these representatives to participate in ANA is limited by their tiny relative share of the voting strength of those ANA bodies. Nor is there an overlap of officers, executive personnel or staff between UAN and ANA. And, while some SNAs elect delegates to both the ANA HOD and the UAN NLA, they control neither body and under no circumstances do they act as agents of UAN or ANA with respect to their participation in the other organization.

In numerous advisory opinions, the Commission has concluded that even greater formal representation by one organization's in another's governing body did not suggest affiliation. See, e.g., AO 1997-27 (various board overlaps among three companies consisted of three of 15 directors, two of nine directors and one of 16 directors); AO 2000-12 (one corporation appointed one of 13 directors of the other corporation); AO 1995-36 (CEO and director of one corporation was one of 10 directors of the other corporation); AO 1984-36 (corporation's ability to appoint four of nine directors in a partnership). Because here there is less representation and no right to vote on the other body's officers, Factor B indicates that UAN and ANA are not affiliated.

Third, as to Factor C, neither UAN nor ANA has either the authority or the ability to hire, appoint or otherwise control the officers or other decision-making employees of the other. Again, ANA has no representation in the NLA, which elects UAN's officers, and UAN's voting strength in the HOD, which elects ANA's officers, is miniscule. And, UAN and ANA each independently hires and supervises its staff without direction or influence by the other, and there is no other means to influence the other's officers and decision-makers. Accordingly, Factor C supports a finding of non-affiliation.

Fourth, as to Factor D, while there is some overlap in the respective constituent make-ups of UAN and ANA, the status of the SNAs and the individual RN's in each organization is very different, and they do not act on behalf of UAN or ANA insofar as they participate in the other body. Thus, 27 SNAs are subordinate union "Affiliates" of UAN but, as CMAs, they are associated professional organization "members" of ANA. Nor are they identically composed with respect to each status. Only the individual RNs who are represented in collective bargaining by one of the 27 SNAs may be "members" of UAN, with participation rights guaranteed by the UAN Constitution; other RNs who join CMAs have no UAN membership at

all. And, where ANA does recognize individual RN memberships, it does so almost to the complete exclusion of RNs who are represented for purposes of bargaining—including, of course, virtually all of the members of UAN. Moreover, all RNs in a CMA may elect and be elected as delegates to the ANA HOD, but only the UAN members among them may elect and be elected as delegates to the UAN NLA.

In any event, even if a substantial membership overlap between UAN and ANA is discernible, that alone “[does] not constitute sufficient evidence of an ongoing or formal relationship between the two organizations”; rather, the overlap must exist “in a manner suggesting an organized control over both groups.” AO 2004-41. Here, no such control is either suggested or present in fact as a result of the dual affiliations of the SNA’s. Moreover, such loose and dissimilar arrangements are inconsistent with affiliation status. *See generally* AO 2002-11; AO 1985-37. Accordingly, Factor D does not suggest that UAN and ANA are affiliated.

Fifth, as to Factor E, there are no overlapping officers or employees between UAN and ANA, and only the single governing-board overlap in the person of the UAN President. Although UAN and ANA were served by some common employees prior to the 2003 restructuring, the staffs of both organizations were then separated, and they remain so today. Therefore, Factor E also suggests that UAN and ANA are not affiliated.

Sixth, as to Factor F, no UAN members, officers or employees were previously members, officers or employees of ANA, or vice versa, so as to indicate a formal or ongoing relationship between the two organizations. In fact, no UAN officer previously was an ANA officer, and only three of 24 current UAN employees previously worked for ANA. In any event, the passage of time itself reduces the significance of past employment under the Commission’s analysis. *See e.g.*, AO 1995-36. *See also* AO 1996-42. Accordingly, Factor F does not support a conclusion that UAN and ANA are affiliated.

Seventh, as to Factors G and H, although ANA provides ongoing facilities and services to UAN, it does so in the course of an arm’s-length business relationship for which UAN pays a fair market price; and, since the early post-restructuring transition period, ANA has provided no subsidy whatsoever to UAN.

As explained above, UAN contracted for ANA to provide ongoing office space and support services pursuant to detailed written agreements. In doing so, the parties explicitly stipulated that UAN retains complete legal responsibility for its uses of that space and those services, and there is nothing in these arrangements to suggest that either UAN or ANA exercises any direction or control over the other. Even where one entity “provides operational and management services” and “an extensive amount of funds are exchanged,” this does not connote an affiliation if it is done as “part of a business arrangement of payment of services” and no

entity “provides the dominant or substantial plurality of funds for [the other’s] operations.” AO 2001-7. Here, the \$900,000 that UAN was obligated to pay ANA in 2006 amounted to approximately 2.1% of ANA’s total \$41.9 million in receipts—and for that matter, only 6.8% of UAN’s total disbursements. The Commission has long considered that such ordinary business agreements do not suggest the existence of an affiliation. *See, e.g.*, AO 2004-41; AO 1996-50; AO 1985-7.

Nor does ANA’s initial grant of working capital and transitional support to UAN suggest a current or prospective affiliation. To the contrary, the Commission has recognized that “[such] transactions, rather than illustrating the continued affiliation of the two organizations, instead can be seen as part of the process to establish the independence and separation of [an entity] from its organizational parent.” AO 2000-28 (footnote omitted). *See also* AO 1996-42 (discussing apportionments of rights and assets upon a disaffiliation).

Accordingly, Factors G and H also do not suggest an affiliation between UAN and ANA.

Eighth, as to Factor I, although the collective-bargaining nurses of ANA most certainly created UAN in 1999, from its origin UAN operated with considerable autonomy from ANA⁸ and the 2003 restructuring effectuated a disaffiliation between UAN and ANA for purposes of application of the Act. The Commission has routinely and correctly concluded that the mere historical fact that one organization either created or was affiliated with another is overridden by subsequent structural changes that, upon application of the other affiliation factors, currently render the organization independent of its creator or former affiliate. *See, e.g.* AO 2002-12; AO 2000-36; AO 2000-28; AO 1996-50; AO 1996-42; AO 1995-36; AO 1993-23. As the analysis above demonstrates, that is plainly the case with respect to the progression of UAN and ANA.

Finally, as to Factor J, there is no pattern of contributions or contributors because UAN PAC has yet to be created. And, UAN PAC intends to operate wholly independently of ANA decisions so no such pattern will occur. Accordingly, this final factor does not suggest that UAN and ANA are or will be affiliated.

In sum, application of the Commission’s ten affiliation factors demonstrates that UAN and UAN PAC would not be affiliated with ANA and ANA PAC. And, considering the two organizations “in the context of [their] overall relationship,” AO 2004-23, bolsters that conclusion, because, as UAN and ANA decided four years ago, they are in every material respect independent and free-standing organizations by both constitutional design and daily function.

⁸ It is certainly arguable that UAN was not affiliated with ANA within the meaning of the Act even prior to the 2003 restructuring, but it is unnecessary for present purposes to determine whether or not that was so and UAN does not request that the Commission provide advice as to that question, even assuming that such a request would be cognizable. *See* 11 C.F.R. § 112.1(b).

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CONCLUSION

Accordingly, for the reasons explained above, UAN requests that the Commission issue an advisory opinion answering the two questions we have posed in the negative. Please contact me if your office needs any additional information in order for the Commission to be able to respond to this request. Thank you for your consideration of this matter.

Yours truly,



Laurence E. Gold

Counsel to United American Nurses,
AFL-CIO

cc: Cheryl L. Johnson, RN, President
United American Nurses, AFL-CIO

Susan Bianchi-Sand, Executive Director
United American Nurses, AFL-CIO

Susan Davis, Cohen, Weiss and Simon LLP
General Counsel, United American Nurses, AFL-CIO



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Dear Colleague:

As some of you may already know, the National Labor Assembly of the United American Nurses voted by a small margin in March 2007 to establish a UAN Political Action Committee (PAC) within two months of the NLA meeting. The ANA PAC Board of Trustees is reviewing the legal ramifications of the potential PAC to be established by ANA's Associate Organizational Member (AOM) for collective bargaining. As our analysis progresses, we will inform the ANA membership about any legal restrictions that might arise as a result of an affiliated organization establishing a PAC.

As for the overall impact of a PAC that is supported by our joint membership, it will remain to be seen. At the 2002 ANA House of Delegates, a motion was made to limit the ANA family of organizations to one PAC. When it became clear that the ANA HOD could not mandate whether another organization can establish a PAC, the motion was amended to state simply that "It shall be the policy of the ANA House of Delegates that there shall be only one Political Action Committee representing ANA" and it carried by an overwhelming majority. At that time, the UAN was a structural unit of the ANA and was covered by that policy.

Now, of course, the ANA and UAN are autonomous organizations, and the UAN is not bound by the sentiment of the ANA House of Delegates. However, the concerns about fragmentation of nurses' political influence are as great today as they were five years ago when discussed by the ANA HOD.

The ANA PAC Board is committed to retaining the preeminence of the association's PAC - which has the remarkable record of an 89 percent success rate in electing its supported candidates during the 2005-2006 election cycle - and in representing the collective voice of nursing.

Please feel free to contact Rose Gonzalez, Director of Government Affairs at 301-628-5098 if you have any questions. We will keep you posted.

Sincerely,

A handwritten signature in black ink that reads "JoAnne M. Penn MA, RN, BC". The signature is written in a cursive, flowing style.

JoAnne Penn, MA, RN,BC
Chair, ANA PAC

**AUTONOMY AND AFFILIATION
AGREEMENT
BETWEEN
AMERICAN NURSES ASSOCIATION
AND
UNITED AMERICAN NURSES, AFL-CIO**

WHEREAS The American Nurses Association ("ANA") and United American Nurses, AFL-CIO ("UAN") desire to set forth the terms of their relationship by agreement, and

WHEREAS The parties desire to establish UAN as an autonomous, self-governing national labor organization, and as ANA's only Associate Organizational Member (AOM) for collective bargaining, and to establish UAN's exclusive status;

WHEREAS The parties desire to establish UAN as a strong, self-governing, truly competitive national union with its own governance, finances, direction, and staff.

NOW, THEREFORE, IT IS HEREBY AGREED:

1. UAN Autonomy and Affiliation*

UAN, AFL-CIO shall be a wholly autonomous, self-governing national labor organization, affiliated with ANA, as the only Associate Organizational Member of ANA for collective bargaining. ANA shall not accord membership status or formal affiliation to any other non-CMA union, except pursuant to paragraphs 4 and 15 of this Agreement. ANA is free to use its name, logo and "brand" for any purpose whatsoever, except that it shall not permit the use of its name, logo and "brand" by any union except its CMAs and

*The captions in this Agreement are for reference only and do not define, limit or affect the actual language thereof.

the UAN, unless such use is in connection with ANA participation in coalition work or the ANA's marketing of an ANA program or product, e.g., on-line continuing education.

2. **Purposes and Governance**

UAN shall in all respects have its own governing documents, establish and implement its own policies, and be fiscally and administratively autonomous. ANA acknowledges that the purposes, functions and governance of UAN shall be defined by its own Constitution and Bylaws, including but not limited to the following:

- (1) ensuring that nurses have meaningful access to collective bargaining and representing registered nurses.
- (2) providing democratic self-governance as a national labor organization under the leadership of elected nurse members, with staff support including a National Director.
- (3) providing effective organizing and collective bargaining services.
- (4) serving as the national labor organization for the CMAs' individual labor programs to strengthen and enhance such programs.
- (5) establishing and implementing an effective national labor agenda.
- (6) levying dues and assessments to support the programs and activities of UAN.

Likewise, UAN acknowledges that the purposes, functions and governance of ANA shall be defined by its own bylaws and other applicable ANA policies.

3. **ANA Members in UAN**

For the duration of this Agreement, all constituent members of ANA who represent registered nurses for the purpose of collective bargaining or their separate collective bargaining programs shall be members of the UAN. Constituent members of ANA who represent registered nurses for the purpose of collective bargaining or their separate collective bargaining programs shall have until July 1, 2005, to join the UAN.

4. **UAN National Council Members**

ANA shall seek Bylaws changes to make provision for membership and appropriate participation within ANA's governance structure for registered nurse members of UAN who are represented through UAN authorized National Councils and not also CMA members (e.g., situations where a geographically suitable UAN CMA is unable or unwilling to provide full collective bargaining member status to nurse members represented by UANBC or the UAN VA Council). Upon the adoption and implementation of such Bylaws changes, UAN shall pay the full dues or dues conversion factor on behalf of any such registered nurse member of the UAN to the ANA.

5. **Transmittal of Dues**

Commencing on the Effective Date of this Agreement, UAN dues for collective bargaining members shall be transmitted by CMAs to UAN. ANA dues shall be transmitted directly to ANA.

6. **Allocation of Dues**

a. Commencing on the Effective Date of this Agreement (except commencing January 1, 2003, for calendar year 2003), dues collected from each UAN nurse collective bargaining member after applying the ANA dues conversion factor, shall be allocated as follows:

	ANA	UAN
2003	46%	54%
2004	46%	54%
2005	44%	56%
2006	42%	58%
2007 and thereafter	40%	60%

b. Commencing on January 1, 2008, UAN shall receive 63% of the dues or dues conversion factor of each UAN nurse collective bargaining member in the following category: all new overlapping members of the ANA and UAN above the base line number, which shall be the greater of 85,500 plus the collective bargaining membership

of the Hawaii Nurses Association or the overlapping membership of ANA and UAN as of 12/31/07.

7. **Agency Shop Fees**

Commencing on the Effective Date of this Agreement, UAN will receive 100% of agency shop fees which would otherwise be remitted to ANA under the present structure (fees paid by non-members represented by CMAs under collective bargaining contract union security requirements). Between January 1, 2003 and the Effective Date, agency shop fees remitted to ANA will be credited to UAN for UAN's use, in addition to the dues allocation set forth in paragraph 6 above.

8. **Working Capital Fund**

Within 30 days of the Effective Date of this Agreement, ANA will provide UAN with a one-time grant of \$740,000 to establish a UAN reserve (working capital) fund.

9. **Administrative Fee and Operational Support**

The UAN shall pay to the ANA a fixed administrative fee for operational support services in the amount of (i) \$1,200,000 per year beginning January 1, 2003 provided that the fee shall be discounted to \$900,000 beginning with the Effective Date of this Agreement and continuing for five years from the Effective Date, (ii) at the conclusion of five years from the Effective Date, the annual administrative fee shall be \$1,275,000 until August 1, 2009; and (iii) on or after 1/1/09, the parties will attempt to renegotiate the \$1,275,000 to be effective 8/1/09. The annual fee shall be paid in equal monthly installments due and payable on the first of each month, and shall be prorated on a monthly basis in the event that the discount or increase in the administrative fee stated above or termination of this Agreement occurs during a calendar year. Said fee shall entitle the UAN to operational support services at the level provided by ANA to UAN in FY 2002 unless otherwise agreed, subject to ANA's standard business practices set forth in Attachments 1 and 2 and the Memorandum of Understanding Concerning Attachments

1 and 2. Such fee shall also entitle the UAN to the following with respect to office space and additional staff: 1688 square feet of usable office space in the new building, as set forth in the Co-location Agreement, Attachment 3; general operational support services for up to 6 additional staff located at the headquarters office over the UAN current staffing level, and furniture and equipment in three of six new offices.

10. Reconciliation of 2003 UAN Budget

Recognizing that the Effective Date of this Agreement will be after January 1, 2003, the UAN's budget for calendar year 2003 will be determined and implemented in accordance with the applicable provisions of paragraph 6, 7 and 9 above except for the administrative fee discount prior to the Effective Date. There will be a joint reconciliation promptly after the Effective Date to determine any 2003 budget surplus or deficit for UAN as of the Effective Date and the figure for an appropriate cash settlement between the parties as of the Effective Date shall be determined.

11. Support Services for UAN

From the Effective Date of this Agreement through 2005, the UAN shall be entitled to receive, without additional charge:

- a. web site support, at the current level valued at \$150,000, subject to standard ANA business practices;
- b. one full-page in each of the six issues per year of *The American Nurse*, valued at \$13,200 per year, with UAN having full control over the editorial content of its page, subject to the editorial and advertising policies of TAN;
- c. two full-page, 4-color advertising pages in the *American Journal of Nursing* per year, valued at \$35,000 per year, subject to compliance with the restrictions that are outlined in the ANA contract with Lippincott and AJN advertising policies;
- d. marketing staff to support campaigns and the work of UAN; during year one of this Agreement, equivalent to ½ FTE, valued at \$50,000 and during years 2004-2005, 1/4 FTE per year valued at \$25,000 per year.

12. Co-location

UAN will continue to co-locate with ANA for the remainder of ANA's current lease at 600 Maryland Avenue, S.W., and for five years under the new office space lease in the greater metropolitan District of Columbia area, such five years to begin no later than August 1, 2004. In the event that this Agreement is terminated by ANA, UAN shall have no further obligations under this paragraph. ANA and UAN will cooperate in planning for location within the leased space, office space design, and arrangements for expansion space during the five-year term. The parties shall execute a "Co-location Agreement" (Attachment 3) contemporaneously with the execution of this Agreement.

13. Joint Leadership Committee

ANA and UAN shall establish a joint committee with three members each from the ANA Board of Directors and the UAN Executive Council, as well as the ANA CEO and the UAN Executive Director. This committee will meet two times per year to coordinate and address issues of mutual concern.

14. Joint Staff Transition Committee

The need to smoothly and efficiently change financial, administrative and related practices on and after the Effective Date of this Agreement requires that an orderly transition be arranged in a cooperative spirit. To accomplish this objective, the parties will establish a joint transition committee to address operational issues which may by mutual agreement begin functioning prior to the Effective Date. The transition committee shall be composed of senior executive staff, with the understanding that officers may be required to approve certain actions and that other staff of each party may also participate in the work of the committee. Subject to officer approval, the committee's authority will include addressing and resolving issues as to transmission of dues pursuant to paragraph 5 and reconciliation pursuant to paragraph 10 above.

15. Independent Unions that Affiliate with UAN

It will be UAN's goal that affiliation agreements with independent nurses' unions that affiliate with UAN include provision for payment of standard ANA dues through UAN remittance, provided that ANA will provide ANA membership and appropriate participation in the governance structure within ANA for such organizations and their registered nurse members if this goal is achieved. In the event UAN cannot achieve payment of the standard ANA dues payment through such affiliation agreements, it shall explore alternative financial benefits to the ANA in exchange for the affiliates' receipt of something less than full membership in ANA. In this latter event, UAN shall consult the ANA regarding possible arrangements.

16. Obligations to ANA for Former Members

UAN will remit to ANA an amount equivalent to standard ANA dues for the registered nurse members of any CMA that is a UAN or ANA member as of September 5, 2002 and that thereafter disaffiliates from ANA but remains a UAN member.

17. UAN Staff

The UAN and ANA shall cooperate with respect to staff transition and staff benefit issues. If necessary and at UAN's expense, the ANA will retain UAN employees on its payroll for up to 60 days after UAN becomes autonomous to ensure continuing benefit coverage for the 60 day period. As of the Effective Date of this Agreement, UAN shall assume sole responsibility for salaries and paying for the benefits of any ANA staff who become employees of an autonomous UAN. ANA retains responsibilities attributed to employment by ANA up to the time of separation from ANA's employ. As long as the carriers permit, the ANA benefit plans in which the UAN employees may participate after UAN becomes autonomous are the health plan, the employee assistance plan, life insurance, accidental death and dismemberment insurance, long term disability insurance and the health/dependent care plan; all other benefits or benefit plans shall be provided by UAN under its own plans. ANA will amend its defined benefit plan and its 401(k) plan to provide for the vesting of all ANA permanent staff employed as of November 22, 2002 who have not yet vested and who become employees of an autonomous UAN upon

the establishment of UAN. ANA will make provision for all current and future UAN employees to participate in its health plan, with the same benefits as ANA employees, provided that UAN will pay the full member fee for health and dental benefits for Washington metropolitan area employees and will pay the established premium for field staff and provided further that ANA will have sole responsibility for determining the carrier and benefits provided under the plan. ANA will pay for all call-up, stop loss insurance and all other costs associated with its health plan over and above the full member fee, and UAN will have no financial obligations in connection with the health plan other than the full member fee and field staff premiums. ANA will make provision for health coverage for UAN field staff at a commercially reasonable cost to UAN. ANA will assist UAN in setting up its benefit plans by providing copies of ANA's existing plans and facilitating expert assistance. ANA will pay the conversion project fee up to \$1550 associated with the 401(k) plan. UAN staff may participate in the ANA insurance plans (life, AD&D, and LTD), employee assistance program and health/dependent care flex program at the same cost and with the same benefits as ANA employees, provided that UAN pays the per-person and other applicable charges, and that the carriers and benefits of these plans shall be determined solely by the ANA. ANA will continue to provide operational support services in connection with UAN staff benefits (e.g. distribution of plan booklets, literature, membership cards and other materials) at no extra charge to UAN.

18. Ownership of Name and Logo

As of the Effective Date of this Agreement, UAN shall be the sole and exclusive owner of its name "United American Nurses" and "UAN" and shall own all right, title and interest in its name in perpetuity. In addition, UAN shall have the same sole and exclusive ownership of any UAN logo which is distinct from the ANA logo, all UAN records, files and documents (regardless of the format in which they may exist), and all materials prepared by or for UAN since July 1, 1999 (including but not limited to UAN website content, videos, and publications and training materials, of every kind). ANA

agrees to transfer all elements of such ownership and any trademarks or copyrights for any of the foregoing held by ANA to UAN and will cooperate and take any necessary steps to effect such transfer. ANA may continue to use such materials in the same manner as it had prior to the Effective Date of this Agreement. The foregoing is subject to ANA's retention of its copyright in any underlying materials from which the material developed for UAN was a derivative work. In the event future materials are developed as a result of collaboration between UAN and ANA, the copyright shall be jointly owned by UAN and ANA. It is understood and agreed that ANA's staff involvement for implementation purposes only, such as taking UAN developed content and formatting it for a brochure, does not amount to collaboration for purposes of joint copyright. It is agreed that each party shall retain its own working files, notwithstanding references to the other party that may be contained therein. ANA shall retain all historical materials that pertain to the establishment of the UAN, subject to UAN's right to review and copy such materials.

19. Use of ANA's Logo and Affiliation

The UAN may state or note its affiliation as an AOM with the "American Nurses Association" and/or "ANA" and may use the ANA logo in the same manner as it has since 1999. UAN affiliates are not entitled to note their affiliation with the ANA unless dues or other payments are made to the ANA.

20. Liabilities of Each Organization

The parties agree that each is responsible for the actions and omissions of its own respective officers, employees and agents. When ANA provides operational support services to UAN, it does so without assuming any liability for the content, actions, omissions or decisions of the UAN. For example, by performing human resource services for UAN, ANA does not thereby assume any liability whatsoever for human resource decisions made by UAN. When ANA provides additional services outside the scope of operational support services, such as communications, marketing or program work, ANA does so without assuming any liability for the content, actions, omissions, or

decisions of the UAN. For example, web page content and TAN or AJN copy submitted by the UAN will be the sole responsibility and liability of the UAN. The parties shall enter into an Indemnification Agreement regarding duty of fair representation claims, the limited nature of which does not imply any joint liability for other areas.

21. **Member Benefit Programs**

UAN may not compete with ANA with respect to member benefit programs offered or in development by the ANA as of September 30, 2002, which are specified in Attachment 4 to this Agreement, provided that UAN, UAN members and UAN affiliates may participate fully, without restriction, in AFL-CIO member benefit programs. UAN will not include an AFL-CIO credit card option in its Union Privilege program.

22. **ANA Membership Initiatives and Biennial HOD**

The UAN Executive Council will adopt resolutions which declare its support for new ANA membership initiatives (MALD on a pilot project/state option basis, individual associate member category, organizational associate member category) and a biennial HOD meeting, and make the resolutions available to ANA for distribution.

23. **Governance Pending Adoption of UAN Constitution and Bylaws**

After the Effective Date of this agreement, and pending the formal adoption of the UAN Constitution and Bylaws by the UAN National Labor Assembly, UAN shall continue to be governed by the provisions of Article VIII (as amended in 2001), except that the principles and provisions of self-governance contained in this Agreement shall be applicable in all respects.

24. **Transfer of Representation Rights to UAN**

ANA agrees to transfer any collective bargaining certification or recognition held by ANA to UAN without impairment or interruption and will cooperate and take any necessary steps to effect such transfer.

25. **Effective Date of Dues Allocation, Agency Fee, Joint Reconciliation, Transition Committee and Approval Process**

The term "Effective Date" as used in this Agreement shall be the Effective Date of this Agreement, set forth in paragraph 26 below, provided that applicable provisions of paragraphs 6 (2003 dues allocation), 7 (second sentence, agency shop fees), 10 (joint reconciliation), 14 (transition committee) and 26 (approval process) shall be effective pending approval or termination of the Agreement

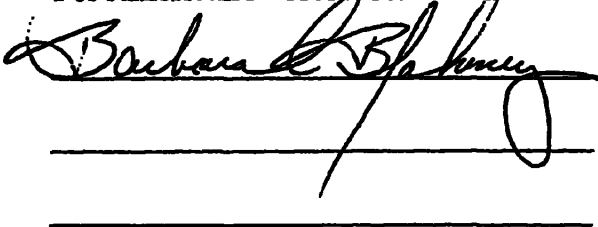
26. **Approval Process and Effective Date of Agreement**

This Agreement shall be presented for initial approval to the ANA Board of Directors and UAN Executive Council as soon as possible, but no later than December 13, 2002. UAN and ANA will promptly notify each other as to whether this Agreement has been approved by the UAN Executive Council and ANA Board of Directors. If this Agreement receives approval by both these bodies no later than December 13, 2002, this Agreement shall then be presented to the UAN National Labor Assembly for approval. If this Agreement is approved by the UAN National Labor Assembly, ANA will present all bylaws and policy amendments which are required for ANA to fully and completely implement this Agreement to the 2003 ANA House of Delegates, which will be held on June 25-27, 2003. The ANA President shall immediately inform UAN in writing of the results of House of Delegates actions and certify in writing within 48 hours of adjournment of the House of Delegates as to whether all required bylaws and policy amendments have been adopted by the ANA House of Delegates. This Agreement shall be effective and have an Effective Date as of the first day of the month after such timely written certification by ANA, provided that the Effective Date of this Agreement after such certification shall be no later than July 1, 2003. If this Agreement is not approved by any required ANA or UAN governing body at any stage of the approval process, or if ANA does not certify within 48 hours of adjournment of the ANA House of Delegates that all required bylaws and policy amendments have been adopted, this Agreement automatically terminates and will be of no further force or effect whatsoever.

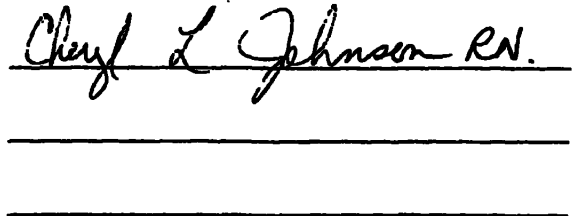
27. Duration of Agreement

Upon approval under paragraph 26 above, this Agreement shall remain in effect for five years (60 months) after the Effective Date and indefinitely thereafter unless and until terminated in the manner set forth herein or as modified by mutual written agreement of ANA and UAN. In the event that either organization desires to terminate this Agreement at the end of or after the five year (60 month) period, it shall give at least six months written notice to the other organization. Such notice may be given six months or more prior to the end of 60 months after the Effective Date for termination at the end of such 60 months or may be given at any time thereafter. ANA and UAN will meet and confer promptly after the giving of such notice in an effort to resolve any differences which are related to the notice of termination. Each organization will also reasonably honor the request of the other to appear before a national governing body of the other organization which meets after the giving of such notice.

For American Nurses Association



For United American Nurses, AFL-CIO



Dated: December 13, 2002

Memorandum of Understanding Concerning
Attachments 1 and 2 to ANA/UAN Autonomy and Affiliation Agreement

1. **Confidentiality** – A confidentiality agreement is attached hereto.
2. **Current Practices** - The standard business practices outline reflects current practices. While ANA anticipates some change, no major changes are foreseen at this time. If changes do occur, training and education will be provided to UAN for new practices.
3. **Modifying Procedures** – The ability to modify procedures for UAN, such as UAN's fiscal year, depends on workload and/or technical support of ANA's current systems. ANA is willing to discuss changes or modifications to its procedures, but reserves the right to refuse to implement such changes based on potential increased costs and workload. ANA will not change UAN's fiscal year, due to workload.
4. **Finance Department Point of Contact** – UAN will be assigned an entity controller who will be the primary UAN contact within the Accounting Department for financial statements, general ledger inquiries and budgeting. This entity controller will also support other entities and should not be considered a fully dedicated FTE to UAN. The balance of accounting support is organized by functional areas, such as Accounts Payable, versus organizational relationship, and inquiries or requests for support will have to be directed to the Finance Director, or at the election of the Finance Director, a functional expert in a specific area of the Finance Department.
5. **UAN Access to Accounting System** – Following the establishment of the UAN as an independent organization, the UAN will be set up as a separate company within the Lawson Financial System (ANA's accounting system) and read-only access will be granted in Lawson to allow UAN to access its general ledger, but not change it. UAN may print reports from the system.
6. **UAN Name and Logo on Invoices and Checks** – The UAN logo and name will be printed on its invoices and checks.
7. **Accrual of Cost Items** – UAN may accrue items as appropriate under General Accounting Principals. UAN will be responsible for telling its entity controller which items it wishes to accrue, the amount to accrue, the cost center to be utilized and when the UAN expects the item to be paid. Only items above \$10,000 may be accrued.
8. **Membership Database** – TIMMS (ANA's membership database) provides the capability to code individuals with different membership types. The CMAs that are UAN members will provide the ANA with information concerning collective bargaining members and agency fee payers. Direct members to the UAN may be updated directly by the UAN. UAN will have unrestricted access to its membership database. Changes to the database will be made only by ANA.
9. **LM-2** – UAN will work with ANA's auditors in connection with the preparation of its LM2.

10. **Payroll Checks** – UAN payroll checks will continue to track vacation, sick and personal leave, as well as any benefits or adjustments made directly to salary. There is an additional cost to set UAN up as a separate company (approximately \$5200) that ANA would expect UAN to pay.
11. **Reserve Investments** – ANA will discuss whether UAN may participate in the co-mingled fund at the next Investment Oversight Committee meeting, currently scheduled for early December. If UAN cannot participate or chooses not to participate in the co-mingled fund, ANA will facilitate UAN receiving investment management assistance from either Merrill Lynch or Sun Trust. ANA will provide UAN with copies of all applicable investment policies.
12. **Human Resources** – In connection with hiring new UAN staff, UAN may screen its own resumes and have its employment ads placed in specified publications.
13. **Personnel Records** – ANA will store the UAN personnel records in a secure cabinet to which UAN management has access. Human Resources will identify a system to notify UAN management when UAN staff seek access their individual personnel records.
14. **Orientation** – New UAN employees may participate in ANA orientation (including benefit plan and operations orientation) as appropriate.
15. **Computers** – UAN staff will have their desktop and laptop computers replaced in accordance with ANA standard practices. UAN shall have the option to choose a dockable laptop computer consistent with ANA standard practices.
16. **E-Mail Access** – Because of the need to maintain strict confidentiality of UAN's e-mail, ANA agrees that it will not access UAN e-mail except when absolutely necessary to resolve technical problems, theft or abuse of the system. ANA will notify UAN management of its need to access an individual's e-mail account prior to such access. Notice will be accomplished by an ANA OT staff person by placing a call to the UAN Executive Director or his/her designee, and leaving a message if the Executive Director or his/her designee is not available and if there is an emergent situation that warrants immediate access. Access shall only be afforded to ANA's OT personnel under the above-described conditions.
17. **E-Mail Tag** – UAN will have its own unique tag on its e-mail (*i.e.*, Bjones@uannurse.org). ANA will implement this within a reasonable period of time.
18. **Software** – ANA will load all standard software on UAN computers, which will include a word processing, spreadsheet and presentation package and e-mail. Non-standard desktop computer software must be requested through OT to make sure it is compatible with and will run in the current systems environment without compromising performance. OT will install all software. Non-standard software must be purchased by UAN with proof of valid licensing kept in OT.
19. **Fax Machines and Printers** – UAN will continue to have access to the current shared printers and fax machines that it currently uses, as well as any printers/fax machines that

are in UAN staff offices. If UAN wishes to have additional personal printers/fax machines, it will purchase them out of its operating budget. ANA will install and support the equipment without increase in the administrative fee.

20. **Dedicated 800 Line – ANA will facilitate UAN obtaining its own 800 number. UAN will be responsible for usage charges.**
21. **UAN Website – UAN has sole and exclusive control over the copy and the contents of its website. UAN staff may make changes for the website, code them in html and send them to On-line services for posting on the UAN website. In order to maintain systems integrity, on-line services will have the exclusive ability to post items to the server.**
22. **ANA Members Only Website – UAN members who are not members of ANA will still have access to the UAN website, though they will not have access to the members-only section of the ANA website (when developed).**
23. **Purchasing –UAN may include vendor(s) of its choice in the bid process for its projects, provided UAN gives ANA the appropriate vendor information. UAN will be solely responsible for selecting the vendor from the bids.**
24. **Library – The library will continue to be available to UAN staff. Library hours are the business hours of ANA. ANA will continue to distribute the periodical and document index to UAN consistent with ANA practice. ANA will archive UAN materials that UAN provides to it, consistent with ANA practice.**
25. **Centralized Subscription Management – ANA will continue to coordinate UAN subscriptions to requested journals, with UAN responsible for the cost of such subscriptions. Items that are currently stored in the library on labor issues will continue to be stored there.**
26. **Duty of Fair Representation Coverage for UAN under ANA Ulico Liability Insurance – This is included in ANA's insurance coverage.**
27. **ANA will establish separate UAN bank accounts, with a separate UAN lock box. UAN procedures will govern check approval and check signing.**
28. **ANA will provide UAN with its personnel policies, including policies governing confidential and other non-bargaining unit employees.**
29. **Consistent with ANA practice, the ANA Finance Department will provide regular financial reports to the UAN and, upon request make a presentation at a UAN Executive Council meeting at UAN's expense.**
30. **ANA's group policy on cell phones will continue to apply to the UAN.**
31. **All Individual Membership Benefit and Non-Dues Revenue Programs, as described in Attachment 4, are estimated to be implemented within 1-1/2 years.**

Attachment 1
ANA Listing of Standardized Business Practices
(as of September 2002)

This Listing of Standardized Business practices refers to paragraph 2, of the "Autonomy and Affiliation Agreement between American Nurses Association and the Associate Organizational Member for United American Nurses". ANA employs in the support and member services departments standardized processes, practices, reporting formats, or common use activities across the enterprise to ensure efficiencies of time, money and staff. This appendix does not outline the specifics of each item listed but attempts to identify the existence of such standard processes, practices, reporting formats, or common use activities and the stipulation that when using these services the using activity will comply with the existing processes. The below list of processes, practices, reporting formats, and common use activities will change over time at ANA's sole discretion. It is the expectation that change will be coordinated with using activities and that using activities will use the new practices, reporting formats, or common use activities. An asterisk denotes those processes, practices, reporting formats, or common use activities which may not be available in all respects to autonomous organizations.

1. **Financial Management/Accounting**
 - a. Use of centralized general ledger
 - b. Use of centralized accounts payable system
 - i. Different organizations do use separate bank accounts and check stock
 - c. Use of centralized accounts receivable system
 - i. Capability exists for multiple invoice formats
 - d. Standardized payroll system with 26 pay periods
 - i. Includes direct deposit for employees who choose to participate
 - ii. Tracks sick, vacation, personal and "comp time" balances
 - e. Monthly financial reports using standardized format
 - i. General Ledger Detail
 - ii. Variance Report
 - iii. Financial Statements
 - f. Central billing for states who opt to participate
 - i. ANA invoices members, collects membership data and allocates dues dollars and transmits them to appropriate parties (ie: CMA, ANA)
 - g. Standard procedures and demographic data in the central membership database which includes:
 - i. Membership status
 - ii. Address and phone information
 - iii. Demographic information as provided
 - iv. Committee participation history
 - h. Manages audit process using outside accounting firm
 - i. Prepares tax returns using both in-house and outside accounting firm expertise
 - j. Prepare both ANA and UAN LM2s using both in-house and outside accounting firm expertise
 - k. Standardized cash management

- ii. Standard department networked printers
 - iii. Local area network access and support
 - iv. Special hardware including printers for individual use must be compatible/supportable within standard environment and requesting organization assumes costs.
- b. Standardized software (Requirements analysis, procurement, implementation, testing, vendor management, and maintenance)
- i. E-mail system that sends and receives internal and external email messages
 - ii. File and print services
 - iii. Standard desktop productivity software (word processing, spreadsheet, and presentation graphics)
 - iv. Financial management system
 - v. Association management system
 - vi. Anti-virus protection
 - vii. Special software must be compatible/supportable within standard environment and requesting organization assumes costs.
- c. Standardized telecommunications services (Requirements analysis, procurement, implementation, testing, vendor management, and maintenance)
- i. Fax services (inbound, outbound, fax broadcast, and faxback)
 - ii. Internet access
 - iii. Standard remote access to email and file services (Does not include cost of equipment, phone lines, long distance charges, or Internet Service Provider fees at remote locations)
 - iv. Standard phone system
 - (1) Local service
 - (2) Directory assistance
 - (3) Long distance and toll-free inbound (usage costs assumed by using organization)
 - (4) Calling cards (usage costs assumed by using organization)
 - (5) Cell phones (usage costs assumed by using organization)
 - (6) Voice mail with remote access
 - v. Conference call services
 - (1) Usage costs assumed by using organization
 - (2) Standard in-house teleconferencing system
 - (3) Vendor management for external overflow services.
- d. Routine processes for seeking Help Desk support for all standard hardware, software, and telecommunications services.
- i. Technology setup and support for inter-office meeting space (computers, telephones, projectors, printers)
 - ii. Hardware (installation, upgrade, troubleshooting)
 - iii. Software (installation, upgrade, troubleshooting)
 - iv. Telecommunications services (administration of phone system, troubleshooting, installation, upgrade)
 - v. Office equipment moves

- 4. On Line Services**
 - a. Requests for Webmaster services to develop, maintain, and monitor and host websites are accomplished via a standard work request.
 - b. Requests for major efforts (new initiatives, or existing efforts that require a change in technology to accomplish a task) will be submitted on the OnLine Service Capital Request form.
 - c. Standardized processes for submitting Press Releases and other news on NursingInsider
 - d. Set up and maintenance processes for public and secure listserves [cost of actual listserve not included].
 - e. Group purchase contract for Lexis-Nexis Services with standard terms and conditions, invoicing and methods for technical resolution
 - f. Entry into the NursingWorld information base may be limited to ANA membership and certain simple but necessary protocols for obtaining entry to the ANA website. The estimated effective date for this change will be first half of 2003.

- 5. Administration**
 - a. Daily basic cleaning of office space and public facilities using landlord provided services
 - b. Standard mail and express mail services during normal business days
 - c. Reproduction services except for color copying capabilities
 - i. Specific costs charged back to organization
 - d. Centralized purchasing agent and system
 - i. Uses uniform purchasing guidelines and standards
 - ii. Uses standardized purchase order system
 - e. Processes for management of office space and public facilities
 - f. Meeting Services Guide for management of office meeting rooms
 - i. Includes set up as requested using existing tables and chairs

- 6. Legal**
 - a. Use of ANA Form for initiating legal review of business contracts
 - b. Requests for legal services will be accompanied by necessary background information and must fall within guidelines for legal services

- 7. Library**
 - a. Access to general nursing reference and book sources and subscribed industry periodicals
 - b. Processes for requesting on demand requests for published citations
 - c. Copyright permission requests and searches using commercial databases including Dun and Bradstreet and CINAHL
 - d. Preparation of material for the collection and archiving of Storage of historical records
 - e. Process for obtaining centralized subscription management

- a. **ANA standardized insurance policies for business practice protection, workers compensation, excess crime protection, fiduciary liability, publishers liability, union liability, travel accident, international business, and convention and meeting insurance for revenue producing meetings**
- b. **Standardized policy and procedure formats**
- c. **Equipment and Furniture Inventory System with planned enhancements**
- d. **Compiling and drafting of disaster planning and preparation procedures**

13. Communications

- a. **Advertisements and editorial in TAN must comply with advertising and editorial guidelines and policies and meet all applicable deadlines**
- b. **Use of and access to broadcast fax list of nursing and health care trade media.**
- c. **ANA's editorial control of AJN pages is limited to its own eight pages, which must comply with the journal's deadlines, and all publishing decisions are governed by the contractual agreement between ANA and Lippincott Williams and Wilkins; access to AJN is time limited , i.e. through 2005**
- d. **Methods for fielding press calls**
- e. **Management of layout and design of published works**

Attachment 2 - Office of General Counsel Service Line Summary for UAN

Description of Service Line	Cost Centers (Numeric Designation)	Total Estimated Dollars (including Salary)	Total Estimated FTE(s) Allocation	Quality Service Standards	Quality Customer Standards
<p>Legal Services: Provides legal services and support through Office of General Counsel staff or outside counsel supervised by Office of General Counsel staff for specialized issues as determined by the General Counsel. Consult with customer to review the nature of the issue, complexity and timeframes. Tracks and monitors trademark and copyright filings and applications. Develops and reviews agency fee and "Beck" guidelines, procedures and computation in coordination with Finance Department. Tracks and maintains corporate registration and annual reports. Coordinates with Payroll on corporate registration in other states. Ensures compliance of insurance coverage with Risk Management.</p>	10842500			<p>For all work, General Counsel will expedite emergency matters. Compliance with all applicable laws and filing deadlines.</p>	<p>Disclosure of all pertinent information and submission of relevant documentation by customer is required.</p>
<p>Legal Review: Reviews proposed business contracts and give advice regarding same. When appropriate, for complex or sensitive contracts, negotiates contract terms.</p>	10842500			<p>Standard contracts will be reviewed within 10 business days. Complex agreements will be reviewed in appropriate timeframes. Contract routing form to be completed with appropriate signatures and submitted with original contract.</p>	<p>For all work, customers will seek assistance sufficiently in advance of the need for a response, e.g., customers will allow 10 business days for contract review. Customers will provide all needed background information to support a thorough review of the question or legal matter presented.</p>
<p>Legal Advice: Provide advice regarding personnel, labor and employment matters in conjunction with Human Resources. Responds to legal questions posed by customers regarding business operations, corporate relationships, professional practice issues and labor law. Provides advice in connection with governance matters including bylaws, elections and fiduciary responsibility of Board members.</p>	10942500			<p>Coordination with customer to review nature of issue, complexity and timeframes, e.g., within grievance response time. Advice will be provided in a format appropriate to the question, e.g., at attendance at a committee or board meeting or through opinion letters.</p>	

General Information Concerning Product & Service Line Summary

Description of Service Line	Cost Centers (Numeric Designation)	Total Estimated Dollars (Including Salary)	Total Estimated FTE(s) Allocation	Quality Service Standards	Quality Customer Standards
<p>1. This document is intended to provide a general outline of the service lines available to customers in return for the Administrative Fee charged to customers for this support. It also describes the specific services to be provided in Communications, OnLine Services, and Marketing for agreements pertaining to these areas in the Autonomy and Affiliation Agreement. 2. The description of the service line is intended to cover the main components of a service line but not to be an exhaustive description of each and every procedure or form or process undertaken to provide a service to a customer. 3. This document has been prepared by department and then by product or service line. Products and service lines may cross cost centers and offices within an ANA department. 4. At the bottom left side of the first page of each major functional area there is a contact person's name and phone number to address concerns about service level and quality.</p>	<p>1. Cost Centers will not normally be provided unless a specific funding amount has been agreed to in the Affiliation Agreement. 2. A service line may not be fully self contained within a single cost center, therefore, some service lines may cross several cost centers.</p>	<p>1. Total estimated dollars will not be provided unless a specific funding amount has been agreed to in the Affiliation Agreement. 2. The computation for administrative fee costs is normally accomplished through the application of ANA's Overhead Calculation.</p>	<p>1. Total estimated Full Time Equivalents (FTEs) of staff will not be provided unless a specific funding amount has been agreed to in the Affiliation Agreement. Full time equivalents may encompass several individuals. The area Director will decide who is the most appropriate for the specific task.</p>	<p>1. ANA staff has provided service standards where feasible but not every service or aspects of service will have standards listed. Since many services are constrained by circumstances outside of staff control these standards will normally be qualified at the time the circumstance occurs. Extremely complex projects may also fall outside the service standards provided and can be discussed on a project basis. 2. References to a business day is defined as Monday through Friday and work hours from 8:00 AM to 5:00 PM during those days. 3. ANA has not attempted in most services or product lines to quantify the amount of support. Given the fluid or unspecified nature of the support requested, it is difficult to quantify the majority of areas covered by the Administrative Fee.</p>	<p>1. Quality Customer standards have normally been put forth in terms of advance notifications needed for work planning, or have been tied to specific processes that customers need to follow in order to receive a service. 2. There is a relationship to the Standard Business Practices document also contained in conjunction with this agreement, but the two documents have not been cross referenced.</p>

Operations Support Service Line Summary

Description of Service Line	Cost Centers (Numeric Designation)	Quality Service Benchmark or Standards	Quality Customer Benchmark or Standards
<p>Photocopy Center: Copy Center staff run medium to large copy jobs. Copy Center staff provide a proof before the job is finalized. Jobs outsourced due to time constraints are the financial responsibility of the customer. The turnaround time for copying and finishing jobs is: 1 Page of 200 to 1,000 copies = estimated turnaround time of 15 minutes to 1 hour; 2 to 60 pages of 20 to 100 sets = 1 hour; 101 to 250 sets = 1 to 2 hours; 251 to 500 sets = 2 to 4 hours; 51 to 100 pages of 20 to 100 sets = 2 to 4 hours; 101 to 250 sets = 4 to 6 hours; 251 to 500 sets = 6 to 8 hours. Additional time must be added when the customer requires Padding = Add one additional day; Folding = depends on quantity, add another 2 hours; Cutting = One additional hour; and Binding = Depending on type and amount, add an additional 2 to 4 hours. Copy Center staff will provide a proof before the job is finalized. It will be discussed with the customer before outsourcing. A Duplicating Request Form completely filled out by the customer must accompany each job brought to the Copy Center. Copy Center staff meet with customers before running complicated jobs, e.g., jobs with multiple tabs, combination of one-sided and two-sided documents. Copy Center staff invent</p>	<p>10900500</p>	<p>Copy jobs brought to the copy center between 8:00 a.m. and 12:00 p.m. or Noon will generally be returned the same day or by Noon of next day. Ability to meet above stated turnaround time is based on staff complement, copiers working, volume of copies needed, type of finishing required, e.g., spiral binding takes more time, condition or original document, proof reviewed as soon as received and returned promptly to Copy Center. Copy Center coordinators will notify customer of any problems which could delay finished product. Copy Center staff will coordinate with customer outsourcing if necessary or if overtime is required to complete the job. Accuracy rate of 98% will be maintained on all Copy Center productions based on the approved proof.</p>	<p>Customers are to deliver copy jobs to the Copy Center within the timeframe established by the copy center in order to meet the original document must be acceptable quality, proof must be reviewed and approved as soon as received, staff must be available if questions arise concerning the document. Customer may incur extra charges, e.g., overtime, outsourcing if document is not brought to the Copy Center within the timeframe specified to complete the job. Customer will be notified when the job has been completed. Customer should operate convenience copiers using guidelines established by the Copy Center to prevent down time.</p>
<p>Photocopy Center - Continued</p>		<p>The turnaround time for copying and finishing jobs is: 1 Page of 200 to 1,000 copies = estimated turnaround time of 15 minutes to 1 hour; 2 to 50 pages of 20 to 100 sets = 1 hour; 101 to 250 sets = 1 to 2 hours; 251 to 500 sets = 2 to 4 hours; 51 to 100 pages of 20 to 100 sets = 2 to 4 hours; 101 to 250 sets = 4 to 6 hours; 251 to 500 sets = 6 to 8 hours. Additional time must be added when the customer requires Padding = Add one additional day; Folding = depends on quantity, add another 2 hours; Cutting = One additional hour; and Binding = Depending on type and amount, add an additional 2 to 4 hours. Copy Center staff will provide a proof before the job is finalized.</p>	

Description of Service Line	Cost Centers (Numeric Designation)	Quality Service Benchmark or Standards	Quality Customer Benchmark or Standards
<p>Facility Management: Coordinate and facilitate services provided by the landlord which include Housekeeping, Engineering and Security. Coordinate internal security services. Communicate with Landlord re the Lease and financial matters relating to the Lease. Attend monthly meetings held by the Landlord. Set up meeting rooms as specified and maintain the meeting rooms. Set up offices for new staff and temporary staff. Meet with customers on future office space needs. Coordinate internal office moves; rearrangement and relocation of office furniture and equipment. Coordinate services to repair furniture and equipment. Provide standard hospitality products for internal meetings and customer use. Catering for meetings is planned by the customer and charged to the customer.</p>	<p>10963000</p>	<p>Routine facility requests are reported to Landlord same day. Emergency facility requests are reported immediately to Landlord. Immediate service is required from vendors for emergencies, e.g., security doors are not active, back-up air conditioning unit in computer and telephone rooms not working. Office moves are scheduled by Operations Staff after 10 day notification is sent to WBNG-ASU. Non-bargaining customers' moves are scheduled by Operations staff 5 to 10 days after notification. Rearrangement of office furniture, if appropriate, is done within 5 to 10 days after receipt of request unless emergency. Response to requests to repair furniture and equipment depends on evaluation of whether item needs to be replaced or repair and costs associated. Operations staff will remove broken furniture and equipment from offices or work areas. Conference rooms are set up day before or day of meeting as scheduled using standard procedures.</p>	<p>Conference rooms must be scheduled 2 days before the meeting using standard procedures. Conference rooms must be cancelled immediately if meeting is cancelled. Conference rooms should be cleaned out of papers/materials after meetings. Standard Hospitality request form must be submitted to Operations staff 2 days before day of meeting. Customer must have picked their offices before office move/rearrangement of furniture. The Office move/relocation must be coordinated through operations. Operations should be notified 5 days in advance to set up a new office customer should not remove broken furniture and equipment from current or vacant offices.</p>
<p>Mailroom: Process all incoming and outgoing mail, including special handled mail. Coordinate business reply, lockbox services, bulk mail accounts with U.S. Postal Service. Coordinate services with discount mail house. Process member dues notices and membership cards for centrally billed members. Provide finishing services, such as folding and inserting letters. Process and sort Friday mail materials. Receive and inspect all incoming packages. Prepare monthly report for Finance Dept. of postage usage by cost centers. All special mail charges, e.g., Federal Express, are charged to the customer. Maintain and coordinate services for all mailing equipment.</p>	<p>11036000</p>	<p>Process outgoing and incoming mail daily. Notify customer of special mail deliveries, e.g., Federal Express. Process bulk mail within 7 business days of receipt in Mailroom, e.g., membership dues notices.</p>	<p>Mail should be coded with the correct cost center before submitting for processing. Packages should be addressed properly and wrapped properly before submitting to mailroom for processing. Customer should notify mailroom staff in advance of large mail jobs. Requests for finishing jobs (folding or inserting) should be coordinated with Mailroom staff. Customer should notify Mailroom staff of any special services or product needs two business days in advance.</p>

Description of Service Line	Cost Centers (Numeric Designation)	Quality Service Benchmark or Standards	Quality Customer Benchmark or Standards
<p>Purchasing: Provide standard centralized service for the purchase of materials, goods and services with the objective of maintaining competitive pricing and availability. Purchasing Agent meets with vendors and customers to determine needs, solicit 2 to 3 detailed bid requests; notify selected vendors, notify customer of print schedules and any discrepancies in costs and delivery of finished product; contact vendors re status of requests. Coordinate Blue Line approval process with customer and vendor. Train staff on printing requirements and established standards; provide daily maintenance of vendor files, item number assignment and specification description on goods. Produce purchase orders. Maintains files to support purchase requests. Order office supplies daily and meet with office supply vendor twice a month. Provide purchase order number controls and fiscal monitoring of approval process. Problem solves and negotiates with vendors on behalf of customer. Provides vendor general correspondence and screening. Check potential vendor references. Work with Accounts Payable staff as needed on processing problematic invoices for payment. Work with</p>	10663000	<p>Process standard office supply requisitions same day if received by 3:00 p.m. and process non-office supply requests within 2 business days. Obtain bids for customer on print, promotional and equipment needs 2 business days after request is received. Notification of bid information forwarded to customer within 2 days after received from vendor. Blue Line approvals forwarded to customer upon receipt from vendor.</p>	<p>All requisitions for goods and services received in Purchasing must be approved by the current signature authority. Customer should submit official documentation of signature authority to Purchasing Agent and should be coded and authorized by the proper signatory manager/director before submission to Purchasing Agent. All bid requests must be in writing (e-mail) and received in Purchasing 4 business days before the information is needed. Calls and/or e-mails from the Purchasing Agent should be returned immediately to expedite service on the finished product. Blue Lines must be proofed and initiated before sending back to Purchasing and/or the Vendor.</p>
<p>Operations Administration: Supervise staff, prepare and maintain budgets. Inventory and purchase paper, toner cartridges for printers and fax machines, with the exception of color printers. Coordinate maintenance services for fax machines.</p>	10663000		

Finance Service Line Summary

Description of Service Line	Cost Centers (Numeric Designation)	Quality Service Benchmark or Standards	Quality Customer Benchmark or Standards
<p>Standard Accounts Payable Service: Receive check requests from departments, date stamp, check the information on the check request for correct cost codes and completeness, input the check request data into the accounts payable module. Create check run and print the check. Vouch the amounts and addresses on the check request and check to make sure that they agree. Insert checks into window envelope and submit to Operations Support for mailing. Reconcile deposited checks with bank statement on a monthly basis.</p>	<p align="center">10960000</p>	<p>Standard check requests in by Friday, out by the following Friday. Any request for payment information will be responded to within one (1) business day of receipt of the request.</p>	<p>Standard check requests should be properly coded and signed by the appropriate customer manager/director. The request should contain appropriate documentation including cost center, account, business purpose and original receipts.</p>
<p>Standard Accounts Receivable Service: Receive invoice requests from departments, date stamp, check the information on the invoice request for correct cost codes and completeness, input the invoice request data into the accounts payable module. Program the invoice printer, load invoice stock, and print the invoice. Compare the amounts and addresses on the invoice request to the invoice to make sure that they agree. Insert invoices into window envelope and submit to Operations Support for mailing. Finance records cash receipts from payments into the accounts receivable module. Monthly reports are created showing the aging of receivables. Finance sends out past due notices at 60 and 90 days. Payments past due over 120 days are sent to a collection agency. Finance reconciles deposited payments recorded in the receivable module with bank statement on a monthly basis.</p>	<p align="center">10960000</p>	<p>Standard invoice requests will be completed within five (5) business days. Weekly reports will be transmitted on the status of invoice payments. Customized invoices within limits of standard software and printers may be available subject to a separate agreement.</p>	<p>Standard invoice requests must be approved by manager level or above in the entity. Customer must clearly define information required by data fields in the invoice.</p>
<p>Standard Payroll Service: Completed timesheets reviewed for completeness and accuracy, and input into the payroll system every two weeks. Activity includes calculation of all taxes, benefits (e.g., medical, insurance, 401(k), pension, and flex), and garnishments. Calculate and input individual's change in status relative to change in tax liability and benefits. Create W-2s for year-end reporting.</p>	<p align="center">10960000</p>	<p>Standard payroll will generate accurate pay amounts reflecting all changes made by individuals through Human Resources and Payroll. Pay checks or direct deposit pay will be completed 26 Fridays of each year.</p>	<p>Standard timesheets need to be reviewed and approved by the supervising manager. They should be submitted to Payroll by 10:00 a.m. on the Monday (or Friday if Monday is a holiday) before the payroll run. Time recorded should be actual hours worked, including sick, vacation, compensatory, and personal time. Time charged must be arithmetically correct, and charged to appropriate cost center.</p>

Description of Service Line	Cost Centers (Numeric Designation)	Quality Service Benchmark or Standards	Quality Customer Benchmark or Standards
<p>Standard Monthly Financial Reports: Distribute standard monthly financial reports included: Balance Sheet, Statement of Activities for the period by Fund, Variance to Budget and Projection, Functional Activities and Programmatic Activities. Accompanying reports include: general ledger detail and cost center variance reports by cost center. The Programmatic Statement of Activity results will also be presented in graphic format with year-to-date trends.</p>	10980000	Standard month-end financial reports will be generally available by the 15th business day of the month, except in January and February due to annual audit preparation. Reports will generally be distributed by the 18th business day of each month.	Customers need to closely review the Standard Monthly Financial Reports and accompanying transaction statements. Any disputed transaction should be identified by the customer within 30 business days of the report's issuance. These disputed transactions should be discussed with the Entity Controller for possible correction.
<p>Central Billing Service: Receive monthly data updates from each CMA in central billing service. Record changes in dollars, names, addresses, and other membership data in the Association Management System (AMS) by CMA. Check the new data submitted by the states against the existing records. Copy revised state data to CD-ROM and return to CMAs each month. Invoices for dues and services, collect payments through lockbox, credit card systems, EFT, and direct payment. Print and send membership cards to members. Record payments in accounts receivable module and to the AMS and general ledger.</p>	10222000	Monthly billing/collection cycle will be maintained with organization corrections made a the beginning of the month and updated CD-ROMS returned to the organizations by the end of the month.	Participating organizations must provide members to be billed and changes in individual information.
<p>Maintenance of Membership Database: Finance, through Revenue Operations, maintains the AMS of member names, addresses and other membership data. This entails inputting, correcting, and modifying the files for 152,000 members and also non-members who purchase products and services from the entities. The source of these changes are individual members, CMAs and staff. The changes are delivered through phone calls, e-mail, mail and reports.</p>	10222000	Maintain current and accurate membership database for organizations.	Requires timely and accurate member data transmittal to Finance, preferably in a system compatible format. However, e-mails, calls, and mail changes will be accepted.

Description of Service Line	Cost Centers (Numeric Designation)	Quality Service Benchmark or Standards	Quality Customer Benchmark or Standards
<p>Manage Financial Audit Process: Select independent audit firm and review their performance annually. Prepare required schedules to assist auditors' review of customer financial transactions. These schedules representing transactions in the general ledger, accounts payable module and accounts receivable module must be prepared to the specifications of the outside auditors.</p>	10960000	Supervise the annual audit of customers in a timely and accurate fashion. This includes A-133 audits as well as independent audits. Audits to be completed by July 31st.	Customer management is responsible for their financial statements. Proper monthly review of the financial statements and the transaction journal will ensure accurate statements. Customer management must interview with auditors to provide independent operating information.
<p>Prepare Federal and State Compliance Returns and LM2s: Returns include: DC Annual Report, Forms 1099 and 1096; Non-Employee Payments, Unrelated Business Income tax: DC Form D-20 and IRS Form 990-T, Informational Return: DC Form D-20 and IRS Form 990, Tax Return: IRS 1120, Beck, DC Arena Fee Return, Seven (7) Fringe Benefit Programs: Form 5500 & SAR, DC Personal Property Tax Return: FP-31, DC Unclaimed Property Return: Form UP-1, DC Sales & Used Tax Return: FR-800M.</p>	10960500	Prepare and submit required federal and state compliance returns in a timely and accurate fashion. Prepare LM2s for submission on March 31st, and revised submission after the annual audit is final.	Customer management is responsible for the financial data required to create tax returns. Finance needs to have complete and accurate information from customers.
<p>Standard Cash Management Services: Manage the bank accounts for each customer including daily review of cash balances, monthly bank account reconciliations, and maintenance of check stock. Additionally, manage lockboxes, credit card processing, and other cash receipts activity. Maintain relations with SunTrust Bank and continue to identify the most efficient and effective banking tool to utilize. Manage the Commingled Fund relationship with Merrill Lynch.</p>	10960500	Process standard lockbox cash receipts every business day. Manage operating accounts through centralized banking. Manage reserve accounts through the Commingled Fund to attain highest return at lowest risk.	Customer should deliver to Finance all checks received on the same day as they are received. Complete documentation should accompany all receipts.
<p>Standard Insurance Coverage: The customers will be covered by standard policies administered by ANA. These risk management policies include: business package (property and casualty), workers compensation, excess crime, union liability insurance (director & officer), travel accident, not-for-profit organization liability (director & officer), and fiduciary liability.</p>	10960000	Annually review standard insurance policies with broker. Work with broker to maintain effective risk management program for all customers. Policies can be reviewed with customers each year.	Customer should be familiar with current insurance coverage. A change in customer business practice or governance should be discussed to determine the insurance impact to the customer.

Description of Service Line	Cost Centers (Numeric Designation)	Quality Service Benchmark or Standards	Quality Customer Benchmark or Standards
<p>Standard Budgeting Process: Assist with the development of annual budget principles and assumptions to form a foundation for the annual budget cycle. Develop and maintain budgeting tools to facilitate implementation of the budgeting process. Accomplish monthly analyses of each cost center and communicate to management significant variances to budget. Organize and accomplish at least two (2) budget projection procedures through individual meetings with each department head.</p>	10960500	<p>Schedule the standard annual budget cycle. Assist customer in developing the budget document. Create and maintain a budget preparation tool to assist customers with the budget process. Monitor adopted budget variance through standard monthly financial reports.</p>	<p>Identify time schedule for initiation and completion of the budgeting process. Prepare budget principles and assumptions prior to beginning of annual budget process. Customer should help their managers meet budget deadlines facilitating a timely completion of Finance budget schedules.</p>
<p>Standard Budgeting Process: Assist customers in preparing annual capital budgets concentrating on capital expenditures for technology and equipment. Identify new purchase process and analyze cost/benefit studies justifying capital expenditures. Calculate depreciation expense of capital budget and quantify operating expenses versus capital costs for customers.</p>	10960500	<p>Schedule the standard annual capital budget cycle. Assist customer in identifying productive capital expenditures based on cost/benefit analyses. Create and maintain a budget preparation tool to assist customers with the capital budget process.</p>	<p>Identify time schedule for initiation and completion of the capital budgeting process. Prepare capital budget principles and assumptions prior to beginning of annual capital budget process. Customer should help their managers assess the cost/benefit of proposed capital expenditures. Customer facilitates managers attaining Finance budget schedules.</p>
<p>Standard Support and Attendance at Committees on Finance and Board of Directors Meetings: Prepare meeting books for volunteers and staff for each Committee on Finance (COF). Provide information to include in meeting books for Board of Directors meetings. Plan room locations, food and other logistical issues connected with the COF meetings. Present financial results and important financial trends affecting a customer at each meeting. Coordinate with the independent auditors and financial advisors for them to attend and present their results at COF meetings. Coordinate meetings of the Pension, Investment Oversight, and Critical Assistance Loan Committees.</p>	Entity	<p>Prepare agendas and meeting books for each COF meeting. Present financial statements at each meeting and any other analysis or report. Serve as Finance staff for customer.</p>	<p>Senior staff of customers should review Finance presentations prior to delivery to volunteers. Customers pay for any approved travel for Finance to attend customer meeting</p>

Communication Service Line Summary for UAN

Description of Service Line	Cost Centers (Numeric Designation)	Quality Service Standards	Quality Customer Standards
<p>The American Nurse (TAN): The American Nurse is the official organ of this association and is provided to each individual member of constituent members. TAN is a newspaper published on a regular schedule. Services described are specific to the agreement between ANA/AOM that the AOM receives one page of editorial in each issue: Edits the content to meet editorial standards. Provides proofreading and basic layout services. Provides oversight with printer, reviewing blue line for accuracy and quality, and oversees standard distribution process.</p>	<p>10503000</p>	<p>1. Meets all deadlines with printer and related vendors to ensure timely production of newspaper. 2. Copy is edited for clarity, grammar, and punctuation. Rewrites are suggested to make copy more newsworthy and reader friendly. Customer reviews and approves revised copy. 3. Editor collaborates with customer for the sole purpose of resolving concerns about appropriateness of content to ensure it does not denigrate or undermine the activities, position, mission of ANA, its entities or other customers (AOMs). 4. Pages are laid out ensuring a professional appearance consistent with the overall design of the newspaper. Work with customer on standard design elements. If design results in additional direct costs, e.g., cost for use of photo, customer approves expense in advance and is responsible for direct costs for such design elements.</p>	<p>1. Customer meets copy and final review deadlines and meets editorial style and length guidelines for articles. 2. Customer's editorial content does not denigrate or undermine the activities, position, mission of ANA, its entities or other customers (AOMs).</p>

Office of Technology Service Line Summary

Description of Service Line	Cost Centers (Numeric Designation)	Quality Service Benchmark or Standards	Quality Customer Benchmark or Standards
Technology and Systems Support Total	1098-4500		
<p>Major Business Application Support: Requirements analysis, system selection, implementation, testing, vendor management, and maintenance for current and standard major business software applications and the associated hardware platforms: Financial Management System, Association Management System (e.g., TIMSS), Human Resources and Payroll System. Specialized systems and new systems must be compatible and supportable within standard environment and are subject to separate agreement regarding cost, timing, and feasibility.</p>	1098-4500	<p>Maintain vendor support and upgrade path for all major applications. Internal support initiated through Help Desk process (Level 1). Support for complex problems can be escalated to applications analysts (Level 2), response generally within one business day of escalation with priority given to urgent trouble reports. Problems which cannot be resolved internally may be escalated to external vendor support (Level 3) for resolution, response dependent upon contract or time and materials agreement with particular vendor.</p>	<p>Customer provides ongoing input to technology planning process. Customer primarily uses major applications "off the shelf," requesting customization only when essential. Customer is actively involved in needs or problem definition and user testing of new features, systems, and problem resolutions.</p>
<p>Infrastructure Support: Requirements analysis, system selection, implementation, testing, vendor management, and maintenance for other standard (non-major business) software applications, network, and the associated hardware platforms: desktop computers, department networked printers, local area network, file/print services, electronic mail, desktop productivity software, anti-virus protection, remote access to electronic mail and file services. Specialized systems and new systems must be compatible and supportable within standard environment and are subject to separate agreement regarding cost, timing, and feasibility.</p>	1098-4500	<p>Maintain vendor support and upgrade path for all major infrastructure hardware and software. Internal support initiated through Help Desk process (Level 1). Support for complex problems can be escalated to systems engineers within one business day of escalation with priority given to urgent trouble reports. Problems which cannot be resolved internally may be escalated to external vendor support (Level 3) for resolution, response dependent upon contract or time and materials agreement with particular vendor.</p>	<p>Customer provides ongoing input to technology planning. Customer is actively involved in needs or problem definition and user testing of new features, systems, and problem resolutions.</p>

Description of Service Line	Cost Centers (Numeric Designation)	Quality Service Benchmark or Standards	Quality Customer Benchmark or Standards
<p>Telecommunications Support: Requirements analysis, system selection, implementation, testing, vendor management, and maintenance of current and standard telecommunication services: local phone service, directory assistance, long distance and toll-free inbound, calling cards, cell phones, voice mail, conference calling, fax (inbound, outbound, broadcast, faxback). Usage charges for telecommunications services are direct costs to customer. Specialized systems and new systems must be compatible and supportable within standard environment and are subject to separate agreement regarding cost, timing, and feasibility.</p>	10884500	<p>Maintain vendor support and upgrade path for all major telecommunications systems. Internal support initiated through Help Desk process (Level 1). Support for complex problems can be escalated to telecommunications specialist (Level 2), response generally within one business day of escalation with priority given to urgent trouble reports. Problems which cannot be resolved internally may be escalated to external vendor support (Level 3) for resolution, response dependent upon contract or time and materials agreement with particular vendor.</p>	<p>Customer provides ongoing input to technology planning. Customer is actively involved in needs or problem definition and user testing of new features, systems, and problem resolutions.</p>
<p>Help Desk Support: Installation, upgrade, problem resolution (includes receiving trouble calls, reviewing reported problem, logging work order, diagnosis, analysis, and remedy or escalation) and administration (includes account maintenance, security administration, and license tracking) of all standard hardware, software, and telecommunications services. Office equipment moves. Technology setup and support for inter-office meeting space: computers, telephones, projectors, printers.</p>	10884500	<p>Response = acknowledgement and review of reported problem & initial troubleshooting. Urgent requests (system down, work stoppage) response generally within four business hours. High priority requests (work inhibited but not severely enough to be categorized as outage) response generally within one business day. Medium priority requests (system requires attention, answers required - time dependent) response generally within two business days. Low priority requests (e.g., general questions, meeting setups, office moves) response generally within three business days.</p>	<p>Customer requests all support through established help desk process and properly identifies priority of request. Customer gives three business days lead time for routine requests: new user account creation and office setup, meeting setups, equipment loan/checkout, office moves, report requests, etc.</p>
<p>Management, Personnel, and Administrative costs for technology support</p>			

Library Information Center Service Line Summary

Description of Service Line	Cost Centers (Numeric Designation)	Quality Service Benchmark or Standards	Quality Customer Benchmark or Standards
<p>Library Collection: Provides staff access to a broad compilation of reference materials as determined by the collection development policy, including publications relevant to policy development and analysis in general nursing practice and the health sciences. The collection includes dictionaries, directories, almanacs, indexes, serial publications, and ANA and Constituent Member Association publications.</p>	10942000	<p>The open collection of books, serials, and publications are kept in an organized manner for easy self-service by all. The Librarian, when requested, assists with locating material.</p>	<p>Customer will receive an initial orientation to the library layout, organization, and policies regarding use of all material in the library. Customer will comply with established circulation system for borrowing/return of library materials.</p>
<p>Research: Conducts research as requested to support the content work of staff. Identifies and accesses relevant library and research databases and obtains resources from the ANA library and other sources as appropriate. Presents research results to requestor in a user friendly bibliographic format.</p>	10942000	<p>Librarian conducts a reference interview to clarify research request. Information research request that are not complex (e.g. 2-3 search terms in 1 database) generally will be delivered within two business days of the receipt of the request by the Librarian. Complex information requests (e.g. 5+ search terms 2 or more databases) or research on emerging concepts generally will be delivered within four working days of receipt of request by the Librarian.</p>	<p>Requestor will participate in a reference interview with Librarian to lay out the dimensions of the request, establish core and related concepts, eliminate issues, define level of depth, provide for any retrieval expenses, and agree upon a timeline for delivery of research results. Broad, multi-layered projects will be designed collaboratively by the Librarian and requestor with agreed upon deliverables and deadlines.</p>
<p>Document Delivery Service: Provides delivery of documents requested individually or discovered through research, from journal articles, books, book chapters, online documents utilizing cost effective sources of interlibrary loan, commercial providers, document delivery services, or original publisher. Fees required to obtain the documents are a direct cost to the customer.</p>	10942000	<p>Response time is dependent upon the availability of the requested documents, the format for transmittal, and the pricing structure of the document provider. Document delivery is generally completed within two weeks.</p>	<p>Requestor will provide a budget code when requesting document delivery of materials that are not in the Library collection.</p>

Description of Service Line	Cost Centers (Numeric Designation)	Quality Service Benchmark or Standards	Quality Customer Benchmark or Standards
<p>Subscription Management: (includes all print & electronic subscriptions) Provides centralized management of all customer's subscriptions that reduces time and paperwork, and eliminates renewal tracking and on-going invoicing. Departments or organizations are charged back for the cost of their subscriptions. Subscriptions are reviewed semi-annually for renewal or cancellation. Subscriptions can be started at any time. Cancellation policies related to a subscription depends upon the publisher.</p>	10942000	<p>All subscription starts and stops are processed through the Library generally within one business day of receipt by the Librarian. New subscriptions take 6 - 8 weeks to begin delivery depending upon the publisher. Subscriptions are charged back to the requesting customer. Request for replacement copies of missing or damaged issues (two month time limit) are processed as soon as the Librarian is notified. All electronic subscriptions are processed through the Library; access is provided to individual subscribers via password.</p>	<p>Customer request for subscription starts, stops, or corrections must contain basic information regarding the subscription and specific date or issue information as needed. Subscription related requests must have the proper authorization and budget code.</p>
<p>Copyright: Advises regarding the fair use of copyrighted materials. Provides royalty processing through the Copyright Clearance Center for copyright material in multiple copies. All royalty fees are charged back to the customer requesting the service.</p>	10942000	<p>Questions and issues of copyright are generally answered within two business days of receipt by the Librarian. Royalty processing for permission to reproduce copyrighted material is generally completed in two business days of receipt by the Librarian.</p>	<p>Federal Law governs the reproduction of copyrighted material. When multiple copies are desired, the full and complete citation of the reproduced material, as well as the total number of copies to be made will be provided to the librarian to obtain permission and ascertain the fee to be paid by the requestor prior to reproducing and disseminating the material.</p>
<p>Bibliographic Verification: Provides complete and correct information to ensure accuracy of footnotes, reference list, bibliographies. Answers questions regarding proper formatting of citations.</p>	10942000	<p>One page of references can be verified as correct generally in one business day of receipt by the Librarian. Formatting questions can generally be answered in one business day of receipt by the Librarian.</p>	<p>Customer request for verification of citations, especially in the case of publications, must provide sufficient lead time of at least one business day to adequately meet anticipated deadline.</p>

Description of Service Line	Coast Centers (Numeric Designation)	Quality Service Benchmark or Standards	Quality Customer Benchmark or Standards
<p>Current Content: Provides compilation of the table of contents of recently received books and journals. Provides alerting service to interested users on relevant topics and issues that appear in the general nursing literature.</p>	10942000	<p>Generally on a bi-weekly basis provide a hardcopy of table of contents of new material that has been received in the Library.</p>	<p>Customer determines how this information will be used.</p>
<p>Information Management: Maintains Central Files as the primary proprietary repository of all business records of the association in a closed system. Librarian is the sole researcher of Central Files and provides photocopies of appropriate documents upon request. Advises on established appropriate record and document management practices. Departments are responsible for forwarding to Central Files business documents and records for incorporation into the holdings. The periodic weeding and review of older material in Central Files yields historic materials that are sent to the Association Archives at Boston University.</p>	10942000	<p>Manages Central Files in accordance with established Association of Records Managers and Administrators (ARMA) standards. Request for information responded to generally in two business days of receipt of request by the Librarian.</p>	<p>Customer is responsible for sending to Central Files in a timely way, business documents and records that maintain a continuity with past content and provide resource and reference information for use in the future.</p>
<p>Off-Site Storage: Provides a cost effective commercial off-site secure space for storage of documents and records retained short-term for legal purposes and possible reference. Cost of additional shipping or retrieval to storage will be charged to the customer requesting the service.</p>	10942000	<p>Ships to and retrieves materials from storage twice a calendar year on a date determined by ANA. Box(es) of material can be delivered the next business day if notice is given by 1:00 p.m. of the previous day, and the customer accepts the additional costs. Cost of additional shipping or retrieval to storage will be charged to the department/entity requesting the service.</p>	<p>For shipping, customer must follow vendor requirements of standard bankers box, transmittal sheet, content label and bar code label. Customer is responsible for maintaining an inventory record of contents of boxes sent to storage. Customer will comply with established dates for pick-up and retrieval to the extent possible and will give 2 business days notice for special pick-up or retrieval. For retrieval, customer needs to know the bar code number of boxes or the description of the contents to ensure accurate retrieval.</p>

Marketing Service Line Summary for UAN

Description of Service Line	Cost Centers (Numeric Designation)	Total Estimated Dollars (Including Salary)	Total Estimated FTE(s) Allocation	Quality Service Benchmark or Standards	Quality Customer Benchmark or Standard
<p>Meeting Services: All aspects of meeting planning for meetings ranging from 10 to 1,500 people. Services include: RFP development and distribution, analysis of bids received, site selection, contract negotiation and analysis, sleeping room and room block coordination, transient sleeping room coordination, VIP housing coordination, applying direct bill applications, food and beverage advice and management, audio visual advice and management, hotel specs preparation, registration advice, sign coordination, on-site office design and set-up, exhibit coordination, transportation coordination, tour booking and facilitation, entertainment booking and facilitation, set-up advice and design, on-site support (travel expenses responsibility of hosting group), bill review and coding using ANA budget codes, negotiation of corporate hotel near headquarters facility available to all ANA, its partners and subsidiaries. The Meeting Services Handbook explains the procedures departments should use to book a meeting.</p>	10944000			<p>Given normal circumstances: For meetings with less than 25 people, sleeping rooms only - 3 day confirmation of when meeting will be. For meetings with meeting space, less than 250 people - 2 week confirmation of space available. For all other meetings - 3 weeks confirmation of space available. Specs to hotel 3 weeks prior to meeting goal, 2 week minimum. All other details finalized for meeting. Complex bills coded within 2 weeks of receipt and basic bills coded within 1 week.</p>	<p>Meeting host to provide Meeting Services with complete information prior to booking, including schedule and number of attendees. Client must recognize that changing of dates, location or major meeting components in some instances will start the process all over again. Meeting host to provide rooming list a minimum of 3, preferably 4 weeks from first night of meeting. All final meeting specs to be provided to Meeting Services a minimum of 4 weeks prior to meeting.</p>
<p>Marketing: Provide marketing consultation and creative development for individual pieces and campaigns. Includes advertisement development and placement suggestions, brochure development, list suggestions, assistance in script development, booth development and design, campaign consultation, photo coordination and development, logo design and development. There are times when workload or the complexity of the piece demands that the item be sent out. Marketing can refer individuals to competent designers who may best fit the project needs.</p>	10574500	<p>Year 1 - \$50,000, Remaining Years - \$25,000</p>	<p>Year 1 - .5 FTE, Remaining Years - .25 FTE</p>	<p>Depending on the complexity of the piece, the turnaround time will vary. Guidelines below are for the creative process only and final product is done by outside company (e.g. printer). General guidelines are: Ad - 1 Week Brochure - 2 Weeks Campaign Development - 2 Weeks (does not include piece development) Booth Development - 3 Weeks</p>	<p>Customer must have vision of what they want or are looking for so that Marketing can develop what is needed. Customer must give Marketing completed text for brochures/newsletters prior to the beginning of the layout process. At the design stage is not the time to do extensive rewrites.</p>

Description of Service Line	Cost Centers (Numeric Designation)	Total Estimated Dollars (Including Salary)	Total Estimated FTE(s) Allocation	Quality Service Benchmark or Standards	Quality Customer Benchmark or Standard
<p>Customer Care Center: Answer between 6,000 and 10,000 calls per month that come in through the 800 lines. 800 lines that currently enter the center include the ANA main number, ANCC number, and the IREC number. Customer service representatives answer questions about membership, services, products, meetings, publications, certification, ANA publications (free and paid), and other areas as appropriate. Callers can request free publications that are maintained through the Fulfillment Center (customer service representatives are linked directly into the Order System). The Call Center also records and maintains recorded messages on voice mail system for Central Mail Box, CMA Priority Line and Staff Access Line. The center receives calls between 9:00 a.m. and 5:00 p.m. on normal workdays. Currently, during off hours, customers can leave a voice message to request a certification catalog, recertification catalog, or general brochure if they know the correct name. Voice mail boxes for the Call Center are emptied on a daily workday basis.</p>	10944500			<p>Average of less than 15 abandoned calls per day. "After Call Work" should be no more than one minute or less of work time per ACD call. Average talk time between 1.10 and 2.50 per call. Data entry from voice mail box messages entered within 2 business days of receipt. Have no more than one legitimate call per representative "Aux Work" per representative should not exceed more than 130 minutes per day.</p>	<p>Departments and areas need to provide samples of all pieces (including ads) produced before released to public so Customer Care Center can answer questions appropriately. If appropriate, may wish to provide common Q & A list.</p>
<p>Fulfillment: Free Skids - ANA manages an outside Fulfillment Center that performs a range of services. Services include warehousing of materials, fulfillment of materials as requested through the Customer Care Center, fulfillment of materials for CMAs as requested through the fulfillment coordinator. Orders are picked and packed and sent out on a daily basis through U.S. Mail or UPS, whichever is most economical for the order. Orders can be rushed (individual/department ordering is charged a rush charge). Inventory status can be accessed online through weekly inventory reports available with appropriate passwords. Fulfillment Center can also pick different items and put together special order using existing stock (e.g. new member kits) on a as needed basis for an hourly charge.</p>	10578000			<p>All orders placed before 1:00 p.m. are mailed same day if in stock. Items placed after 1:00 p.m. sent out the next business day. Inventory status is spot checked on a annual basis.</p>	<p>Departments/organizations that maintain items through the fulfillment area and actively promote need to monitor inventory on a monthly basis (bi-weekly if a high moving item) to ensure item does not run out of stock or backorder, thus causing unsatisfactory customer relations. Departments/organizations should also review all items stored at the Fulfillment Center to ensure they are current and valid. Out of date item should be destroyed.</p>

Description of Service Line	Cost Centers (Numeric Designation)	Total Estimated Dollars (Including Salary)	Total Estimated FTE(s) Allocation	Quality Service Benchmark or Standards	Quality Customer Benchmark or Standard
<p>Publishing: American Nurses Publishing does publish other organizations publications. Other organizations are reimbursed through a royalty arrangement negotiated for each publication. Interested parties submit a sample chapter and book outline. ANP evaluates the proposal to determine salability and quality of publication. Publications are marketed through catalog (published 3 times yearly), advertising, direct mail and through online bookstore. Royalties are paid on a quarterly basis unless otherwise negotiated. Note: This is not part of the administrative fee but a service that is available if a qualified book exists.</p>	10560000			Produce book within 3 months of receiving publication.	If proposal is accepted, individual/department must meet deadlines given to meet production time. Assistance should be given in determining what are the best targets to market the book.

Human Resources Service Line Summary for UAN (revised)

Description of Service Line	Cost Centers (Numeric Designation)	Quality Service Standards	Quality Customer Standards
<p>Recruitment and Employment Services: All aspects of recruitment and employment services. Services include: review of Requisition for Hiring to include appropriate/required signatures, current job description and requirements, internal posting as required, standard classified advertising/electronic posting as necessary and within budget, resume screening, review of selected resumes with hiring manager. Preliminary telephone screening of applicants, scheduling of interviews, skills testing as appropriate, interview of candidate with review of benefits, and review of position including level and category of position, and reference checks. Assist management with interview questions and interviews as necessary, advise managers of issues or concerns that may arise during selection process, determine and/or advise on appropriate salaries, salary and employment offers, verify offer with confirmation letters. Coordinate re-location as appropriate and within budget. Advise on use of and coordinate and work with recruitment and search firms according to budget.</p>	<p align="center">10950000</p>	<p>In general for internal postings to be posted by 12:00 p.m. or Noon the fully completed requisitions need to be received by 4:30 p.m. the preceding day. Ads to the Washington Post (standard) or other venues will depend on their specific lead time requirements. The Washington Post needs ads by 5:00 p.m. on Thursday for a Sunday Classified ad. Generally resumes are reviewed and qualified resumes are available for review with the manager in 2 business days. Requests for temporaries should be made at least 3 business days prior to the requested start date.</p>	<p>Requisition generator must have all required information on the requisition including signatures and current job description submitted by 4:30 p.m. for the requisition to be posted internally by 12:00 p.m. or Noon the following business day. Hiring manager should review and return resumes, generally within 5 business days, indicating those desired for interviews and if no one is be interviewed then what is lacking on the qualifications.</p>

Description of Service Line	Cost Centers (Numeric Designation)	Quality Service Standards	Quality Customer Standards
<p>Recruitment and Employment Services - Continued: Administer Temporary Employee Program, placing requests, negotiating salary and conversion costs in case of hire, and monitoring length of assignment.</p> <p>I-9 Form, Benefits, Unemployment, Workers Compensation, and Bereavement Memorials: Ensure that I-9 Form is appropriately completed and new employee is eligible for employment. Review applicable benefits with new employees and review for completeness benefit forms received from new employees, including Health, Long-Term Disability, Life, Flex, 401(k), Pension, Metrochek, Federal and State Withholding, and any other required or optional insurance and benefit forms. Coordinate 401(k) education sessions. Ensure that required eligibility periods are covered as required for those programs with such requirements. Conduct open enrollment periods for Health, 401(k), and Metrochek advising employees of the dates for enrollment. Advise terminating employees regarding 401(k) and other benefits. Process changes that impact payroll deductions for appropriate pay period. - Remind staff of "use or lose" vacation and advise to review accruals.</p>	<p>10950000</p>	<p>I-9 forms and presentation of documents are done on the first day of employment for new employees. Withholding, Direct Deposit and other forms for benefits and payroll are completed and reviewed generally within the first several days to meet payroll and enrollment requirements. Questions and concerns vary in complexity. Response time varies from immediate to several weeks for pension calculations. Workers Compensation related incidents are reported within 1 business day. Bereavement memorials are processed within 1 business day of receiving the required information.</p>	<p>Staff need to enroll and/or complete forms within the open enrollment periods or at the beginning of employment. Forms are processed according to pay period deadlines or the specific benefit provider guidelines. Managers should work with staff in regard to using the "use or lose" vacation hours. For questions and concerns, accurate, detailed information and specifics need to be provided. Workers Compensation reports should be submitted by the employee or their manager as soon as possible from the time of the incident, content should include when, where, how, what happened, type of injury, witnesses, treatment received and from whom. Additional information may be required. Bereavement memorials require name, relationship, location, timing, and preference for flowers or donation.</p>

Description of Service Line	Cost Centers (Numeric Designation)	Quality Service Standards	Quality Customer Standards
<p>(I-9, Benefits, Unemployment, Workers Compensation, Bereavement Memorials - Continued: Advise employees on use of "Employee Assistance Program" (EAP), advise managers on EAP and arrange supervisory referrals to the EAP as necessary. Work with pension actuaries to provide information for pension benefit calculations are required, advise employee of benefit and steps for retirement, process retirement paperwork. Assist employees with benefits questions and advised as appropriate. Inform employees of any changes. Provide information to management for management needs. Provide information to the Bargaining Unit Representative as required. Respond to unemployment claims as required, work with, coach, and represent managers in regard to appeals as coordinated with the Office of General Counsel. Process all reports of injuries, accidents and incidents as required to the Workers Compensation carrier. Remind staff of need to report injuries, accidents and incidents. Process bereavement memorials to the immediate family of employees.</p>			
<p>Compensation, Position Control: Review, recommend and approve new hire, promotion and temporary salaries. Process all salary changes with needed documentation, advise and work with payroll generally within 1 pay period of decision regarding negotiated and other changes. Assist managers as necessary with Job Descriptions, changes and Job Evaluations. Standard Job Descriptions and formats are used for all positions, Position Description Questionnaire are used for management positions.</p>	10950000	Response time varies dependent upon issue, detail and documentation. Hiring and promotion salaries are given priority and generally are finalized within 5 business days of the decision to make an offer or re-leveling, higher level approvals may be required.	Managers should consult with Human Resources when revising and writing Job Descriptions. Specific detailed information must be provided in standard format.
<p>Personnel Records: Uniform records are maintained on employees. PTN's, employment applications, resumes, emergency notice information, performance evaluations, and disciplinary notices are standard inclusions. I-9 Forms, FMLA information, Health Insurance forms, reference check information and other information are kept in uniform files separate from the personnel files. Employees are permitted to review their personnel file making a prior appointment to do so. Managers may review the personnel file of staff who bid on positions reporting to that manager by appointment.</p>	10950000	Records are maintained in a locked, secure environment accessible by Human Resources staff. Reviews of records will be scheduled with an Human Resources representative to ensure record integrity.	To review a record a request should be made at least 2 business days in advance in order to schedule an appointment.
<p>Staff Development: Work with Staff Development Committee regarding budget and development priorities. coordinate staff development sessions with presenters. Develop, provide and coordinate management in-service and staff in-services as appropriate and within budget.</p>	10951000	Coordinate and advise staff of scheduled courses generally 3 weeks in advance of course.	Organization should facilitate staff attendance. Employees should attend when scheduled.

Description of Service Line	Cost Centers (Numeric Designation)	Quality Service Standards	Quality Customer Standards
<p>Orientation: Schedule and coordinate New Employee Orientation, ensure all necessary paperwork is completed for taxes, benefits, and personnel file, process paperwork with Payroll and benefit providers, as required, provide information about sections of the organization in order that staff are informed and able to function, issue access and security cards to new staff and replacement cards as needed and maintain records of cards as issued. Provide managers with basic outline checklist for department orientation and probationary review forms.</p>	10950000	<p>Orientation package of information is sent to new hires generally within 2 business days of offer being accepted, acceptance letter provides dates of orientation, reminders are sent generally at least 3 business days prior to orientation, re-schedule as necessary.</p>	<p>Employee is to return offer letter as soon as possible and bring forms and paperwork to Human Resources on the first workday. Department is to facilitate employee's attendance at orientation and employee is to notify Human Resources if unable to attend.</p>
<p>Performance and Probationary Review: Provide managers with standard forms for Performance and Probationary Review, orient and train managers as needed on form and process including setting of goals, basic form and process. Maintain completed Performance and Probationary Reviews.</p>	10950000	<p>Provide managers with Probationary Review Forms and remind of timeframes for submission, generally sent within 3 business days of employee's acceptance of offer. Advise managers in December of time for Annual Performance Review.</p>	<p>Managers are to meet the timeframes indicated in the Collective Bargaining Agreement and/or policies and procedures. Managers are to complete Probationary Review Forms and forward to Human Resources for the 45 Day Reviews, these should be done within 5 business days of the 45th day in order to be timely. Performance Review Forms are to be completed and returned to Human Resources generally by January 31st for the preceding end of year.</p>
<p>Exit Interviews: Meetings are scheduled with staff who are terminating and a standard interview format is followed. Feedback may be provided to the manager or executive management as is deemed necessary and appropriate.</p>	10950000	<p>Meetings are scheduled the last week that the employee is working. A summary of exit interviews and reasons for leaving is provided to Executive Management.</p>	<p>The employee is expected to attend the scheduled meeting.</p>

Co-Location Agreement

The American Nurses Association and the United American Nurses agree as follows:

1. The UAN shall retain its current space at 600 Maryland Avenue, S.W., Washington, D.C. until the ANA occupies another office space, now thought to be 8501 Georgia Avenue, Silver Spring, MD (hereinafter referred to as the "new office space" regardless of actual location).
2. At the time the ANA takes occupancy of the new office space, the UAN shall move with the ANA. UAN shall be given 1688 sq. ft. for UAN office and file space. ANA and its architects will work with UAN on how this could best be done within the allocated space. UAN will need to inform ANA of its final decision within sufficient time for the architect to finalize the plans (estimated to be the first quarter of 2003) so the build-out can be completed on time. ANA will cover the cost of the initial build-out up to what is consistent with ANA's current estimated amount of \$35 sq. foot. Any additional costs or subsequent build-outs will be paid for by UAN. ANA will provide standard furniture and equipment for 12 offices that is consistent with the furniture to be provided for ANA staff.

ANA has not begun to lay out the offices within the space. As soon as the space planning process begins, the UAN will be actively involved in that process. UAN's office space will be professional in appearance, with appropriate location, quality and desirability that will reflect a strong, positive image. All UAN space will be located together. The location of office space, including the amount of window space, will be of similar quality, and desirability as that of ANA and the related entities.

3. Keys and Security in the Silver Spring Offices – Final plans for a security system for the new ANA building have not been finalized at this time. However, it is ANA's intent to have a system similar to the current security system at 600 Maryland Avenue. The building will have a security system and the ANA floors will have a separate security system – staff will have access to both systems 24/7. UAN officers shall have access to keys pursuant to general security policies.
4. Bulletin Boards in Silver Spring Offices – ANA confirms that UAN will have a bulletin board if it desires one consistent with the policy outlined in the attachments.
5. Meeting Rooms in Silver Spring Offices – ANA will have approximately the same amount of meeting space found in the Washington, DC office. ANA intends to use a similar meeting reservation system within the new building. The current system is primarily first come, first served, with individual department collaboration on resolving competing needs.
6. Reception in the Silver Spring Offices – ANA will have one main reception area in the new building where all visitors will enter the space and be announced to appropriate staff/departments/entities. This lobby will be appropriately decorated and

maintained to project a strong professional appearance. The UAN will be identified with appropriate signage in the main reception area of the ANA space.

- 7. In the event the UAN falls two months behind in its administrative fee payments or additional overhead payments for additional staff and office space, the ANA, in its sole discretion, may give 60 days notice to the UAN to vacate the premises and it must do so. Failure to exercise this right on the part of ANA does not serve as a waiver hereof. Upon vacation of the premises there is no further obligation on the part of UAN under the co-location agreement, except for any monies past due.**
- 8. In the event the parties' affiliation agreement is terminated, the UAN may stay in the new office space for the duration of ANA's lease subject to its timely monthly payment of its pro-rata share of the lease at the then-current rate.**
- 9. Upon termination of ANA's 10 year lease for the new office space, if the UAN is no longer an AOM of the ANA, it agrees to vacate the new office space upon the written request of the ANA. Said written request shall be delivered to the UAN Executive Director at least 180 days prior to the expiration of ANA's lease or at any time after the UAN is no longer an AOM of the ANA. This is without prejudice of UAN's right to seek to seek from the landlord a lease to continue to occupy the premises if ANA vacates.**
- 10. During the periods of co-location, UAN agrees to abide by the policies and procedures in Attachment 1.**

Dated: _____

United American Nurses

American Nurses Association

RULES AND REGULATIONS

(Attachment 1 to the Co-location Agreement)

**Current Lease Agreement between
Boston Properties Limited Partnership and
American Nurses Association
600 Maryland Avenue, S.W.
Washington, D.C. 20024
Expiration: August 31, 2004**

The following rules and regulations are a part of ANA's current lease for space at 600 Maryland Ave, S.W. and have been formulated for the safety and well being of all tenants of the Office Complex and to insure compliance with municipal and other requirements. ANA as part of this co-location agreement expects the UAN to abide by these and if any action by UAN staff violates these rules and regulations and therefore results in a financial liability for ANA, the UAN will reimburse ANA for those expenses. Assignment of offices and office moves will be managed by ANA Operations in coordination and cooperation with the Associate Organizational Member. Strict adherence to these rules and regulations is necessary to guarantee that each and every tenant will enjoy a safe and undisturbed occupancy of its premises in the office complex. Any continuing violation of these rules and regulations by Tenant shall constitute a default by Tenant -under the Lease.

Landlord may, upon request of any tenant, waive the compliance by such tenant of any of the following rules and regulations provided that (i) no waiver shall be effective unless signed by Landlord or Landlord's authorized agent, (ii) any such waiver shall not relieve such tenant from the obligation to comply with such rule or regulation in the future unless otherwise agreed to by Landlord, (iii) no waiver granted to any tenant shall relieve any other tenant from the obligation of complying with these rules and regulations, unless such other tenant has received a similar written waiver from the Landlord, and (iv) any such waiver by Landlord shall not relieve Tenant from any liability to Landlord for any loss or damage occasioned as a result of Tenant's failure to comply with any rule or regulation.

1. The sidewalks, entrances, passages, courts, elevators, vestibules, stairways, corridors, halls and other parts of the Office Complex not exclusively occupied by any tenant shall not be obstructed or encumbered by any tenant or used for any purpose other than ingress and egress to and from each tenant's premises. Office Complex, and the facilities furnished for common use of the tenants, in such manner as Landlord deems best. If a tenant's premises are situated on the ground floor of the Office Complex, the tenant thereof shall, at such tenant's own expense, keep the sidewalks and curb directly in front of its premises clean and free from ice and snow. est for the benefit of the tenants generally. No tenant shall permit the visit to its premises of persons in such numbers or under such conditions as to interfere with the use and enjoyment of the entrances, corridors, elevators and other public portions or facilities of the Office Complex by other tenants.

- 2. No awnings or other projections shall be attached to the outside walls of the Office Complex without the prior written consent of Landlord. No drapes, blinds, shades or screens shall be attached to or hung in, or used in connection with, any window or door of the Premises, without the prior written consent of Landlord. All awnings, projections, curtains, blinds, shades, screens and other fixtures must be of a quality, type, design and color, and attached in the manner approved by Landlord.**
- 3. No showcases or other articles shall be put in front of or affixed to any part of the exterior of the Office Complex, nor placed in the halls, corridors or vestibules without the prior written consent of the Landlord.**
- 4. The water and wash closets and other plumbing fixtures shall not be used for any purposes other than those for which they were constructed, and no debris, rubbish, rags or other substances shall be thrown therein. All damage resulting from any misuse of the fixtures shall be borne by the tenant who, or whose servants, employees, agents, visitors or licensees, shall have caused the same.**
- 5. There shall be no marking, painting, drilling into or defacement of the Office Complex or any part of the Premises that is visible from public areas of the Office Complex. Tenants shall not construct, maintain, use or operate within their respective premises any electrical device, wiring or apparatus in connection with a loud speaker system or other sound system-4 except as reasonably required as part of a communication system approved by Landlord prior to the installation thereof. No such loud speaker or sound system shall be constructed, maintained, used or operated outside of the premises.**
- 6. No bicycles or vehicles and no animals, birds or pets of any kind shall be brought into or kept in or about the Office Complex or any tenant's premises, except that this rule shall not prohibit the parking of bicycles or vehicles in the garage in the Office Complex. No cooking or heating of food shall be done or permitted by any tenant on its premises. No tenant shall cause or permit any unusual or objectionable odors to be produced upon or permeate from its premises.**
- 7. No space in the Office Complex shall be used for the manufacture of goods for sale in the ordinary course of business, or for the sale at auction of merchandise, goods or property of any kind. Furthermore, the use of its premises by any tenant shall not be changed without the prior approval of Landlord.**
- 8. No tenant shall make any unseemly or disturbing noises or disturb or interfere with occupants of this or neighboring buildings or premises or those having business with them, whether by the use of any musical instrument, radio, talking machine, whistling, singing or in any other way. No tenant shall throw anything out of the doors or windows or down the corridors or stairs of the Office Complex..**
- 9. No flammable, combustible or explosive fluid, chemical or substance shall be brought into or kept upon the premises.**

10. No additional locks or bolts of any kind shall be placed upon any of the doors or windows by any tenant, nor shall any changes be made in any existing locks or the locking mechanics therein, without Landlord's approval. The doors leading to the corridors or main halls shall be kept closed during business hours except as they may be used for ingress or egress. Each tenant shall, upon the termination of its tenancy, restore to the Landlord all keys of stores, offices, storage and toilet rooms either furnished to, or otherwise procured by, such tenant, and in the event of the loss of any keys so furnished, such tenant shall pay to Landlord the replacement cost thereof. Tenant's key system shall be separate from that for the rest of the Office Complex. (See ANA's comments.)
11. Landlord reserves the right to inspect all freight to be brought into the Office Complex and to exclude from the Office Complex all freight which violates any of these rules and regulations of the Lease.
12. No tenant shall pay any employees on the premises, except those actually working for such tenant at the tenant's premises.
13. Landlord reserves the right to exclude from the Office Complex at all times any person who is not known or does not properly identify himself to the Office Complex management or watchman on duty, Landlord may, at its option, require all persons admitted to or leaving the Office Complex between the hours of 7:00 p.m. and 7:30 a.m., Monday through Friday, and at any hour on Saturdays, Sundays and legal holidays, to register. Each tenant shall be responsible for all persons for whom it authorizes entry into the Office Complex, and shall be liable to Landlord for all acts or omissions of such persons. (See ANA's comments.)
14. The premises shall not, at any time, be used for lodging or sleeping for any immoral or illegal purpose.
15. Each tenant, before closing and leaving the premises at any time, shall see that all windows are closed and all lights turned off.
16. Landlord's employees shall not perform any work or do anything outside of their regular duties, unless under special instruction from the management of the Office Complex. The requirements of tenants will be attended to only upon application to Landlord; and any such special requirements shall be billed to Tenant (and paid when the next installment of rent is due) in accordance with the schedule of charges maintained by Landlord from time to time or at such charge as is agreed upon in advance by the Landlord and tenant. (See ANA's comments.)
17. Canvassing, soliciting and peddling in the Office Complex is prohibited and each tenant shall cooperate to prevent the same.

18. There shall not be used in any space, or in the public halls of the Office Complex, either by the tenant or by jobbers or others in the delivery or receipt of merchandise, any hand trucks, except those equipped with rubber tires and side guards. Tenant shall be responsible to Landlord for any loss or damage resulting from any deliveries made by or for Tenant to the Office Complex. (See ANA's comments.)

19. Mats, trash or other objects shall not be placed in the public corridors of the Office Complex.

20. Landlord does not maintain suite finishes which are non-standard, such as kitchens, bathrooms, wallpaper, special lights, etc. However, should the need arise for repairs of items not maintained by Landlord, Landlord will arrange for the work to be done at Tenant's expense. (See ANA's comments.)

21. Drapes installed by Landlord for the use of Tenant or drapes installed by Tenant, which are visible from the exterior of the Office Complex, must be cleaned by Tenant at least once a year, without notice, at Tenant's own expense.

ANA Comments

(Paragraph numbers refer to the paragraphs from the rules and regulations)

- 3. All pictures, name signs, announcements, posters and literature displayed in the public and "common areas" of ANA interior office space should reflect the business of the Association and its' entities. Personal advertisements, posters, literature, announcements, clippings will be displayed only on bulletin boards in the staff lounge and/or on bulletin boards in individual offices/workstations. Operations Support should be contacted to hang all signage.**

- 10. Installation and changes to all locks on individual doors, file rooms, conference rooms, work rooms must be coordinated through ANA Operations' Support Department. All such locks will be keyed to ANA's master lock and to the master lock of the Landlord. Locks to individual desks and file cabinets can be maintained within the department.**

- 13. ANA reserves the right to select and maintain a uniform security system for entrance to and within its suite of offices.**

- 18. All deliveries should be coordinated with Operations Support Staff. ANA has a loading dock adjacent to it's office space.**

- 16 and 20. All requests for Housekeeping, Engineering, alterations and security services should be coordinated through ANA's Operations Support Department.**

RULES AND REGULATIONS
(Attachment 2 to Co-location Agreement)

The Rules and Regulations referenced below are currently included as Exhibit E to the proposed Lease by and between P.A. Silver Spring, LC ("Landlord") and American Nurses Association ("Tenant") at 8525 Georgia Avenue, Silver Spring, Maryland, commencing August 2004. The Lease is currently being negotiated and the Rules and Regulations cited below are subject to change. ANA as part of this co-location agreement expects the UAN to abide by these and if any action by UAN staff violates these rules and regulations and therefore, results in a financial liability for ANA, the UAN will reimburse ANA for those expenses. Office moves will be managed by ANA Operations in coordination and cooperation with the Associate Organizational Member.

1. No part or whole of the sidewalks, plaza areas, entrances, passages, courts, elevators, vestibules, stairways, corridors or halls of the Building or the Land shall be obstructed or encumbered by Tenant or used for any purpose other than ingress and egress to and from the Premises.
2. No awnings or other projects shall be attached to the exterior walls of the Building. No skylights, window, door or transom of the Building shall be covered or obstructed by Tenant, and no window shade, blind, curtain, screen, storm window, awning or other material shall be installed or placed on any window or in any window of the Premises except as approved in writing by the Landlord. If Landlord has installed or hereafter installs any shade, blind or curtain in the Premises, Tenant shall not remove the same without first obtaining Landlord's written consent thereto.
3. No showcases or other articles shall be put in front of or affixed to any part of the exterior of the Building, nor placed in the Common Area.
4. Tenant shall not place or permit its Agents to place any trash or other objects anywhere within the Building or the Land (other than within the Premises) without first obtaining Landlord's written consent.
5. The water and wash closets and other plumbing fixtures shall not be used for any purposes other than those for which they were constructed, and no sweepings, rubbish bags or other substances (including, without limitation, coffee grounds) shall be thrown therein.
6. Tenant shall not mark, paint, drill into or in any way deface any part of the Building or the Premises. No boring, cutting or stringing of wires shall be permitted, except for picture hanging and other ordinary decorating purposes. (See ANA comments.)
7. No cooking shall be done or permitted in the Building by Tenant or its Agents except that Tenant may install and use microwave ovens. Tenant shall not cause or permit any unusual or objectionable odors to emanate from the Premises.

8. **Tenant shall not make or permit any unseemly or disturbing noises or disturb or interfere with other Tenants or occupants of the Building or neighboring buildings or Premises by the use of any musical instrument, radio, television set, other audio device, musical noise, whistling, singing or in any other way.**
9. **Nothing shall be thrown out of any doors, windows or skylights or down any passageways.**
10. **No additional locks or bolts of any kind shall be placed upon any of the doors windows of the Premises, nor shall any changes be made in locks or the mechanism thereof without prior notice to and the approval of Landlord. Tenant shall, upon the termination of its Lease, return to Landlord all keys to the Premises and other areas furnished to, or otherwise procured by, Tenant. In the event of the loss of any such keys, Tenant shall pay Landlord the cost of replacement keys. (See ANA's comments.)**
11. **Tenant shall not use or occupy or permit any portion of the Premises to be used or occupied for the storage, manufacture of sale of liquor, narcotics or drugs. Tenant shall not engage or pay any employee in the Building except those actually working for Tenant in the Building. The Premises shall not be used, or permitted to be used, for lodging or sleeping or for any immoral or illegal purpose.**
12. **Landlord reserves the right to control and operate the Common Area in such manner as it deems best for the benefit of the Building tenants. During other than normal business hours, Landlord may exclude from all or a part of the Common Area all persons who do not present a pass to the Building signed by Landlord or other suitable identification satisfactory to Landlord. Landlord will furnish passes to persons for whom Tenant reasonably requests such passes. Tenant shall be responsible for all persons for whom it requests such passes and shall be liable to Landlord for all acts of such persons.(See ANA's comments.)**
13. **Tenant shall see that all entrance doors (if applicable) are locked and all lights and office equipment within the Premises are turned off, and Landlord shall have no responsibility relating thereto. (See ANA's comments.)**
14. **Any requirement of Tenant shall be attended to only upon application at the office of Landlord. Building employees shall not be required to perform any work outside of their regular duties unless under specific instructions from Landlord. (See ANA's comments.)**
15. **Vending, canvassing, soliciting and peddling in the Building are prohibited, and Tenant shall cooperate in seeking their prevention.**
16. **In connection with the delivery or receipt of merchandise, freight or other matter, no hand trucks or other means of conveyance shall be permitted, except those equipped with rubber tires, rubber side guards or such other safeguards as Landlord may require.**

17. **No animals of any kind, except seeing eye dogs, shall be brought into or kept about the Land or the Building by Tenant or its Agents.**
18. **No vending machines shall be permitted to be placed or installed in any part of the Building by Tenant without the permission of the Landlord. Landlord reserves the right to place or install vending machines in the Building (other than in the Premises).**
19. **So that the Building may be kept in a good state of cleanliness, Tenant shall permit only Landlord's employees and contractors to clean its Premises unless prior thereto Landlord otherwise consents in writing. (See ANA's comments.)**
20. **Tenant shall keep the windows and doors of the Premises (including, without limitation, those opening on corridors and all doors between any room designed to receive heating or air conditioning service and room(s) not designed to receive such service) closed while the heating or air conditioning system is operating in order to minimize the energy used by and to conserve the effectiveness of such systems.**
21. **The Premises and the Building and its grounds have been designated as non-smoking areas. Tenant, its servants, employees, officers, agents, customers, licensees, visitors, suppliers, or any other person reasonably controlled by Tenant must adhere to the no-smoking policy.**

ANA Comments

(Paragraph numbers refer to the paragraphs from the rules and regulations).

- 6. All pictures, name signs, announcements, posters and literature displayed in the public and "Common areas" of ANA interior office space should reflect the business of the association and its' entities. Personal advertisements, posters, literature, announcements, clippings will be displayed only on bulletin boards in the staff lounge and/or on bulletin boards in individual offices/workstations. Operations Support should be contacted to hang all signage.**

- 10. Installation and change of any locks on individual doors, file rooms, conference rooms, work rooms must be coordinated through ANA Operations' Support department. All such locks will be keyed to ANA's master lock and to the master lock of the Landlord. Locks to individual desks and file cabinets can be maintained within the department.**

- 12 and 13. ANA reserves the right to select and maintain a uniform security system for entrance to its suite of offices.**

- 14 and 15. All requests for Housekeeping, Engineering, alterations and security services should be coordinated through ANA's Operations Support Department..**

- 16. All deliveries to ANA offices should be coordinated through Operations Support Department.**

Attachment 4

ANA Individual Membership Benefits and Non-Dues Revenue Programs (as of September 2002)

Covered Under Non Compete Agreement Between

American Nurses Association and the Associate Organizational Member for Collective Bargaining (United American Nurses)

ANA provides to all individual members of ANA as a member benefit a wide array of professional services and products at substantial discount to normal market prices. Outlined below is a list of those products and professional services as well as those under consideration. This non-compete agreement, per paragraph 22 of the "Autonomy and Affiliation Agreement between American Nurses Association and the Associate Organizational Member for Collective Bargaining, the United American Nurses". ANA would expect that existing as well as planned products and services listed below would be covered by the non-compete language in the above referenced paragraph. ANA reserves the right to delete benefits at its sole discretion.

1. **American Nurses Publishing**
 - a. Publishes nursing standards, ethics and a wide variety of titles. Full list of titles available on www.NursesBooks.org or in the latest publication catalog
 - b. Members of ANA receive a discount on purchasing
 - c. ANA does co-publish with outside organizations and is willing to do so with the AOMs
 - i. Outside groups receive a royalty
2. **Certification through the American Nurses Credentialing Center**
 - a. Members receive a discount on exams and re-certification
3. **Continuing Education**
 - a. On-line modules through RNCE.org
 - b. CE opportunities at convention and other meetings
 - c. Discounts on RTNtv CE
4. **Credit Card Program**
 - a. Exclusive credit card program with CMA or ANA branding
 - b. Includes a line of credit program
5. **Insurance Programs**
 - a. Catastrophe Major Medical
 - b. Professional Liability
 - c. Dental
 - d. Major Medical

- e. **Group Term Life**
 - f. **Disability Insurance**
 - g. **First Diagnosis Cancer**
 - h. **Medicare Supplement**
 - i. **Long Term Care**
 - j. **Senior Life**
6. **Jewelry and Gifts**
- a. **Develop logo and provide products for National Nurses Week**
 - b. **Products available year round**
7. **Travel Discounts**
- a. **Car Rental**
 - i. **Alamo**
 - ii. **Budget**
 - b. **Hotels**
 - i. **AmeriHost Hotels**
 - ii. **Days Inn**
 - iii. **Howard Johnson**
 - iv. **Knights Inn**
 - v. **Ramada**
 - vi. **Travelodge**
 - vii. **Villager**
 - viii. **Wingate Inn**
 - c. **Other**
 - i. **Royal Caribbean**
8. **Programs currently in negotiations or under active consideration:**
- a. **Discount Seafood**
 - b. **Vermont Teddy Bear**
 - c. **On-line Vacation Discounter**
 - d. **Collegiate Loan consolidator**
 - e. **Legal service**
 - f. **Integration of Monster.com site into Nursing World**
 - g. **Information Inc. (grant funded nursing news and a members only news letter)**
 - h. **Holiday Cards and other holiday related items with nursing profession theme**
 - i. **On line gift shop**
 - j. **Lexi -comp products on Nursing World**
 - k. **Program(s) subject to current non-disclosure agreement**
9. **Programs requested that are soliciting bids for**
- a. **Retirement planning**
 - b. **Home loan program**
 - c. **Home owners insurance**

10. Periodicals

- a. Provide The American Nurse to all members
 - i. Sell advertising within ANA guidelines
- b. Provide the American Journal of Nursing to all members through 2006
- c. Ethics and Human Rights Issues Update (a newsletter publication available on Nursing World)
- d. Capital Update

11. Web Site

- a. Nursing World will add a members only site with limited public access
- b. ANA Online Nurses Books Store (IREC and ANP)
- c. The Nursing Insider
- d. The Online Journal of Issues in Nursing

Letter from Blakeney to Johnson

This letter is written to confirm our understanding that the ANA will continue to provide programmatic support at current levels to UAN through ANA staff in health and safety and in legal matters such as the VA nurse and practice issues. The UAN will continue to receive, upon request, briefings, issue overviews, data analysis and reports that have been prepared by ANA staff to support the general programmatic work of ANA and its positions. As long as ANA continues to provide inhouse continuing education services, contact hours for training may be requested and provided as long as UAN adheres to the current standards and criteria. To facilitate the collaborative exchange that we envision, the UAN's executive director will be welcome to attend ANA management meetings where policy issues are discussed. The availability of these benefits is contingent on UAN's being an affiliate of ANA.

Letter to B. Blakeney from C. Johnson

This is to confirm that the ANA intends to propose Bylaw amendments under which the WPA will become an AOM with a bifurcated dues structure (after a two year grant period) and, as such, will be subject to the ANA policy on delegate apportionment in the same manner as the UAN.

Confidentiality Agreement

The American Nurses Association ("ANA") has agreed to provide administrative services to the United American Nurses ("UAN") as set forth in the attached ANA Listing of Standard Business Practices (Attachment 1) and ANA Business Services and Quality Standards for UAN (Attachment 2). In connection with the provision of such services, ANA and its employees will have access to certain material and information that UAN considers sensitive and confidential. The purpose of this Agreement is to set forth the terms and conditions under which such material and information will be handled by ANA. In addition, this Agreement sets forth confidentiality requirements pertaining to the handling by UAN of ANA material and information that is of a confidential or proprietary nature.

1. Information concerning UAN's finances, membership and personnel matters (whether oral, written, in electronic or any other form) will be deemed "Confidential Information" for purposes of this agreement. The term Confidential Information will not include information that (1) is or becomes generally available to UAN or ANA membership or the public other than as a result of disclosure by ANA in violation of this agreement, (2) is developed by ANA without reference to Confidential Information, or (3) is ANA information as well by virtue of overlapping membership. Any information or analysis that is derived from Confidential Information or contains Confidential Information will be considered Confidential Information for purposes of this agreement.

2. Except with the prior written consent of UAN, or subject to the provisions of paragraph 5 below, ANA will not disclose Confidential Information to any person except a Designated Representative. Similarly, except with the prior written consent of UAN, or subject

to the provisions of paragraph 5 below, a Designated Representative will not disclose Confidential Information to any person except another Designated Representative. For purposes of this agreement, a Designated Representative is an ANA employee who has a need to review the Confidential Information in connection with the provision of administrative services to UAN. ANA will determine the Designated Representatives and shall inform all Designated Representatives of the obligation to keep Confidential Information in a confidential manner consistent with this Agreement.

3. ANA and its Designated Representatives will use Confidential Information solely for the purpose of providing administrative services to UAN in accordance with attachments 1 and 2 to the Autonomy and Affiliation Agreement between ANA and UAN.

4. ANA and its Designated Representatives will avoid unnecessary duplication of Confidential Information, and will take proper care to insure that Confidential Information is maintained in a secure manner.

5. In the event that ANA or a Designated Representative receives notice of a proposed or actual legal proceeding that may compel disclosure of Confidential Information, ANA will provide UAN with prompt written notice of the proceeding so UAN may take steps to prevent such disclosure, and ANA and its Designated Representatives will cooperate with UAN in that regard. If ANA is nonetheless compelled by law to disclose Confidential Information, it will disclose only that portion of the Confidential Information that, in the opinion of ANA legal counsel, is legally required.

6. The UAN may have access to or be provided information from the ANA about ANA's finances, membership or personnel matters (whether oral, written, in electronic or any

other form) that is reasonably considered to be confidential and will be deemed "Confidential Information" under this Agreement. In addition, UAN may have access to or be provided with information or material (whether oral, written, in electronic or any other form) about the substantive work of ANA that may be confidential or proprietary, e.g., survey results or nursing standards. This type of confidential or proprietary information will be deemed "Confidential Information" under this Agreement. The term Confidential Information will not include information that (1) is or becomes generally available to UAN or ANA members or the public other than as a result of disclosure by UAN in violation of this agreement, (2) is developed by UAN without reference to Confidential Information, or (3) is UAN information as well by virtue of overlapping membership. Any information or analysis that is derived from Confidential Information or contains Confidential Information will be considered Confidential Information for purposes of this agreement. The UAN agrees not to disclose ANA's confidential information without the prior written consent of the ANA and shall inform its staff of the need to keep Confidential Information in a confidential manner. In the event that UAN receives notice of a proposed or actual legal proceeding that may compel disclosure of ANA's Confidential Information, UAN will provide ANA with prompt written notice of the proceeding so ANA may take steps to prevent such disclosure, and UAN will cooperate with ANA in that regard. If UAN is nonetheless compelled by law to disclose Confidential Information, it will disclose only that portion of the Confidential Information that, in the opinion of UAN legal counsel, is legally required.

7. The obligations imposed by this agreement upon ANA and UAN will not expire upon conclusion of ANA's provision of administrative services to UAN or UAN's co-location

with ANA, but will continue indefinitely.

8. The terms of this agreement may be waived, modified or amended only by a written instrument signed by the parties. UAN's or ANA's failure to or delay in exercising any rights under this agreement will not be construed as a waiver of those rights.

9. If any provision of this agreement is held to be unenforceable, the enforceability of the remaining provisions will not be affected.

10. This agreement will be governed and construed in accordance with the laws of the District of Columbia.

Agreed to and Accepted:

American Nurses Association

United American Nurses

Date: _____

Date: _____

Indemnification Agreement

The United American Nurses (UAN) agrees that it will indemnify and hold harmless the American Nurses Association (ANA) against any monetary judgment entered against the ANA, and attorneys' fees and costs attributable to the defense of any case resulting in such judgment, arising out of the UAN's breach of the duty of fair representation (DFR) on and after the Effective Date of the Agreement of Autonomy and Affiliation, subject to the following exceptions and conditions:

- 1. This Indemnification Agreement (the "Agreement") does not apply to any act for which the ANA is liable independent of any act or omission of the UAN.**
- 2. This Agreement is effective only as to any damages and attorneys' fees and costs paid by the ANA which are not otherwise covered by any policy of insurance under which the ANA may be covered.**
- 3. This Agreement does not apply unless the UAN has received reasonably prompt notice from the ANA of the assertion of any DFR claim and/or lawsuit after the ANA has received notice, or become aware, of any such claim, lawsuit, threatened claim or threatened lawsuit.**
- 4. This Agreement does not apply unless the ANA cooperates with the UAN in responding to and defending any DFR claim and/or lawsuit including, but not limited to, permitting the UAN to assume and provide the defense of such claim or lawsuit to the extent that there is no conflict of interest between the UAN and the ANA. If such conflict of interest exists, this Agreement does not apply unless the ANA cooperates with the UAN in the defense of such**

claim or lawsuit. This Agreement does not apply unless the ANA agrees that it will not unreasonably withhold its consent to resolve or settle any DFR claim or lawsuit.

United American Nurses
Dated:

American Nurses Association
Dated:

CONSTITUTION of the UNITED AMERICAN NURSES, AFL-CIO

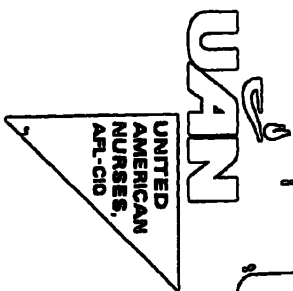


EXHIBIT 3

CONSTITUTION

of the

UNITED AMERICAN NURSES,
AFL-CIO

Adopted June 24, 2004

CONSTITUTION
of the
UNITED AMERICAN NURSES,
AFL-CIO

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I. GENERAL PROVISIONS

A. Name

The name of this organization is United American Nurses (UAN).

B. Objectives of UAN

1. To ensure that Registered Nurses have meaningful access to collective bargaining through an effective national labor program which promotes and protects their interests.
2. To provide effective collective bargaining representation and strengthen the Affiliates' labor programs.
3. To extend the benefits of collective bargaining to all Registered Nurses and promote organizing Registered Nurses into the Affiliates and the UAN.
4. To promote the interests of the Registered Nurses in their profession and safeguard the rights, individually and collectively, of the UAN's members and Affiliates.
5. To work for the improvement and availability of affordable, quality health care services for all people.
6. To provide the funds with which to carry out the business and policies of the UAN, to establish an ample basic net worth for the current and future protection of its members and Affiliates, and to expend its funds consistent with its fiduciary obligations in the interest of the members and Affiliates.
7. To influence public policy affecting Registered Nurses which will improve and protect their working conditions and their workplaces.
8. To communicate with members and Affiliates through official publications and other means.



9. The UAN will not operate to substitute for or control a Founding Affiliate in its role as certified bargaining representative.

C. ANA Affiliation

The UAN shall be affiliated with the American Nurses Association (ANA) in accordance with the Autonomy and Affiliation Agreement between the UAN and ANA.

D. AFL-CIO Affiliation

The UAN shall be affiliated with the American Federation of Labor and Congress of Industrial Organizations.

E. Affiliations

Subject to expeditious ratification by the National Labor Assembly at its next regular or special meeting or by ballot, the Executive Council is empowered to and may enter into affiliation agreements.

F. Amendments to Constitution

This Constitution may be amended, added to, or any part or parts thereof may be repealed by a two-thirds (2/3) majority vote of the National Labor Assembly at any meeting of the National Labor Assembly, in accordance with the procedures set forth in Article VI. F., provided the NLA Delegates receive ninety (90) days written notice of the proposed action.

G. Parliamentary Law and Rules of Order

Questions of parliamentary law and rules of order not provided for in this Constitution, policies or adopted rules of the UAN shall be governed by Robert's Rules of Order – Newly Revised.

H. Definitions

1. National Labor Assembly policy – policy established by the National Labor Assembly through resolution at a regular or special meeting.

2. Executive Council policy – policy established through resolution by the Executive Council between meetings of the National Labor Assembly, which is consistent with and advances National Labor Assembly policy.
3. UAN policy – Executive Council and National Labor Assembly policy.
4. Founding Affiliates – those State Nurses Associations of the American Nurses Association or their separate insulated collective bargaining programs that were eligible to participate in the 2003 regular National Labor Assembly meeting.

II. MEMBERSHIP

A. Membership

1. All Registered Nurse members of a UAN Affiliate who are represented for collective bargaining by the Affiliate or its collective bargaining program shall be eligible for membership in the UAN. Eligibility under this provision shall include members of a State Nurses Association who are represented for collective bargaining by the UAN or a UAN National Bargaining Council, under arrangements approved by the State Nurses Association or its separate insulated collective bargaining program and the UAN Executive Council.
2. Each Registered Nurse who is eligible for membership under Section A.1 above and who is a member in good standing of a UAN Affiliate shall become a member of the UAN entitled to the rights, benefits and privileges set forth in this Constitution and the policies of the UAN.
3. Every member in good standing shall receive a UAN membership card signed by the Secretary-Treasurer and bearing the seal of the UAN.



II. MEMBERSHIP

4. To be in good standing in the UAN and to enjoy the rights, privileges and benefits of UAN membership, a member must be in good standing in the Affiliate in which he or she is a member, and not be in arrears in the payment of UAN dues, assessments or fines, if any, as set forth in Article VII.B, C and D. Good standing of a member shall not be adversely affected if an Affiliate fails to transmit dues and assessments in a timely manner under Article VII.B.1, unless the Affiliate is delinquent under Article VII.B.5 and the National Labor Assembly then makes a decision as to the good standing of the members of such Affiliate as a group. Good standing as used throughout this Constitution refers to the provisions of this Section.
5. All members of the UAN obligate themselves, by virtue of such membership, to comply with this Constitution and published UAN policies.
6. Members are specifically prohibited from the acts enumerated and set forth in Article VIII.A.1.

B. Termination of Membership

UAN membership shall be terminated when a member no longer meets the requirements of Article II.A.2, is expelled, fails to pay a UAN fine as provided in Article VII.D within sixty (60) days, fails to pay a UAN assessment as provided in Article VII.C, or if termination is directed by the National Labor Assembly pursuant to its authority under Section A.4 above.

III. AFFILIATES

III. AFFILIATES

A. Affiliates and Associate Affiliates

The UAN shall be comprised of Affiliates and Associate Affiliates.

1. Affiliates are:

- (a) Autonomous State Nurses Associations of the American Nurses Association which have insulated collective bargaining programs or their separate insulated collective bargaining programs that represent Registered Nurses for purposes of collective bargaining, including those which have members represented by the UAN or a UAN National Bargaining Council, under arrangements approved by the State Nurses Association or its separate insulated collective bargaining program and the UAN Executive Council.
- (b) Organizations that become affiliated with the UAN pursuant to Article I.E.
- (c) UAN National Bargaining Councils that represent Registered Nurses for purposes of collective bargaining.
2. Organizations described by Section A.1. (a) above which are not Founding Affiliates shall be affiliated with the UAN pursuant to Article I.E.
3. Associate Affiliates are State Nurses Associations of the American Nurses Association that have bylaws establishing an insulated collective bargaining program but do not represent Registered Nurses for purposes of collective bargaining.

B. Rights and Responsibilities

Each Affiliate shall have the following rights and responsibilities:

1. To act as the collective bargaining agent for its Registered Nurse members through its collective bargaining program.
 2. To ensure that its members represented for collective bargaining are members of the UAN.
 3. To receive access to appropriate resources and support from the UAN, subject to UAN policies and procedures.
 4. To participate in the distribution of UAN periodicals to UAN members.
 5. To participate in the National Labor Assembly in accordance with Article VI.
 6. To participate in the submission of nominees for UAN appointive positions in accordance with UAN policies and procedures.
 7. To meet its financial obligations to the UAN.
 8. To have jurisdiction pursuant to Section C below, if a founding Affiliate under Article I.H.4 above.
 9. To conduct its affairs in accordance with this Constitution and published UAN policies.
- C. Founding Affiliates Jurisdiction
- Each Founding Affiliate which is a State Nurses Association or an insulated collective bargaining program thereof shall be entitled to exclusive territorial jurisdiction to organize and be the collective bargaining representative for those Registered Nurses employed within its geographic boundaries, with recognition of the following:
1. Organizing and representation jurisdiction agreement(s) between such an Affiliate and another Affiliate or a State Nurses Association in a neighboring state which is not an Affiliate will be presumed valid provided that such Affiliate is willing, able and demonstrates its intent to apply sufficient resources to organize and represent the

IV. NATIONAL OFFICERS AND DIRECTORS

1. Registered Nurses in the neighboring state. An issue as to whether an Affiliate meets the standard in the foregoing proviso shall be determined by the Executive Council after a hearing.
2. UAN may organize and provide representation for collective bargaining within such geographic boundaries by agreement between the UAN and such Affiliate or its separate insulated collective bargaining program having jurisdiction.
3. Continued UAN organizing and representation for collective bargaining of Registered Nurses employed by Veterans Affairs facilities. State Nurses Associations may continue to provide representational services, pursuant to the delegation of authority from the UAN, under arrangements approved by the State Nurses Association or its separate insulated collective bargaining program and the UAN Executive Council under Articles II.A.1 and III.A.1.(a) above.
4. Continued UAN organizing and representation is limited to situations where no Affiliate is willing and able to organize and, when the Registered Nurses are organized, to serve as the collective bargaining representative.

IV. NATIONAL OFFICERS AND DIRECTORS

- A. Titles
1. The Officers of the UAN shall be the President, Vice-President and Secretary-Treasurer.
 2. There shall be four elected Directors who, together with the Officers, will comprise the Executive Council.
- B. Eligibility
1. To be eligible for election to any Officer or

Director position, a member must be in continuous good standing in the UAN for at least six (6) months immediately preceding nomination.

2. Officers and Directors must maintain their good standing status throughout their elected term in order to continue holding office.

C. Terms of Office

1. The regular term of office for Officers and Directors shall be two (2) years and shall commence immediately following adjournment of the National Labor Assembly.

2. The President, Vice-President and two Directors shall be elected in even-numbered years and the Secretary-Treasurer and two Directors shall be elected in odd-numbered years.

3. No Officer or Director may serve more than four consecutive two-year terms in the same office nor more than six consecutive two-year terms on the Executive Council.

4. The term of office for any Officer or Director appointed as a result of a vacancy in office shall be until the next regular meeting of the National Labor Assembly, where such vacancy shall be filled by election.

5. An Officer or Director who has served one-half term or more shall be considered to have served a full term.

D. Jurisdiction and Duties

1. The President shall:

(a) Be the Chief Officer of UAN.

(b) Ensure that the affairs and functions of the UAN are carried out in accordance with UAN policy.

(c) Consult with and be assisted by the Vice-President and Secretary-Treasurer in furthering the objectives and policies of the National Labor Assembly and Executive Council.

(d) Serve as Chairperson of all regular and special National Labor Assembly and Executive Council meetings.

(e) Call regular meetings of the National Labor Assembly and the Executive Council as required by the Constitution.

(f) Be the official spokesperson for the UAN in external relations and authorize other representatives of the UAN to speak for the UAN in his/her place.

(g) Together with the Vice-President and Secretary-Treasurer, appoint, establish the compensation and basis of employment for, and evaluate the National Executive Director, subject to the approval of the Executive Council.

(h) Make appointments to such non-elected committees as may be necessary for the proper conduct of UAN business, and serve as an ex-officio member of all committees, except the nominating committee.

(i) Report and be accountable to the Executive Council and the National Labor Assembly.

(j) Perform such other duties as set forth in this Constitution and UAN policies.

2. The Vice-President shall:

(a) Assist the President by performing such duties and functions as may be assigned by the President and by carrying out the assigned objectives and UAN policies.



IV. NATIONAL OFFICERS AND DIRECTORS

as are assigned by the President and Executive Council.

4. The Directors shall:

- (a) Report and be accountable to the Executive Council and the National Labor Assembly.
- (b) Perform such duties and functions as are assigned by the President and Executive Council.

E. Vacancies in Office

1. When a vacancy in the office of the President occurs, such vacancy shall be filled by the Vice-President until the next regular meeting of the National Labor Assembly, where such vacancy shall be filled by election.
2. When a vacancy in the office of the Vice-President, Secretary-Treasurer or Director occurs, the Executive Council shall fill such vacancy by appointment until the next regular meeting of the National Labor Assembly, where such vacancy shall be filled by election.
3. Appointees to Officer and Director positions must meet the eligibility criteria set forth in Section B above.

F. Bonding

The Officers and Directors shall be bonded for an amount determined by the Executive Council.

G. Removal of Officers and Directors

Any Officer or Director elected by the National Labor Assembly may be removed from office by the National Labor Assembly in accordance with Article VI.F whenever such action is deemed by the National Labor Assembly to be in the best interests of the UAN. Removal of an Officer or Director requires a two-thirds (2/3) majority vote of the National Labor Assembly.

- (b) Perform the duties of the President in the President's absence or at the discretion of the President.
- (c) Assume the duties of the President in the event that the office of President becomes vacant for any reason in accordance with Section E.1 below.
- (d) Report and be accountable to the Executive Council and the National Labor Assembly
3. The Secretary-Treasurer shall be responsible for assuring that the following duties are carried out in accordance with UAN policies:
 - (a) Maintenance of the general records and correspondence of the UAN, including UAN membership records, minutes of Executive Council meetings and transcripts of National Labor Assembly meetings.
 - (b) Financial administration of the UAN and its related financial matters.
 - (c) Submission of quarterly financial reports and the annual audited report to the members through the Affiliates.
 - (d) As chairperson of and together with a Finance Committee consisting of two additional members of the Executive Council appointed by the Executive Council, preparation of a budget in line with modern budgetary practice and presentation of the budget to the Executive Council for review and approval prior to implementation.
 - (e) Presentation of the financial report to the National Labor Assembly.
 - (f) Reporting and being accountable to the Executive Council and the National Labor Assembly, and performing such other duties



V. EXECUTIVE COUNCIL

A. Composition

The Executive Council shall be comprised of and the members shall be the President, Vice-President, Secretary-Treasurer and four (4) Directors.

B. Jurisdiction and Duties

The Executive Council shall have authority over the UAN's general management, direction and business affairs, including authority to act for the membership in intervals between meetings of the National Labor Assembly, and may consistent with its fiduciary obligations:

1. Establish policy as necessary to further the objectives of the National Labor Assembly, consistent with National Labor Assembly policy, and carry out the policies of the National Labor Assembly.
2. Interpret the Constitution and UAN policy.
3. Appoint such committees as may be necessary for the proper conduct of UAN business.
4. Call the Executive Council and National Labor Assembly into special session.
5. Enter into affiliations pursuant to Article I.E.
6. Approve collective bargaining agreements where the UAN is the collective bargaining agent, subject to membership ratification in accordance with UAN ratification policies.
7. Approve and monitor the annual budget and exercise all fiduciary duties consistent with applicable labor law and generally accepted accounting standards.
8. Develop and monitor the strategic plan for the UAN in accordance with goals established by the National Labor Assembly.
9. Perform such other duties as set forth in this Constitution and UAN policies.

C. Meetings

1. Regular meetings of the Executive Council shall be held at least four times annually, at a time and place determined by the Executive Council.
2. Special meetings of the Executive Council may be called at any time by the President. A special meeting of the Executive Council shall be called if four (4) members of the Executive Council make a request of the President that states a specific agenda item(s).
3. The Executive Council may hold meetings by telephone when not in formal session.
4. UAN members may attend open meetings of the Executive Council as observers at their own expense. Others wishing to attend open meetings of the Executive Council must request permission to do so from the Executive Council.

D. Quorum

A quorum consisting of no fewer than a majority of the Executive Council, including either the President or Vice-President, shall be required for the consideration of and action upon any matter by the Executive Council.

E. Voting

1. Decisions on all matters brought before the Executive Council shall be determined by a majority vote unless otherwise specified in this Constitution.
2. Each member of the Executive Council shall have one vote on all matters coming before the Executive Council.

F. Meeting Records

1. Minutes of each regular and special meeting of the Executive Council shall include, at a minimum, the names of the Executive Council members present,

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every resolution acted upon, the disposition of each resolution and the manner in which each Executive Council member voted.

2. The minutes of the Executive Council meetings shall be distributed to the Affiliates and are available for inspection by a member(s) upon request to the Secretary-Treasurer.

G. National Executive Director

The National Executive Director is employed by and is accountable to the UAN Executive Council. The National Executive Director shall:

1. Perform such administrative and operational functions as are necessary to implement UAN objectives and policies, including preparing and overseeing the UAN budget and hiring, supervising and terminating UAN staff.
2. Maintain communication between the UAN and its Affiliates and members.
3. Act as an advisor to the Executive Council and other UAN bodies and committees, and perform such other duties as the President and Executive Council may assign.

VI. NATIONAL LABOR ASSEMBLY

A. Composition

The National Labor Assembly shall be comprised of:

1. UAN members in good standing who are elected as delegates in secret ballot elections by UAN members of Affiliates; and
2. Members of the UAN Executive Council.

B. Jurisdiction and Duties

1. The National Labor Assembly is the highest governing body of the UAN. Decisions of the National Labor

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Assembly shall be the final governing decisions of the UAN. The National Labor Assembly shall have the authority to:

- (a) Establish policy and interpret UAN policy.
- (b) Amend the Constitution.
- (c) Elect Officers and Directors.
- (d) Elect members of the Nominations Committee and Hearing Panel.
- (e) Develop goals for the Strategic Plan.
- (f) Establish dues and levy assessments.
- (g) Perform all other duties and responsibilities set forth in this Constitution and UAN policies.

C. Delegates

1. Each delegate or alternate delegate shall be elected for a two-year term.
2. Each Affiliate will provide the UAN with information concerning the system utilized for electing delegates and the names of the elected delegates.
3. To be eligible for election to a delegate position, a member must be in good standing.
4. Delegates must maintain their good standing status throughout their elected term.
5. Each Affiliate shall be entitled to a minimum of one delegate at any meeting of the National Labor Assembly. Affiliates with more than 1000 members represented for collective bargaining shall receive one additional delegate for each block and part thereof of 1000 members.
 - (a) An Affiliate's representation in the National Labor Assembly shall be determined on June 30 of the year preceding the National Labor Assembly.

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- (b) For purposes of determining the number of members of an Affiliate, members who are represented by the UAN or a UAN National Bargaining Council, under arrangements approved by a State Nurses Association or its separate insulated collective bargaining program and the UAN Executive Council, shall be deemed to be members of their State Nurses Association.

D. Credentials Committee

Prior to the National Labor Assembly, the Executive Council shall appoint a three-member Credentials Committee comprised of UAN members who are neither candidates nor delegates, taking into account names submitted by UAN members. The Credentials Committee shall be responsible for registering and certifying the credentials of all delegates seated at the National Labor Assembly. The Credentials Committee members' appointment will expire at the conclusion of the National Labor Assembly at which they serve.

E. Meetings

1. Regular Meetings

- (a) Regular Meetings of the National Labor Assembly shall be held once every year at a date and location designated by the Executive Council.

- (b) Notice of Regular National Labor Assembly Meetings shall be sent to the delegates and Affiliates not less than ninety (90) days prior to the beginning date of such regular meeting.

2. Special Meetings

- (a) Special Meetings of the National Labor Assembly may be called at any time by the President or the Executive Council to address specific agenda items.

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- (b) A Special Meeting to address specific agenda items shall be called:

- (i) By the President upon the written request of a two-thirds (2/3) majority of the National Labor Assembly delegates; or
- (ii) Whenever fifteen percent (15%) of the membership petitions the Secretary-Treasurer requesting the National Labor Assembly be called into session to address specific agenda items and a majority of the members then vote in favor of calling such a session.

- (a) Upon receipt of such petition, the Secretary-Treasurer shall, within twenty-one (21) days, ballot the membership on the question of whether or not the National Labor Assembly shall be called into session. Such ballot shall state the specific agenda item(s) on which the petitioners desire the National Labor Assembly to act, and shall state a reasonable count date for the ballot.

- (b) If a majority of the members vote in favor of calling the National Labor Assembly into session, the Secretary-Treasurer shall, within fourteen (14) days from said count date, mail notice of such meeting to all delegates to the National Labor Assembly by certified mail, return receipt requested, fixing the date for convening such meeting. Such date shall not be less than forty-five (45) nor more than sixty (60) days from the date of mailing such notices.
- (c) Except for good cause as determined by the Executive Council, notice of a Special Meeting, including the date, place and agenda for the meeting, must be sent to the delegates and Affiliates at least forty-five (45) days prior to the meeting.

F. Agenda Submission Procedures

1. For all regular meetings of the National Labor Assembly, the following procedures shall apply with respect to the submission of Advance Agenda Items:

- (a) Advance Agenda Items may only be submitted by individual delegates, Affiliates' collective bargaining cabinets, commissions or equivalent bodies, UAN National Bargaining Councils, the UAN Executive Council and the UAN President.
- (b) All Advance Agenda Items must be in writing and must include the title, subject, identity of the submitting party, relevant background information and proposed action to be taken.
- (c) In order to be placed on the agenda, all Advance Agenda Items must be received by the UAN Secretary-Treasurer or bear a postmark date no later than sixty (60) days prior to the first day of the National Labor Assembly.
- (d) No later than thirty (30) days prior to the National Labor Assembly, the Secretary-Treasurer shall transmit to the Affiliates and the members of the National Labor Assembly the items which have been placed on the agenda.
- (e) Agenda items shall be published as submitted. No additions, deletions or editing may be made without the permission of the sponsor.
- (f) Any properly submitted Advance Agenda Item may be cosponsored by any delegate(s) or Executive Council member(s). Such endorsement shall be in writing and shall be submitted to the Secretary-Treasurer prior to the close of the first day of the National Labor Assembly.

2. Late Agenda Items

- (a) Late Agenda Items may be submitted for a Regular Meeting by an individual delegate(s), an Affiliate's collective bargaining cabinet, commission or equivalent body or a UAN National Bargaining Council: (i) prior to convening a Regular Meeting of the National Labor Assembly after the time period for submitting Advance Agenda Items under Section F1(c) has expired; and (ii) during the first day of the meeting. Acceptance of such Late Agenda Items shall require a two-thirds (2/3) majority vote of the National Labor Assembly.
- (b) Late Agenda Items may be submitted for a Special Meeting by an individual delegate(s), an Affiliate's collective bargaining cabinet, commission or equivalent body or a UAN National Bargaining Council: (i) after the call for a Special Meeting of the National Labor Assembly and prior to convening the meeting; and (ii) during the first two hours of a Special Meeting. Acceptance of such Late Agenda Items shall require a seventy-five percent (75%) vote of the National Labor Assembly.
- (c) Late Agenda Items are subject to the requirements of Section F1(a), (b), (e) and (f) above.
- (d) The President or Executive Council may submit a Late Agenda Item at any time prior to or during a Regular Meeting of the National Labor Assembly.
- (e) The President or Executive Council may submit a Late Agenda Item at any time prior to or during a Special Meeting upon a seventy-five percent (75%) vote of the National Labor Assembly.



G. Attendance and Quorum

1. At any meeting of the National Labor Assembly, fifty percent (50%) of the total delegates representing a majority of the UAN Affiliates, and three (3) members of the Executive Council, one of whom is the President or Vice-President, shall constitute a quorum for the transaction of business.

2. The Chairs or Presidents of the Affiliates' cabinets, commissions or equivalent bodies who are not serving as elected delegates pursuant to Section VI.A.1 shall be seated with their delegation on the floor of the National Labor Assembly and may participate with voice but no vote.
3. Up to two staff representatives from each Affiliate may participate in the National Labor Assembly with voice but no vote.
4. Up to two staff nurses who are eligible for collective bargaining representation from each Associate Affiliate may participate in the National Labor Assembly with voice but no vote.
5. All meetings of the National Labor Assembly are open to all members in good standing and invited guests, provided, however, that the National Labor Assembly may declare any session to be a closed session and exclude all persons who are not duly credentialed members of the National Labor Assembly.

H. Voting

1. Decisions on all questions brought before the National Labor Assembly, including all elections, shall be determined by a majority vote unless otherwise specifically stipulated in this Constitution. Each delegate shall be eligible to cast one (1) vote.
2. All voting other than in elections shall be by voice vote, except that a standing vote shall be taken at the request of any member of the

National Labor Assembly.

3. Members of the Executive Council may not vote for Officers and Directors, but may vote on all other matters.

I. Nominations and Elections

1. Nominations Procedure

- (a) Prior to the annual meeting of the National Labor Assembly, nominations may be submitted in writing by any UAN member to the Secretary-Treasurer in accordance with procedures established by the Executive Council.
- (b) No later than thirty (30) days prior to the National Labor Assembly, the Nominations Committee shall prepare and distribute to the delegates and Affiliates' collective bargaining cabinets, commissions or equivalent bodies a list of nominees for each elective position.
- (c) Delegates may submit additional nominations at the designated time during the National Labor Assembly. Delegates are permitted to self nominate.
- (d) Prior to the election, all nominees must notify the Nominations Committee, in writing, of their consent to serve if elected.
- (e) There shall be an elected Nominations Committee comprised of three (3) members in good standing. Its duties shall include overseeing all aspects of the nominations process, including verifying the eligibility of all candidates and serving as Tellers during the election. A Head Teller shall be appointed from among the members of the Nominations Committee.
 - (i) The regular term of office for members of the Nominations Committee shall



commence immediately following adjournment of the National Labor Assembly. Two members of the Nominations Committee shall be elected in the even-numbered years for a two-year term and one member shall be elected in the odd-numbered years for a two-year term.

(ii) Members of the Nominations Committee must resign their membership on the Nominations Committee prior to the Notice of Meeting sent under Section E.1(b) above in order to be nominated for any UAN office or position.

(iii) To be eligible for election to the Nominations Committee, a member must meet the requirements of Article IV.B.1. Members of the Nominations Committee must maintain their good standing status throughout their elected term.

(iv) Members of the Nominations Committee shall be elected in accordance with the procedures set forth in Article VI.1.2.

(v) When a vacancy in the Nominations Committee occurs, the Executive Council shall fill such vacancy by appointment until the next regular meeting of the National Labor Assembly, where such vacancy shall be filled by election. Appointees to the Nominations Committee must meet the eligibility criteria of Article IV.B.1.

2. Elections

(a) The election of Officers and Directors shall be conducted at the annual meeting of the National Labor Assembly.

(b) Notice of the election shall be sent to all delegates and Affiliates with the Notice of Meeting sent pursuant to Section E.1(b) above.

(c) The election shall be conducted in accordance with the UAN policies governing elections.

(d) All protests from members concerning any election held pursuant to this Section shall be heard and determined by the Hearing Panel established by Article VIII.E below.

(i) Such protests shall be in writing, sent to the Secretary-Treasurer by Registered Mail, Return Receipt Requested, or by Certified Mail, and shall be sufficiently specific as to the alleged acts which constitute the basis of the protest and the provisions of the Constitution and/or Title IV of the Labor Management Reporting and Disclosure Act of 1959 allegedly violated.

(ii) Such protests must be filed no more than thirty (30) days after the conclusion of the election being challenged.

(iii) The Hearing Panel shall provide written notification of the date, place and time of the hearing to the member filing the protest and all other candidates for the office subject to challenge. Such notification shall be given at least ten (10) days in advance of the hearing date.

(iv) The member filing the protest and all other candidates for the office subject to challenge have the right to appear at the hearing and to designate and be represented at the hearing by any member in good standing.

(v) The Hearing Panel shall hold a hearing on the protest and issue a written decision within sixty (60) days of the date such protest was received, unless this time limit is extended by the Hearing Panel for cause after notice

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to the protesting member and the other candidates for the office subject to challenge.

- (vi) The Hearing Panel's decision may be appealed by any party to the Executive Council within fifteen (15) days of receipt of the Hearing Panel's decision. Appeals must be in writing and must be sufficiently specific as to the basis of the appeal.

- (vii) The Executive Council shall hear appeals solely upon the evidence and decision submitted to it except that, if any party requests an appeal hearing, the Executive Council shall hold such a hearing at a time and place it designates. Except for good cause as determined by the Executive Council, a decision shall be issued no later than sixty (60) days following the Executive Council's receipt of the appeal.

- (viii) The written decision of the Executive Council on the protest shall be final and binding.

J. Meeting Records

1. The actions taken at each meeting of the National Labor Assembly shall be compiled and published and issued to all members of the National Labor Assembly and all Affiliates within sixty (60) days of such meeting.
2. A copy of the transcript of each meeting of the National Labor Assembly shall be available for inspection by a member in good standing at the UAN national offices upon request to the Secretary-Treasurer.

VII. DUES, ASSESSMENTS AND FINANCES

VII. DUES, ASSESSMENTS AND FINANCES

A. Dues Amount

1. Effective July 1, 2003, dues to the UAN shall be calculated in accordance with Paragraph 6 of the Agreement of Autonomy and Affiliation between the UAN and ANA.

2. Dues may be increased only by a majority roll call vote of the National Labor Assembly.

B. Payment of Dues by Affiliates

1. Dues shall be transmitted to the UAN by the Affiliates. Affiliates are obligated to pay dues to the UAN for the current month no later than the end of the succeeding month, unless otherwise determined by the Executive Council in extreme hardship cases, in accordance with UAN policy.

2. Affiliates shall transmit agency shop and other service fees to the UAN for all Registered Nurses paying such fees to the Affiliate. All references to dues in this Section B shall be applicable to the payment of agency shop and other service fees.

3. Monthly dues payments shall be accompanied by information and documentation reasonably calculated to verify the accuracy of such payments, as determined by UAN policy.

4. The Executive Council may cause the review of the books and records of an Affiliate to the extent necessary to verify the accuracy of dues payments or to make a determination on issues concerning dues arrears.

5. Affiliates that have not paid dues by the twentieth (20th) day of the month succeeding the date due under Section B.1 above, and have not received a hardship exemption pursuant to Section B.1, shall not be entitled to enjoy the rights and privileges of Affiliates set forth in Article III.B.3, 5 and 6.

C. Special Assessments

1. A special assessment on all members for a finite period of time for lawful trade union purposes may be levied by the National Labor Assembly.
2. Each Affiliate shall be notified of the terms and conditions for the payment of such assessment, and shall be responsible for collecting and transmitting such assessment to the UAN.
3. The provisions of Section B above pertaining to dues payments shall be applicable to the payment of assessments.
4. Any proposal for a special assessment shall include the: (a) purpose; (b) expected outcomes; (c) detailed budget; (d) time limit; and (e) evaluation of the assessment.

D. Mobilization Fund

1. The UAN Mobilization Fund shall be funded as determined by the National Labor Assembly. The Mobilization Fund shall provide financial support for issues of urgent concern significantly affecting UAN members and Affiliates that cannot be funded by normal UAN budgeting practices and policies, including strike/lockout support and defense of the integrity of the UAN, its members and its Affiliates.
2. The monies of the Mobilization Fund shall be maintained as UAN funds, segregated from the UAN general fund, with earnings thereon to be a part of the Mobilization Fund. The Mobilization Fund shall not be utilized as a source of funding for past or current budgeted operational expenses, unless specifically authorized by a seventy-five percent (75%) vote of the Executive Council or a majority vote of the National Labor Assembly, acting by ballot, as a result of an unforeseen loss of dues revenues.

3. Distributions from the Mobilization Fund may be made by the Executive Council in accordance with procedures established by UAN policy.
- E. Fiscal Responsibility

The UAN shall provide all Affiliates with quarterly financial reports and an annual audit report, and shall make available for inspection, upon a specific request for identifiable information, the financial books, records and financial accounts necessary to verify such reports.

VIII. HEARINGS AND APPEALS

A. Membership Charges

1. Any member may be fined, suspended, expelled or otherwise disciplined for any of the following acts:
 - (a) Violation of this Constitution.
 - (b) Violation of published UAN policy.
 - (c) Misappropriating money or property of the UAN or engaging in financial malpractice with respect to UAN assets.
 - (d) Performing work for a hospital or other employer or engaging in other strike-breaking conduct during a period when the members of the UAN are on strike against such hospital or employer.
 - (e) Acting in any manner to circumvent, defeat or interfere with collective bargaining between the UAN or an Affiliate and an employer or with an existing collective bargaining agreement.
 - (f) Improperly disclosing any UAN information that is clearly designated as confidential.
 - (g) Engaging in dual unionism by assisting a rival labor organization to the detriment of the UAN or its Affiliates.

(h) Refusing or willfully neglecting to pay dues, assessments, fines or other financial obligations to the UAN.

(i) Doing any act detrimental or injurious to the UAN or its members.

2. A charge may be preferred against any member of the UAN by resolution of the collective bargaining commission, cabinet or equivalent body of any Affiliate, the chair or president of any such collective bargaining body, or any UAN Officer or Director, except as provided in subparagraph 3 of this Section.
3. The UAN Officers and Directors may not be charged under the provisions and procedures set forth in this Article as a result of their duties in office while they hold office, but shall be subject to the provisions and procedures set forth in this Article when they no longer hold office.

B. Hearing Procedures

1. Charges shall be preferred in writing and shall be sufficiently specific as to the identity of the charged party, the alleged acts which constitute the basis of the charges and the provisions of the Constitution allegedly violated. The charging party shall serve the charges on the accused member by Registered Mail, Return Receipt Requested, or Certified Mail at his/her last known address. If this letter is refused by the addressee, this nevertheless shall be deemed sufficient notice of the proceedings. The charging party shall also mail a copy of the charges to the UAN Secretary-Treasurer by Registered Mail, Return Receipt Requested, or Certified Mail, on the same date it is mailed to the charged party.
2. To be heard, charges must be filed within forty-five (45) days after the charging party becomes aware of the alleged offense.

3. Charges shall be heard by a three-person Hearing Panel established under Section E below. Absent good cause determined by the Hearing Panel, the hearing shall be held at a time and place designated by the Hearing Panel no later than forty-five (45) days following receipt of the charges and a decision shall be rendered no later than thirty (30) days from the date of the hearing.

4. Both the charged and charging parties have the right at the hearing, and at any appeal taken therefrom, to designate and be represented by a UAN member in good standing. Evidence may be received and the hearing may proceed whether or not the charged party appears. Except for good cause as determined by the Hearing Panel, a party who fails to appear at the hearing shall be deemed to have waived the right to appeal from the Hearing Panel's decision.

5. Prior to the hearing, the Hearing Panel shall review the charges and dismiss them if the charges have not been timely filed or if the act complained does not constitute an act subject to discipline under Section A above. If the charges are dismissed pursuant to this paragraph, the charging party shall be notified in writing and may file an appeal pursuant to Section C below. Any such appeal shall be limited to whether or not the charges were properly dismissed. In the event such appeal is granted, the charges will be referred to the Hearing Panel for a hearing on the merits.

6. The Hearing Panel shall render a written decision, subject to the time limitations in Paragraph 3 of this Section, sustaining or dismissing the charges in whole or in part, and shall impose such penalties or disciplinary action as it deems proper. In order to be sustained, the charges must be supported by a preponderance of reliable evidence and a majority of the Hearing Panel must vote to sustain the charges.

C. Appeal Procedure

1. A charged or charging party aggrieved by the Hearing Panel's decision may file an appeal to the Executive Council. This appeal must be in writing and must be filed within fifteen (15) days from the date of the Hearing Panel's decision.

2. Absent good cause as determined by the Executive Council, the Executive Council may hear appeals solely upon the evidence and decision submitted to it. If either party requests an appeal hearing, the Executive Council shall designate a time and place to hear the appeal. The Executive Council shall issue a written decision no later than forty-five (45) days after the date the appeal was filed.

3. The Executive Council's decision on the appeal shall be final and binding.

D. Status of Accused Member

The status of an accused member in good standing may not be changed as a result of charges until all hearings and appeals set forth in Sections B and C above have been completed or until the time limit for any appeal has expired.

E. Hearing Panel

1. A Hearing Panel shall be established to hear charges and election protests under the procedures set forth in Section B above.
2. The Hearing Panel shall be comprised of three (3) members in good standing, whose terms shall commence immediately following adjournment of the National Labor Assembly. Two members of the Hearing Panel shall be elected for a two-year term in the even numbered years and one shall be elected for a two-year term in the odd numbered years. There shall also be two (2) Alternate Hearing Panel members, one of whom shall be elected for a two-

IX. TEMPORARY TRUSTESHIP ACTION TO PROTECT THE MEMBERSHIP

year term in the even numbered years and one of whom shall be elected for a two-year term in the odd numbered years. The Alternate Hearing Panel member(s) shall serve on the Hearing Panel in the event of a vacancy or if a member of the Hearing Panel is unable to serve in a particular case.

3. To be eligible for election to the Hearing Panel, either as a member or an alternate, a member must meet the requirements of Article IV.B.1 above. Members and alternates of the Hearing Panel must retain their good standing status throughout their elected term. UAN Officers and Directors may not serve on the Hearing Panel while serving on the Executive Council.
4. Hearing Panel members and alternates shall be elected in accordance with the procedures set forth in Article VI.1.2 above.
5. When a vacancy on the Hearing Panel occurs, it shall be filled by the Alternate Hearing Panel member who received the highest number of votes.
6. Hearing Panel members and alternates whose terms have expired will continue sitting on the Hearing Panel for the purpose of concluding matters pending before the Panel at the time of the expiration of their terms.
7. The members of the Hearing Panel shall select one of their members to serve as chairperson.

IX. TEMPORARY TRUSTESHIP ACTION TO PROTECT THE MEMBERSHIP

A. Trusteeship Authorization

Recognizing that the UAN should have procedures to protect the membership in situations involving corruption or financial malpractice, substantial and pervasive failure to perform significant representational duties of a



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collective bargaining representative, or refusal to comply with the provisions of this Constitution, provided that a trusteeship for violation of policy shall be limited to violation of policy imposed by the National Labor Assembly, where such conduct has not been remedied by the Affiliate, the Executive Council, upon a two-thirds (2/3) majority vote of the entire Executive Council, is authorized to take protective action against an Affiliate engaged in such conduct. Such protective action shall include the appointment of a temporary Trustee. Such Trustee shall be appointed and such protective action shall be taken solely in connection with the Affiliate's collective bargaining program in order to protect the interests of the affected UAN members represented by the Affiliate. The scope of the Trusteeship shall be limited to action related to the situations described above that led to the protective action. In addition, the Trusteeship shall be imposed and administered in such a manner as to minimize the impact of the Trusteeship on the Affiliate's non-collective bargaining members to the maximum extent possible.

B. Prior Appointment of Representatives

After determining that there is reasonable cause to serve charges under Section C below based on conduct described in Section A above, but before any charges are served, the Executive Council shall appoint a representative of the UAN, a representative of an Affiliate, taking into account recommendations from the Affiliates, and a representative designated by the Affiliate against whom protective action is contemplated who is not a member of that Affiliate. The foregoing representatives shall investigate the circumstances, work with the Affiliate on remedial action and make a report with recommendations to the Executive Council within sixty (60) days.

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C. Hearing Before Executive Council

After receiving and considering the report required by Section B above, the Executive Council shall decide whether to serve charges on the Affiliate. The Executive Council shall take into account the recommendations made under B above and the remedial action taken by the Affiliate. If the Executive Council determines that charges should be filed, it shall serve the Affiliate with written notice of the charges and the intent to take protective action, afford the Affiliate a reasonable time to prepare a defense and afford the Affiliate a full and fair hearing before the Executive Council on not less than fifteen (15) days written notice. A Trustee shall not be appointed prior to the issuance of the Executive Council's decision. The Executive Council or National Labor Assembly may establish procedures governing hearings held under this Section.

D. Appeal and Review

The Affiliate, through its collective bargaining program, may appeal the decision of the Executive Council to the next meeting of the National Labor Assembly. Notice of such appeal shall be filed in writing with the Executive Council within sixty (60) days after transmittal of the Executive Council's decision, and the appellant shall have the right to appear before the National Labor Assembly. During the pendency of any appeal, the Executive Council's decision shall remain in full force. The National Labor Assembly shall affirm, reverse or modify the decision of the Executive Council.

E. Duties and Obligations of Temporary Trustee

1. The Trustee shall take charge of and conduct the affairs of an Affiliate solely in connection with its collective bargaining program, in order to protect the interests of the affected UAN members represented by the Affiliate, and in accordance with the specific directive of the Executive Council.

The Trustee's authority shall be limited to action related to the specific situation that led to the trusteeship. The Trustee shall carry out his/her activities in such a manner as to minimize the impact of the Trusteeship on the Affiliate's non-collective bargaining members to the maximum extent possible.

2. The temporary Trustee shall report periodically to the Executive Council, but no less frequently than every two (2) months, on the status and progress of the temporary Trusteeship. Such report shall contain recommendations on whether the temporary Trusteeship should be terminated. The temporary Trustee's acts shall be subject to the supervision of the Executive Council. The Executive Council may remove a temporary Trustee, appoint a successor temporary Trustee, and appoint an administrative assistant(s) to the temporary Trustee to assist in managing the day-to-day operations of the temporary Trusteeship.

F Termination of Trusteeship Protection

1. A temporary Trusteeship shall be terminated by direction of the Executive Council as soon as the need for such temporary Trusteeship no longer exists.
2. The Affiliate, through its collective bargaining program's cabinet, commission or equivalent body, acting at a regular or special meeting, by majority vote, may petition the Executive Council for the termination of the temporary Trusteeship. Upon the receipt of such petition, the Affiliate's cabinet, commission or equivalent body shall be accorded a hearing which shall commence within twenty (20) days, with a decision to be made within forty-five (45) days after the hearing. Such petition may not be presented more frequently than every six (6) months, commencing on a date three (3) months from the date of the Executive Council's decision establishing the temporary Trusteeship.

G. Evaluation and Re-Authorization of Article IX after Appointment of Trustee

1. Within ninety (90) days of the appointment of a Trustee pursuant to Section A above, in conjunction with the representatives appointed pursuant to B above, the Executive Council shall conduct an evaluation of the temporary trusteeship. Such evaluation shall include, but not be limited to, the effectiveness of the Trusteeship in protecting the interests of the affected UAW members represented by the Affiliate and the impact of the Trusteeship on the Affiliate's non-collective bargaining members and services.
2. The evaluation shall be presented to the first regular meeting of the National Labor Assembly following the appointment of the Trustee in accordance with the procedures set forth in Article VI. F After considering the evaluation, in order for this Article IX to be continued in force and effect, the National Labor Assembly must re-authorize it by a majority vote. Such re-authorization may be conditioned upon such modifications to the procedures set forth in Sections A through F above as the National Labor Assembly deems appropriate.



X. DURATION AND DISSOLUTION

X. DURATION AND DISSOLUTION

A. Duration

The duration of the UAN shall be perpetual or until dissolved as set forth in Section B below.

B. Dissolution

1. The National Labor Assembly, by a seventy-five percent (75%) majority vote, may direct the Executive Council to ballot the membership on the issue of UAN dissolution, provided that the subject of dissolution is on the Advance Agenda for that National Labor Assembly meeting. Dissolution shall only be approved by a seventy-five percent (75%) majority vote of the membership.
2. In the event of such dissolution, the Executive Council shall act as agent for the members and dispose of all physical assets of the UAN by public auction, private sales or otherwise, and any and all questions relating thereto shall be decided by a majority vote of the Executive Council. After the payment of all outstanding debts and expenses, the remaining liquid assets shall then be prorated to the members of record in good standing.

Bylaw

ANA

ANA
AMERICAN NURSES
ASSOCIATION

BYLAWS

As Amended June 26, 2000

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HISTORICAL SKETCH OF ANA

September 2, 1896. Delegates from 10 alumnae associations met near New York City for the purpose of organizing a national professional association for nurses.

1897. Constitution and bylaws were completed and the Nurses Associated Alumnae of the United States and Canada was organized.

1899. Name changed to Nurses Associated Alumnae of the United States.

April 18, 1901. The incorporation of the Nurses Associated Alumnae of the United States completed and filed in Albany, New York.

1911. Name changed to American Nurses Association.

May 3, 1917. Incorporated in the District of Columbia.

January 19, 1920. Incorporation in New York State annulled.

July 1, 1982. The American Nurses Association became a federation of constituent state nurses associations.

March, 2000. Upon conferment of constituent member status on the Federal Nurses Association by the ANA Board of Directors, ANA became a federation of constituent member associations rather than a federation of constituent state nurses associations.

Published by

American Nurses Association

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CERTIFICATE OF INCORPORATION AMERICAN NURSES ASSOCIATION

We, the undersigned, a majority of whom are residents of the District of Columbia, desiring to avail ourselves of the provisions of Section 599, *et sequitur*, of the Code of Laws of the District of Columbia, do hereby certify as follows:

1. The name or title by which this Society shall be known is AMERICAN NURSES ASSOCIATION.
2. The term for which it is organized shall be perpetual.
3. The purposes of this corporation are and shall be to promote the professional and educational advancement of nurses in every proper way; to elevate the standard of nursing education; to establish and maintain a code of ethics among nurses; to distribute relief among such nurses as may become ill, disabled, or destitute; to disseminate information on the subject of nursing by publications in official periodicals or otherwise; to bring into communication with each other various nurses and associations and federations of nurses throughout the United States of America; and to succeed to all rights and property held by the American Nurses Association as a corporation duly incorporated under and by virtue of the laws of the District of Columbia.
4. The number of its trustees for the first year of its existence shall be thirteen.

IN WITNESS WHEREOF, the undersigned Jane A. Delano, a resident of the District of Columbia, and Georgia M. Nevins, a resident of the District of Columbia, and Clara D. Noyes, a resident of the District of Columbia, and Annie W. Goodrich, a resident of the City of New York, and Sara E. Sly, a resident of Birmingham, Michigan, have hereto set our hands and seals this 28th day of April, 1917.

JANE A. DELANO (Seal)
GEORGIA M. NEVINS (Seal)
CLARA D. NOYES (Seal)
ANNIE W. GOODRICH (Seal)
SARAH E. SLY (Seal)

STATE OF PENNSYLVANIA,
PHILADELPHIA COUNTY SS:-

Personally appeared before me, a Notary Public in and for the Commonwealth of Pennsylvania, Jane A. Delano, Georgia M. Nevins, Annie W. Goodrich, Clara D. Noyes, and Sara E. Sly, who are personally well known to me to be the individuals who signed the foregoing and annexed certificate of incorporation and acknowledged the same to be their act and deed.

Given under my hand and notarial seal this 28th day of April, 1917.

(Notarial Seal) ROSE MARIE KELLY
Notary Public
Commission expires 19 Jan., 1919.

ARTICLE I Name, Purposes, and Functions

Section 1. Name

The name of this association shall be the American Nurses Association, hereinafter referred to as ANA.

Section 2. Purposes

- a. The purposes of ANA shall be to--
- 1) work for the improvement of health standards and the availability of health care services for all people, and
 - 2) foster high standards of nursing, and
 - 3) stimulate and promote the professional development of nurses and advance their economic and general welfare.
- b. These purposes shall be unrestricted by consideration of age, color, creed, disability, gender, health status, lifestyle, nationality, race, religion, or sexual orientation.

Section 3. Functions

The functions of ANA shall be to--

- a. establish standards of nursing practice, nursing education, and nursing services.
- b. establish a code of ethical conduct for nurses.*
- c. ensure a system of credentialing in nursing.
- d. initiate and influence legislation, governmental programs, national health policy, and international health policy.
- e. support systematic study, evaluation, and research in nursing.
- f. serve as the central agency for the collection, analysis, and dissemination of information relevant to nursing.
- g. promote and protect the economic and general welfare of nurses.
- h. provide leadership in national and international nursing.
- i. provide for the professional development of nurses.
- j. conduct an affirmative action program.
- k. ensure a collective bargaining program for nurses.
- l. provide services to constituent members.

*Code for Nurses

- m. maintain communication with constituent members through official publications.
- n. assume an active role as consumer advocate.
- o. represent and speak for the nursing profession with allied health groups, national and international organizations, governmental bodies, and the public.
- p. protect and promote the advancement of human rights related to health care and nursing.

ARTICLE II Membership

Section 1. Composition

ANA shall be composed of state nurses associations, ~~multi-state nurses associations~~, United States of America nurses overseas associations, and a federal nurses association composed of registered nurses whose employers are members of the Federal Nursing Services Council, limited to membership of the active component of the U.S. Army, Navy and Air Force, and uniformed Public Health Service nurses, hereinafter referred to as constituent members.

Section 2. Qualifications

- A constituent member is an association that--
- a. is composed of individual members and may include organizational members/affiliates.
 - b. has articles of incorporation and bylaws that govern its individual members and regulate its affairs.
 - c. has stated and demonstrated purposes and functions congruent with those of ANA.
 - d. provides that each of its individual members has been granted a license to practice as a registered nurse* in at least one state, territory, or possession of the United States and does not have a license under suspension or revocation in any state, or has completed a nursing education program qualifying the individual to take the state-recognized examination for registered nurse licensure as a first-time writer.
 - e. may, in accord with its policies and procedures, include in its membership the impaired nurse, in recovery, who has surrendered a license to practice.

*See Proviso, page 30.

- f. provides that each of its organizational members or affiliates--
 - 1) has a mission and purpose harmonious with the constituent member.
 - 2) has a governing body composed of a majority of registered nurses. This shall not preclude the participation of organizations of associate nurses. The rights and privileges of the organizational members or affiliates shall be determined by and limited to participation in the constituent member.
- g. with the exception of a federal nurses association, serves a geographic area such as a state, territory, or possession of the United States, any combination thereof, foreign country, or region of the world, where there is no other recognized constituent member.
- h. maintains a membership that meets the qualifications in these bylaws, unrestricted by consideration of age, color, creed, disability, gender, health status, lifestyle, nationality, race, religion, or sexual orientation.
- i. is not delinquent in paying dues to ANA.

Section 3. Responsibilities

- a. The bylaws of each constituent member shall--
 - 1) provide for the obligation of the constituent member to pay dues to ANA in accordance with policies adopted by the ANA House of Delegates.
 - 2) provide for individual members of the constituent to elect delegates and alternates to the ANA House of Delegates according to provisions of these bylaws.
 - 3) protect individual members' right to participate in the constituent member.
 - 4) specify the obligations of individual members.
 - 5) provide for disciplinary action and an appeal procedure for individual members pursuant to common parliamentary and statutory law.
 - 6) provide for the recognition of disciplinary action taken by any constituent member against its individual member.
 - 7) provide for official recognition of constituent associations of the constituent member.
 - 8) provide that additional dues shall not be required from nor refunded to individual members transferring from another

constituent member if the individual member has made full payment of dues.

- b. Each constituent member shall--
- 1) apprise individual members of the constituent of their right to--
 - a) receive a membership card and *The American Nurse*.
 - b) be a candidate for ANA elective and appointive positions in accordance with these bylaws.
 - c) participate in the election of constituent member delegates to the ANA House of Delegates in accordance with these bylaws.
 - d) attend the meetings of the ANA House of Delegates, the convention, and other unrestricted ANA activities.
 - e) attend the congress of the International Council of Nurses.
 - 2) require that individual members of the constituent member abide by the *Code for Nurses*.
 - 3) submit current bylaws and proposed amendments for review by ANA.
 - 4) comply with contractual agreements and statements of understanding between the constituent member and ANA.

Section 4. Rights

Each constituent member shall be entitled to--

- a. display a certificate of membership in ANA.
- b. distribution of *The American Nurse* to its individual members.
- c. hold voting seats in the ANA House of Delegates.
- d. submit proposals for consideration by ANA.
- e. submit the names of nominees for ANA elective and appointive positions in accordance with provisions of these bylaws.
- f. a fair hearing before any disciplinary action is taken.
- g. hold a voting seat in the Constituent Assembly.
- h. other rights as provided under common parliamentary and statutory law.

Section 5. Disciplinary Action by ANA

- a. Cause for disciplinary action against a constituent member shall be limited to--
 - 1) failure to meet and maintain the qualifications and fulfill all the responsibilities of constituent members as specified in these bylaws.
 - 2) failure to submit its bylaws or any amendments for ANA review.
 - 3) engaging in dual unionism.
 - 4) failure to comply with contractual agreements and statements of understanding between the constituent member and ANA.
 - 5) default on any obligations, financial or otherwise, to ANA.
- b. Disciplinary action shall be conducted in accordance with ANA policies and procedures.

ARTICLE III Organizational Affiliates of ANA

Section 1. Qualifications

An organizational affiliate of ANA is an association that--

- a. is a national nursing organization that meets criteria established by the ANA House of Delegates.
- b. has been granted organizational affiliate status by the Board of Directors.
- c. has paid an organizational affiliation fee to ANA.

Section 2. Responsibilities

Each organizational affiliate shall maintain a mission and purpose harmonious with the purposes and functions of ANA.

Section 3. Rights

Each organizational affiliate shall be entitled to--

- a. one registered nurse participant who shall have voice, but no vote, in the ANA House of Delegates.
- b. make reports or presentations to the ANA House of Delegates within its area of expertise.
- c. submit the names of registered nurse representatives qualified for appointment to ad hoc groups, task forces and the congress.

ARTICLE IV Dues

Section 1. Amount of Dues

The ANA House of Delegates shall establish the dues.

Section 2. Notification of Change

Constituent members shall be notified in writing of any proposal to change the dues at least 180 days prior to the meeting of the ANA House of Delegates at which the proposal is to be voted upon.

Section 3. Vote

A vote of two-thirds of the delegates present and voting shall be required to change the amount of dues.

Section 4. Payment

ANA dues shall be paid in accordance with policy adopted by the ANA House of Delegates.

ARTICLE V House of Delegates

Section 1. Definition

The ANA House of Delegates is the governing and official voting body of ANA.

Section 2. Composition

- a. The ANA House of Delegates shall be composed of not more than 615 individual members from constituent members including:
 - 1) Delegates duly elected by secret ballot by individual members of constituent members. A mail ballot is permissible.
 - 2) The members of the Board of Directors, whose voting rights are limited, as provided herein.
- b. The ANA House of Delegates shall also include the following who shall have courtesy seats without vote:
 - 1) the past presidents of ANA;

- 2) the chairperson or designee of the ANA congress;
- 3) presidents/chairpersons or designees of the American Academy of Nursing (AAN), American Nurses Association-Political Action Committee (ANA-PAC), American Nurses Credentialing Center (ANCC), American Nurses Foundation (ANF), and co-chairperson of the Nursing Organization Liaison Forum (NOLF);
- 4) a representative of the Federal Nursing Services and the National Student Nurses Association;
- 5) one registered nurse participant from each organizational affiliate.

Section 3. Authority

The ANA House of Delegates shall--

- a. determine association policies and positions.
- b. delegate authority and define accountability for the implementation of association policies and positions approved by the ANA House of Delegates.

Section 4. Responsibilities

The ANA House of Delegates shall--

- a. establish rules of procedure for meetings of the ANA House of Delegates.
- b. elect ANA officers, directors, congress members, and the Nominating Committee, as provided for in these bylaws.
- c. adopt and maintain bylaws.
- d. adopt a code of ethics.*
- e. assure the development and promulgation of nursing standards.
- f. establish the congress and assign its responsibilities.
- g. monitor and revise the strategic plan.

Section 5. Apportionment

Each constituent member shall be entitled to three delegates-at-large at any meeting of the ANA House of Delegates. Additional delegates shall be allocated proportionately to the constituent member based on the policy adopted by the ANA House of Delegates. The

*Code for Nurses

policy shall be adopted by a vote of two-thirds of the delegates present and voting.

Section 6. Notification of Change in Apportionment

Constituent members shall be notified in writing of any proposal to change the apportionment policy at least 60 days prior to the meeting of the ANA House of Delegates at which the proposal is to be voted on.

Section 7. Delegates

- a. **Qualifications**
 - 1) All delegates shall be individual members of a constituent member.
 - 2) Delegates shall be credentialed by the Delegate Credentials Committee.
- b. **Term of Office**

Each delegate and alternate shall be elected for a two-year term or until a successor is elected.
- c. **Vacancies**

Vacancies shall be filled with alternates elected by secret ballot in accordance with procedures for election of delegates. A mail ballot is permissible.
- d. **Voting Rights**

All duly elected delegates shall have the right to vote in the ANA House of Delegates. The members of the Board of Directors, who are not duly elected delegates, shall not vote for officers or directors of the association, but they shall have the right to vote on all other matters before the ANA House of Delegates.

Section 8. Meetings

- a. The ANA House of Delegates shall meet annually.
- b. The time and place of the meeting shall be determined by the Board of Directors.
- c. Constituent members and others who hold seats in the ANA House of Delegates shall be notified in writing of a meeting of the ANA House of Delegates at least 60 days prior to the meeting.
- d. A special meeting of the ANA House of Delegates may be called by a two-thirds vote of the Board of Directors and shall be called by the president upon the written request of a majority of the constituent members.

Section 9. Quorum

A quorum for transaction of business by the ANA House of Delegates shall consist of 50 percent of the total delegate population, representing a majority of the constituent members, and five members of the Board of Directors, one of whom shall be the president or a vice president; or of 90 percent of the total delegate population, representing two-thirds of the constituent members.

Section 10. Nominations and Elections for Office

- a. **Nominations**
 - 1) Candidates for office shall meet established qualifications and shall consent to serve if elected.
 - 2) Individual members of constituent members shall be considered eligible for only one elective office in ANA at any one time.
 - 3) An individual member of a constituent member who meets the established qualifications for an elective office may declare as a candidate by writing to the secretary of ANA.
 - 4) The slate of candidates shall be published in *The American Nurse* at least 60 days prior to the annual meeting in even-numbered years. Constituent members shall be notified of the slate of candidates in writing in accordance with approved policy.
- b. **Elections**
 - 1) Elections shall be held at the annual meeting of the ANA House of Delegates in even-numbered years and shall be by secret ballot.
 - 2) The delegates shall be notified of the dates and hours of voting in the notice of the annual meeting in even-numbered years.
 - 3) The Delegate Credentials Committee, appointed by the Board of Directors, shall accredit delegates and verify eligibility of all voters.
 - 4) A plurality vote shall constitute an election. In case of a tie, the choice shall be by lot.
 - 5) The term of office shall begin at the adjournment of the annual meeting of the ANA House of Delegates in even-numbered years.

- c. **Challenge**
Any challenge to the election shall be filed with the secretary of ANA not more than 30 days after adjournment of the annual meeting of the ANA House of Delegates in even-numbered years.
- d. **Removal of Elected Officials**
Any official elected by the ANA House of Delegates may be removed by the ANA House of Delegates whenever such action is deemed to be in the best interest of the association, or for other just cause. Removal of an elected official requires a majority vote of the ANA House of Delegates.

ARTICLE VI Board of Directors

Section 1. Definition

The Board of Directors is the corporate body composed of officers and directors elected by the ANA House of Delegates.

Section 2. Composition

The Board of Directors shall consist of ANA elected officers and directors, each of whom shall be an individual member of a constituent member.

- a. There shall be five officers: president, first vice president, second vice president, secretary, and treasurer.
- b. There shall be ten directors elected at-large; four of whom shall hold seats designated for staff nurses.*
- c. The Board of Directors shall provide a seat to the Constituent Assembly chairperson or designee. The chairperson may participate in meetings of the board without vote.

*A staff nurse is defined as one who is non-supervisory, non-managerial, and includes one or more of the following: (a) is employed by a health care institution or agency; (b) whose primary role is a provider of direct patient care; (c) who is collective bargaining eligible under applicable labor law.

Section 3. Authority

The Board of Directors shall have the authority delegated to it by the ANA House of Delegates, including the duty and power of acting for the membership in the intervals between meetings of the ANA House of Delegates, and other duties and powers as defined in these bylaws.

Section 4. Accountability

The Board of Directors shall report and be accountable to the ANA House of Delegates.

Section 5. Responsibilities

The Board of Directors shall--

- a. exercise the corporate responsibility and fiduciary duties of the association consistent with applicable provisions of law.
- b. provide for implementation of association policies and positions approved by the ANA House of Delegates.
- c. establish policies and procedures for the transaction of business, coordination of association activities, and operation and maintenance of a national headquarters.
- d. establish financial policies and procedures, adopt the budget, submit all books annually to a certified public accountant for audit, and present an annual financial statement to the membership and the ANA House of Delegates.
- e. establish policies and procedures for approving publications and other printed materials prior to their distribution.
- f. establish policies and procedures for the collection, analysis, and dissemination of information.
- g. establish policies and procedures for nominations and elections.
- h. establish standing and special committees of the board as deemed necessary for the performance of its duties, and define the purpose and authority of such committees.
- i. make appointments and fill vacancies as delegated to the board in these bylaws.
- j. define qualifications for appointive office unless otherwise specified in these bylaws.
- k. appoint, define the authority and responsibilities of, and annually review the performance of the executive director as the chief executive officer.
- l. confer constituent membership on associations meeting qualifications established in these bylaws.

- m. consult with the Constituent Assembly on issues affecting constituent members.
- n. collaborate with the Constituent Assembly in determining services to be offered by ANA to constituent members and enter into the appropriate contractual agreements with constituent members.
- o. comply with contractual agreements and statements of understanding between ANA and constituent members.
- p. establish policies and procedures for disciplinary action against constituent members.
- q. develop guidelines for the creation and dissolution of multi-state nurses associations and United States of America nurses overseas associations.
- r. grant organizational affiliate status in accordance with these bylaws.
- s. establish fees for organizational affiliates.
- t. establish fees for conventions, specified activities, and services.
- u. control the use of the official ANA insignia and the procurement and sale of replicas thereof.
- v. ensure the maintenance of a national archive for the collection and preservation of documents and other materials that have contributed and continue to contribute to the historical and cultural development of nursing.
- w. provide for ANA liaison or representation at meetings of voluntary organizations and of public or governmental agencies.
- x. establish relationships and collaboration with the National Student Nurses Association.
- y. constitute the membership of the American Nurses Foundation and function in that capacity as specified in the bylaws of the American Nurses Foundation.
- z. maintain official membership in the International Council of Nurses.
- aa. appoint members to the Board of Trustees of the American Nurses Association Political Action Committee (ANA-PAC) as specified in the bylaws of ANA-PAC.
- bb. appoint the president and Board of Directors of the American Nurses Credentialing Center (ANCC), a separately incorporated subsidiary of ANA, as specified in the bylaws of ANCC.
- cc. receive annual reports from the American Academy of Nursing.
- dd. provide for dissemination of the *Code for Nurses*.
- ee. establish the mechanism to advocate for and protect the human rights and ethical concerns of the nursing profession.

- ff. assume other duties as may be provided for elsewhere in these bylaws and by the ANA House of Delegates.

Section 6. Term of Office

- a. Officers shall be elected in even-numbered years to serve for two years or until their successors are elected.
- b. Five directors shall be elected at a meeting of the ANA House of Delegates in even-numbered years and five directors shall be elected in the alternate even-numbered years, each to serve four years or until their successors are elected.
- c. No officer or director shall serve more than two consecutive terms in the same office nor more than eight consecutive years on the Board of Directors. An officer or director who has served one half term or more shall be considered to have served a full term.

Section 7. Qualifications

- a. To be eligible to serve on the Board of Directors, a person shall--
 - 1) hold current individual membership in a constituent member.
 - 2) not concurrently serve as an officer or director of another organization if such participation might result in a conflict of interest with ANA.
- b. Occupants of the four (4) seats designated for staff nurses shall meet the definition of staff nurse as defined by action of the ANA House of Delegates.*

Section 8. Vacancies

- a. In the event of a vacancy--
 - 1) in the office of president, the first vice president shall become president for the remainder of the term.
 - 2) in the office of first vice president, the second vice president shall become first vice president for the remainder of the term.
 - 3) in the office of another officer or of a director-at-large not holding a seat designated for a staff nurse, the Board of

*See definition of staff nurse on page 10.

Directors shall fill the vacancy by appointment until the next annual meeting of the ANA House of Delegates in even-numbered years, when such vacancy shall be filled by election.

- b. In the event that a person holding a seat designated for staff nurse no longer meets the definition of staff nurse, the board position held by that member shall be declared vacant, unless the occupant has less than one year remaining in his/her term of office. In the event of a declared vacancy, the position shall be filled by appointment of an eligible staff nurse until the next annual meeting of the ANA House of Delegates in even-numbered years, when such vacancy shall be filled by election.*

Section 9. Duties of Officers

- a. The president of ANA shall serve as the official representative of the association and as its spokesperson on matters of association policy and positions; as the chairperson of the ANA House of Delegates, the Board of Directors, and the executive committee of the board; and as an *ex-officio* member of all committees except the Nominating Committee. As designated by the Board of Directors, the president may appoint standing committees of the Board of Directors and may fulfill other duties.
- b. The vice presidents in order of rank shall assume duties of the president in the president's absence or at the discretion of the president.
- c. The secretary shall be responsible for ensuring that records are maintained of meetings of the ANA House of Delegates, the Board of Directors, and the executive committee of the board, and shall notify constituent members of meetings of the ANA House of Delegates.
- d. The treasurer shall be responsible for monitoring the fiscal affairs of the association and shall provide reports and interpretations of ANA's financial condition to the ANA House of Delegates, the Board of Directors, and the membership.
- e. Officers and directors shall fulfill the responsibilities of the Board of Directors as defined in these bylaws.

*See definition of staff nurse on page 10.

Section 10. Executive Committee

There shall be an executive committee of the Board of Directors composed of the officers, which shall have all powers of the Board of Directors, to transact business between board meetings in accordance with rules established by the board. Such transactions shall be reported at the next regular meeting of the Board of Directors.

Section 11. Executive Director

- a. The Board of Directors shall delegate to the executive director, as the chief executive officer, the authority to manage the association according to policies established by the ANA House of Delegates and the Board of Directors.
- b. The executive director shall be accountable to the Board of Directors.
- c. The executive director shall employ, direct, promote, and terminate staff of the association.
- d. The executive director may represent the association and serve as spokesperson on matters of established policy and positions.

Section 12. Meetings

- a. Meetings of the Board of Directors shall be held at least twice annually at a time and place determined by the Board of Directors. Special meetings may be called by the president and shall be called upon written request of at least ten constituent members or six members of the Board of Directors.
- b. Business requiring action by the Board of Directors may be conducted by mail or other media. Such action shall be subject to ratification at the next regular meeting of the Board of Directors.
- c. Absence from two consecutive regular meetings of the Board of Directors shall be cause for declaring a vacancy in the board position. Such vacancy shall be determined by a majority of the board.

Section 13. Quorum

A majority of the Board of Directors, including the president or a vice president, shall constitute a quorum at any meeting of the Board of Directors.

ARTICLE VII Standing Committees

Section 1. Definition

There shall be standing committees of the ANA House of Delegates as follows: Committee on Bylaws, Reference Committee, and Nominating Committee.

Section 2. Composition

- a. The Committee on Bylaws and Reference Committee shall be composed of at least five individual members of constituent members appointed by the Board of Directors.
- b. The Nominating Committee shall be composed of seven individual members of constituent members elected by the ANA House of Delegates. Four members of the Nominating Committee shall be elected at a meeting of the ANA House of Delegates in even-numbered years and three members shall be elected in the alternate even-numbered years. The nominees receiving the highest number of votes at each biennial election shall serve as members of the Nominating Committee. The remaining nominees shall serve as alternates. The nominee receiving the highest number of votes shall become chairperson-elect.

Section 3. Term of Office

- a. Members of the Committee on Bylaws and Reference Committee shall serve two-year terms or until their successors are appointed. No member of a standing committee may serve more than two consecutive terms on any one standing committee.
- b. Members of the Nominating Committee shall serve four-year terms or until their successors are elected. Members shall not serve consecutive terms. A chairperson-elect shall serve two years and succeed to the office of chairperson for two years.

Section 4. Accountability

Standing committees shall be accountable to the ANA House of Delegates and submit reports to the Board of Directors.

Section 5. Vacancies

- a. Absence from two consecutive meetings shall be cause for declaring a vacancy in the position. Such vacancy shall be determined by a majority of the Board of Directors.
- b. A vacancy on a standing committee, except the Nominating Committee, shall be filled by appointment by the Board of Directors.
- c. A vacancy on the Nominating Committee shall be filled by the alternate receiving the highest number of votes.

Section 6. Responsibilities

- a. The Committee on Bylaws shall--
 - 1) interpret these bylaws.
 - 2) receive and prepare proposed amendments to these bylaws or articles of incorporation, report them to the Board of Directors, and submit them to the ANA House of Delegates.
 - 3) review the articles of incorporation and bylaws of an association that applies to ANA for constituent status in order to determine conformity with qualifications of constituent members in these bylaws, and report its findings to the Board of Directors.
 - 4) determine a regular schedule to review bylaws of constituent members and review bylaws of constituent members upon changes in qualifications or responsibilities of constituent members in these bylaws, to determine continuing conformity with these bylaws, and report its findings to the Board of Directors.
- b. The Reference Committee--
 - 1) shall receive, review, and report on proposals submitted for the consideration of the ANA House of Delegates.
 - 2) shall provide for hearings on proposals at meetings of the ANA House of Delegates.
 - 3) may recommend action on proposals to be considered by the ANA House of Delegates.
 - 4) shall develop procedures for presentation of proposals to the ANA House of Delegates for adoption.
- c. The Nominating Committee shall--
 - 1) request names of candidates for elective offices.

- 2) prepare a slate of at least two nominees for each elective office and publish such slate at least 60 days prior to the annual meeting in the even-numbered years.
- 3) present the slate of nominees to the ANA House of Delegates.
- 4) implement the policies and procedures for nominations and elections as established by the Board of Directors.
- 5) assume other responsibilities for nominations as provided for in these bylaws.

ARTICLE VIII United American Nurses (UAN)

Section 1. Name

The name of this body shall be the United American Nurses, hereinafter referred to as UAN.

Section 2. Purposes

The purposes of the UAN shall be to further the purposes of ANA by --

- a. ensuring that nurses have meaningful access to collective bargaining through ANA.
- b. providing effective collective bargaining services.
- c. strengthening ANA and constituent member associations' labor programs.
- d. establishing and implementing an effective national labor agenda.

Section 3. Functions

The functions of UAN shall be to --

- a. operate as an insulated body.
- b. establish and implement an effective national labor program within ANA.
- c. utilize staff and financial resources to accomplish its purposes.
- d. generate additional revenue for operations of the labor programs by assessment of UAN members beyond the ANA dues as provided for elsewhere in these bylaws in a manner provided by law.
- e. develop national labor policies for UAN members.

In its functions, the UAN will not operate to substitute for or control the constituent member in its role as certified bargaining agent.

Section 4. Consistency

To the extent that the ANA Bylaws are inconsistent with this Article as it pertains to the structure of the UAN, the UAN shall be controlled by this Article.

Section 5. Composition

The UAN shall consist of members and associates. ~~Members are either those constituent members of ANA who have insulated collective bargaining programs and represent registered nurses for the purposes of collective bargaining or their separate insulated collective bargaining programs.~~ Associates are those constituent members of ANA who have bylaws establishing an insulated collective bargaining program but do not at this time represent registered nurses for the purposes of collective bargaining. Associates will have a voice, but no vote. Participation in the UAN shall be voluntary and at the discretion of the constituent member.

Section 6. Accountability

- a. The UAN is an organized body of ANA that shall be autonomous with respect to all matters that are required by law to be addressed by an insulated labor body.
- b. The UAN advises the ANA Board of Directors on labor implications of proposed policy and provides informational reports.
- c. The ANA Executive Director shall have the authority to manage the UAN and is responsible for implementing the policies established by the National Labor Assembly and the Executive Council.

Section 7. Discipline

Members of the UAN shall be subject to reprimand, censure, suspension, or expulsion for violation of the policies of the UAN or for conduct detrimental or injurious to the UAN and its purposes, in accordance with established policy.

Disciplinary action shall be conducted in accordance with UAN policies and procedures and shall include provision for due process and appeal.

Section 8. National Labor Assembly

- a. The UAN National Labor Assembly is the governing and official voting body of the UAN.
- b. The UAN National Labor Assembly shall be composed of individual members from the constituent members or their collective bargaining programs who are members of the UAN, including:
- 1) delegates and alternates duly elected by secret ballot by those individual members of the UAN member who are represented by the UAN member for the purposes of collective bargaining. Each delegate and alternate shall be elected for a two-year term or until a successor is elected.
 - 2) members of the UAN Executive Council, who shall not vote for officers or directors of the UAN, but shall have the right to vote on all other matters before the UAN National Labor Assembly.
- c. Each constituent member or its collective bargaining program shall be entitled to one delegate-at-large at any meeting of the UAN National Labor Assembly. Constituent members with more than 1000 members represented for collective bargaining shall receive one additional delegate for each block of 1000 full member equivalents or part thereof.
- d. Delegates to the UAN National Labor Assembly shall--
- 1) be members of the constituent member or its collective bargaining program;
 - 2) be elected by members of bargaining units represented by the constituent members or their collective bargaining programs;
 - 3) be members of a bargaining unit represented by the constituent members or their collective bargaining programs throughout the term of office as delegate to the UAN National Labor Assembly; and
 - 4) serve as delegates for no more than four consecutive terms, exclusive of any time served on the UAN Executive Council.
- e. Up to two staff nurse representatives from each associate of the UAN may participate in the National Labor Assembly with voice but no vote.
- f. Up to two staff representatives from each UAN member may participate in the National Labor Assembly with voice but no vote.
- g. The UAN National Labor Assembly shall meet in conjunction with but not concurrently to the annual meeting of the ANA House of Delegates.

- h. The UAN National Labor Assembly shall --
- 1) develop labor policies for UAN members;
 - 2) elect the UAN Executive Council;
 - 3) determine assessments in a manner provided by law;
 - 4) provide for the collection, analysis and dissemination of labor data; and
 - 5) develop and revise the strategic plan for the UAN.
- i. Quorum
A quorum for transaction of business by the UAN Labor Assembly shall consist of 50 percent of the total delegates, representing a majority of the UAN members, and three members of the Executive Council, one of whom shall be the chairperson or vice-chairperson.
- j. Removal of Elected Officials
Any officer or director elected by the UAN National Labor Assembly may be removed by the UAN National Labor Assembly in accordance with its procedures, whenever such action is deemed to be in the best interest of the UAN, or for other just cause. Removal of an elected official requires a majority vote of the UAN National Labor Assembly.

Section 9. Executive Council

- a. The Executive Council is a body composed of officers and directors elected by the UAN National Labor Assembly.
- b. The Executive Council shall consist of UAN elected officers and directors, each of whom shall be an individual member who is represented for the purposes of collective bargaining by a constituent member or its collective bargaining program.
- 1) There shall be three officers: chairperson, vice-chairperson, and secretary/treasurer.
 - 2) There shall be four elected directors-at-large.
- c. Officers and directors of the Executive Council shall not concurrently serve on the Executive Council and as delegates to the UAN National Labor Assembly.
- d. The Executive Council shall have the authority delegated to it by the UAN National Labor Assembly, including the duty and power of acting for the membership in the intervals between meetings of the UAN National Labor Assembly and shall--

- 1) establish policies and procedures.
 - 2) determine programmatic priorities for the UAN which will direct the use of resources.
 - 3) monitor the strategic plan for the UAN.
 - 4) appoint committees and task forces.
 - 5) have dispute resolution authority.
 - 6) determine membership status within the UAN.
 - 7) provide oversight and accountability for the UAN within ANA.
 - 8) identify individuals for appointment to appropriate ANA committees and task forces to facilitate ongoing and timely inclusion of labor implications in evolving ANA work and policies.
 - 9) provide consultation to the ANA Board of Directors with regard to the appointment and annual performance review of the ANA Executive Director.
 - 10) collaborate with the ANA Executive Director in developing and defining the UAN Program Director position description.
 - 11) provide input to the ANA Executive Director in the hiring and evaluation of the UAN Program Director.
 - 12) in the event of a conflict between ANA and the UAN, enter into a mutually agreed upon conflict resolution process with the ANA Board of Directors.
- e. Elections:
- 1) Officers and directors of the UAN shall be elected to serve for two years or until their successors are elected.
 - 2) The chairperson, vice-chairperson, and two directors shall be elected in even-numbered years and the secretary/treasurer and two directors shall be elected in odd-numbered years.
 - 3) No officer or director shall serve more than two consecutive terms in the same office nor more than eight consecutive years on the Executive Council, exclusive of any time served as a delegate to the UAN National Labor Assembly. An officer or director who has served one half term or more shall be considered to have served a full term.

- f. Vacancy
In the event of a vacancy --
 - 1) in the office of the chairperson, the vice chairperson shall become chairperson for the remainder of the term.
 - 2) in the office of another officer or of a director at large, the executive council shall fill the vacancy by appointment until the next annual meeting of the UAN Labor Assembly where such vacancy shall be filled by election.
- g. Meetings
Meetings of the Executive Council shall be held at least twice annually at a time and place determined by the Executive Council. A special meeting may be called by the chairperson and shall be called upon written request of at least three members of the Executive Council.
- h. Quorum
A majority of the Executive Council, including the chairperson or vice chairperson shall constitute a quorum at any meeting of the Executive Council.

ARTICLE IX Commission on Workplace Advocacy

Section 1. Name

The name of this body shall be the Commission on Workplace Advocacy, hereinafter referred to as Commission on WPA.

Section 2. Purpose

The purpose of the Commission on WPA shall be to further the purposes of ANA by --

- a. Ensuring that nurses have meaningful access to workplace advocacy through the ANA and its constituent member associations.
- b. Strengthening the ANA and its constituent member associations' workplace advocacy programs.
- c. Facilitating development of effective workplace advocacy services in the constituent member associations.
- d. Evaluating the effectiveness of the WPA initiative.

Section 3. Functions

The functions of the Commission on WPA shall be to --

- a. Establish and implement an effective national workplace advocacy program within ANA.
- b. Determine programmatic priorities for the WPA which will direct the use of resources.
- c. Establish communication mechanisms to ensure dissemination and integration of effective WPA strategies within ANA and its constituent member associations.
- d. Utilize staff and financial resources to accomplish its purposes.
- e. Provide oversight and accountability for WPA within ANA.

Section 4. Composition

The Commission on WPA shall consist of nine members appointed by the ANA Board of Directors for two-year terms in accordance with Operating Guidelines of the commission adopted by the board. No appointee shall serve more than two consecutive terms. The majority of the membership of the Commission on WPA shall consist of representatives from the constituent member associations who rely primarily on workplace advocacy. The chairperson shall be designated by the ANA Board of Directors.

Section 5. Accountability

The Commission on WPA shall be accountable to the ANA Board of Directors and report to the House of Delegates.

ARTICLE X Congress on Nursing Practice and Economics

Section 1. Definition

The congress is an organized, deliberative body which focuses on establishing nursing's approach to emerging trends within the socioeconomic, political and practice spheres of the health care industry by identifying issues and recommending policy alternatives to the Board of Directors.

Section 2. Purpose

The purpose of the congress shall be to further the purposes of ANA.

Section 3. Composition

The congress shall consist of fifteen members, ten of whom shall be elected by the ANA House of Delegates and five of whom shall be appointed by the ANA Board of Directors. Individual members of constituent members may be elected or appointed from nominees submitted by constituent members, the congress, and committees. Not more than one registered nurse representative of organizational affiliates may be appointed. The chairperson shall be designated by the Board of Directors.

Section 4. Term of Office*

Appointment and election of congress members shall be for a four-year term or until successors have been appointed or elected. Congress members are not eligible to serve consecutive terms. Members having served 24 months or more shall be considered to have served a full term.

Section 5. Accountability

The congress shall be accountable to the Board of Directors and report to the ANA House of Delegates.

Section 6. Responsibilities

The congress shall--

- a. develop policy alternatives essential to the mission of the association, including issues related to nursing practice and workforce issues, and recommend to the Board for action.
- b. establish a plan of operation for carrying out its responsibilities.
- c. establish a communication mechanism to insure timely input from the constituent member associations on emerging practice and economic issues.
- d. establish a mechanism for identifying and accessing experts on particular practice and economic issues

*See Proviso, page 30.

- e. who can inform the congress.
develop and adopt nursing practice standards and guidelines for board approval.
- f. develop and evaluate programs.
- g. address and respond to concerns related to equal opportunity and human rights, ethics, and to nursing education, research, and services.
- h. formulate revisions of the *Code for Nurses* and recommend them to the ANA House of Delegates, and interpret the *Code for Nurses*.
- i. analyze trend data related to professional nursing issues and recommend programmatic initiatives.
- j. provide for dissemination of information and maintain communication with constituent members, organizational affiliates, and others as approved by the Board of Directors.
- k. appoint, and seek advice and consultation from ad hoc work groups as needed and as authorized by the board.
- l. receive informational reports from the UAN. In its work with the UAN, the congress will not operate to substitute for or control the constituent members in their role as the certified bargaining agent.
- m. identify and analyze the economic and financial impact of nurses' contributions and nursing standards of practice in the health care industry.
- n. assume other responsibilities as assigned by the ANA House of Delegates and the Board of Directors.

Section 7. Vacancies

- a. Absence from two consecutive meetings shall be cause for declaring a vacancy in the position. Such vacancy shall be determined by a majority of the Board of Directors.
- b. A vacancy in the congress shall be filled by appointment by the Board of Directors from nominees submitted by constituent members, the congress, and committees, or organizational affiliates.

ARTICLE XI Constituent Assembly

Section 1. Definition

The Constituent Assembly is a representative body of constituent members which promotes deliberation on

professional and organizational issues and consults with and advises the Board of Directors and reports to the ANA House of Delegates on such matters.

Section 2. Composition

- a. The Constituent Assembly shall be composed of two representatives from each constituent member who shall be the president and chief administrator or their designees.
- b. The Constituent Assembly shall elect a chairperson from its members and shall elect other officers as determined by the assembly.

Section 3. Responsibilities

The Constituent Assembly shall--

- a. consult with the Board of Directors on issues affecting the constituent members.
- b. recommend policies, positions, and programmatic budgetary priorities to the Board of Directors and report to the ANA House of Delegates regarding professional issues and/or organizational concerns.
- c. promote the implementation of ANA policies and positions by constituent members.

Section 4. Voting

Each constituent member shall be allowed one vote to be cast by its president or the president's designee.

Section 5. Meetings

Meetings of the Constituent Assembly shall be held at least annually. Special meetings may be called by the Constituent Assembly Executive Committee and shall be called upon the written request of at least twenty constituent members.

ARTICLE XII Nursing Organization Liaison Forum

Section 1. Composition

The Nursing Organization Liaison Forum shall be composed of duly authorized representatives of ANA and of other nursing organizations that meet the qualifications specified in these bylaws.

Section 2. Qualifications

A nursing organization that participates in the Nursing Organization Liaison Forum shall—

- a. have a mission and purpose harmonious with the purposes and functions of ANA.
- b. have a governing body composed of a majority of registered nurses. This shall not preclude the participation of the National Student Nurses Association.

Section 3. Function

The Nursing Organization Liaison Forum shall meet at least annually. It shall provide for the discussion of issues of common concern to the nursing profession and shall promote concerted organizational action on those issues.

ARTICLE XIII

The American Nurse and the American Journal of Nursing

The American Nurse shall be the official organ of this association and shall be provided to each individual member of constituent members. *The American Journal of Nursing* shall be the professional journal of this association.

ARTICLE XIV

American Academy of Nursing

The American Academy of Nursing is an independently organized body composed of individual members of constituent members who have made significant contributions to the advancement of the profession of nursing.

ARTICLE XV

Amendments

Section 1. Amendments with Notice

- a. These bylaws may be amended with prior notice at a meeting of the ANA House of Delegates in

odd-numbered years by a two-thirds vote of the credentialed delegates present and voting.

- b. These bylaws may be amended with prior notice at a special meeting of the ANA House of Delegates in accord with Article V, Section 8d by a two-thirds vote of the credentialed delegates present and voting.
- c. The Committee on Bylaws shall receive proposed amendments at least 180 days prior to a meeting of the ANA House of Delegates in odd-numbered years.
- d. Amendments proposed by the Committee on Bylaws for action by the ANA House of Delegates shall be submitted to the ANA secretary and shall be appended to the official notification of the meeting of the ANA House of Delegates.

Section 2. Amendments Without Notice

These bylaws may be amended without prior notice at any annual or special meeting of the ANA House of Delegates in accord with Article V, Section 8d by a 99 percent vote of the credentialed delegates present and voting.

ARTICLE XVI

Parliamentary Authority

Robert's Rules of Order Newly Revised governs this association in all parliamentary situations that are not provided for in the law or in the charter, bylaws, or adopted rules of ANA.

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BYLAWS TO THE ANA

ADOPTED BY THE 1989 HOUSE OF DELEGATES

ARTICLE II (Membership), Section 2 (Qualifications)

This proviso is intended to provide for the evolving membership of the constituent members with regard to the second level practitioner of the future.

At such time as a state has enacted legislation or regulation for a future differentiated professional/associate nurse licensing system, and prior to implementation, and the constituent member chooses to include in its membership an individual who would be granted a license to practice as a second level practitioner, the ANA House of Delegates must determine membership rights, responsibilities, and privileges of the second level practitioner at its earliest scheduled meeting, regardless of the bylaws cycle.

AS ADOPTED BY THE 1999 HOUSE OF DELEGATES

ARTICLE X, Congress on Nursing Practice and Economics, Section 4. Term of Office

The current representatives from the Congress of Nursing Practice and Congress on Nursing Economics who have been elected by the House of Delegates and whose terms have not expired at the close of the 1999 House of Delegates will serve on the Congress until they have completed their terms or until their successors are elected or appointed.

In 2000, ten current congress members will continue to serve in the new Congress until 2002. Five additional members shall be elected by the ANA House of Delegates and two members shall be appointed by the ANA Board of Directors for four

years serving until 2004. During the period between 2000 and 2002, there will be a total of seventeen members serving on the Congress. In 2002, five members shall be elected by the ANA House of Delegates and three members shall be appointed by the ANA Board of Directors for four years serving until 2006. This will provide for staggered elections and appointments.

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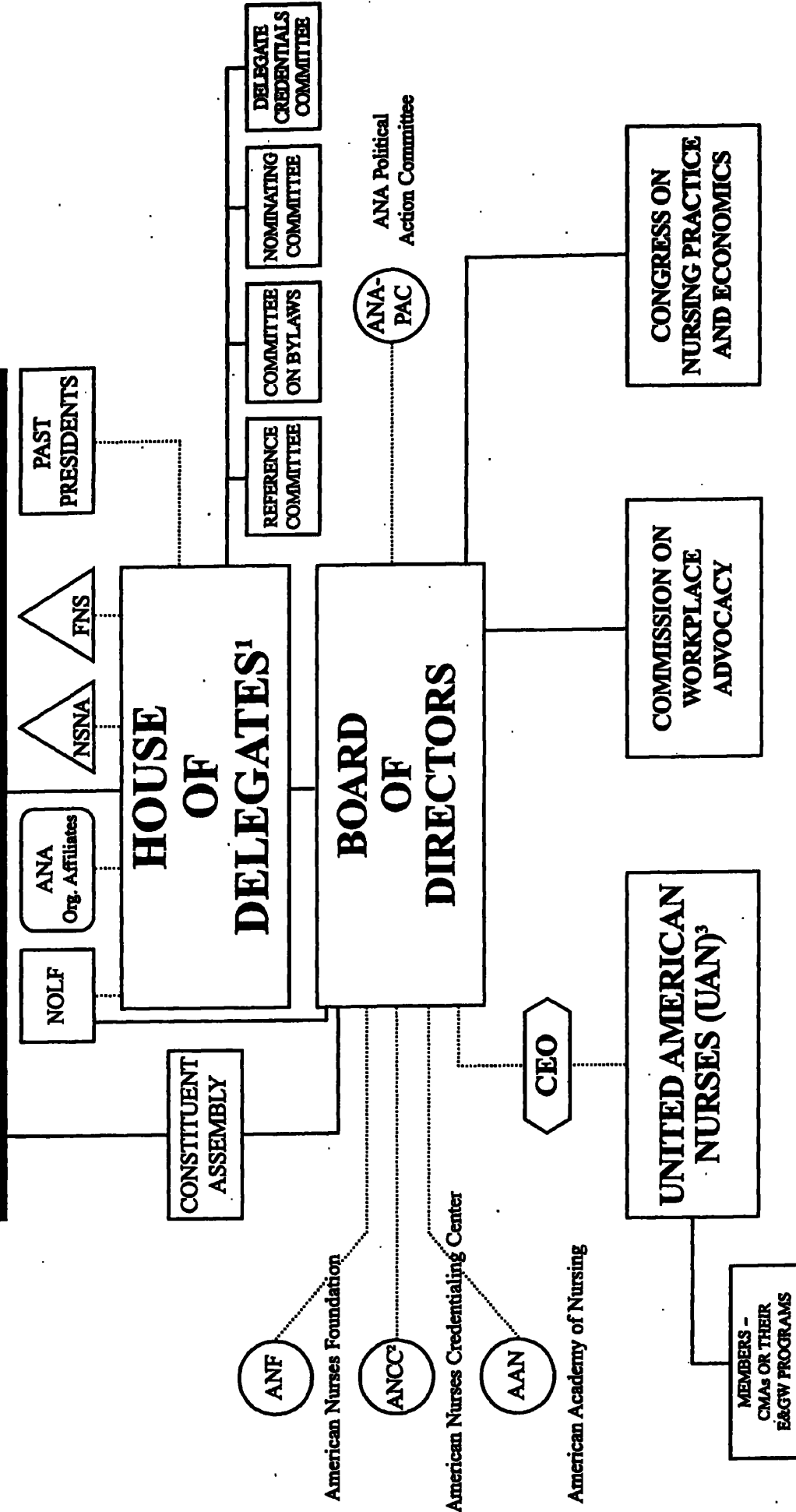
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CONSTITUENT MEMBERS

State Nurses Associations
 Multi-State Nurses Association
 USA Nurses Overseas Association
 Federal Constituency



¹ While all lines indicate a relationship, not all share exactly the same type. See bylaws for more thorough explanations.

² One registered nurse representative from each ANA organizational affiliate has a courtesy seat in the House of Delegates. One representative each from the Nursing Organization Liaison Forum, Federal Nursing Services, National Student Nurses Association, Congress on Nursing Practice and Economics, AAN, ANA-PAC, ANCC, and ANF also has a courtesy seat in the House of Delegates.

³ The American Nurses Credentialing Center is autonomous with respect to development and implementation of credentialing operational policies and procedures and is accountable to ANA's administrative structure in other aspects. ANA retains the authority to set standards for nursing education, nursing practice and nursing services.

⁴ The UAN is autonomous with respect to all matters that are required by law to be addressed by an insulated labor body. The ANA Executive Director has the authority to manage the UAN and is responsible for implementing its policies.

Bylaw

ANA
AMERICAN NURSES
ASSOCIATION


ANA
AMERICAN NURSES
ASSOCIATION

BYLAWS

As Amended June 19, 2005

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HISTORICAL SKETCH OF ANA

September 2, 1896. Delegates from 10 alumnae associations met near New York City for the purpose of organizing a national professional association for nurses.

1897. Constitution and bylaws were completed and the Nurses Associated Alumnae of the United States and Canada was organized.

1899. Name changed to Nurses Associated Alumnae of the United States.

April 18, 1901. The incorporation of the Nurses Associated Alumnae of the United States completed and filed in Albany, New York.

1911. Name changed to American Nurses Association.

May 3, 1917. Incorporated in the District of Columbia.

January 19, 1920. Incorporation in New York State annulled.

July 1, 1982. The American Nurses Association became a federation of constituent state nurses associations.

March, 2000. Upon conferment of constituent member status on the Federal Nurses Association by the ANA Board of Directors, ANA became a federation of constituent member associations rather than a federation of constituent state nurses associations.

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American Nurses Association

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CERTIFICATE OF INCORPORATION AMERICAN NURSES ASSOCIATION

We, the undersigned, a majority of whom are residents of the District of Columbia, desiring to avail ourselves of the provisions of Section 599, *et sequitur*, of the Code of Laws of the District of Columbia, do hereby certify as follows:

1. The name or title by which this Society shall be known is AMERICAN NURSES ASSOCIATION.
2. The term for which it is organized shall be perpetual.
3. The purposes of this corporation are and shall be to promote the professional and educational advancement of nurses in every proper way; to elevate the standard of nursing education; to establish and maintain a code of ethics among nurses; to distribute relief among such nurses as may become ill, disabled, or destitute; to disseminate information on the subject of nursing by publications in official periodicals or otherwise; to bring into communication with each other various nurses and associations and federations of nurses throughout the United States of America; and to succeed to all rights and property held by the American Nurses Association as a corporation duly incorporated under and by virtue of the laws of the District of Columbia.
4. The number of its trustees for the first year of its existence shall be thirteen.

IN WITNESS WHEREOF, the undersigned Jane A. Delano, a resident of the District of Columbia, and Georgia M. Nevins, a resident of the District of Columbia, and Clara D. Noyes, a resident of the District of Columbia, and Annie W. Goodrich, a resident of the City of New York, and Sara E. Sly, a resident of Birmingham, Michigan, have hereto set our hands and seals this 28th day of April, 1917.

JANE A. DELANO (Seal)
GEORGIA M. NEVINS (Seal)
CLARA D. NOYES (Seal)
ANNIE W. GOODRICH (Seal)
SARAH E. SLY (Seal)

**STATE OF PENNSYLVANIA,
PHILADELPHIA COUNTY SS:**

Personally appeared before me, a Notary Public in and for the Commonwealth of Pennsylvania, Jane A. Delano, Georgia M. Nevins, Annie W. Goodrich, Clara D. Noyes, and Sara E. Sly, who are personally well known to me to be the individuals who signed the foregoing and annexed certificate of incorporation and acknowledged the same to be their act and deed.

Given under my hand and notarial seal this 28th day of April, 1917.

ROSE MARIE KELLY
Notary Public

(Notarial Seal)
Commission expires 19 Jan., 1919

ARTICLE I Name, Purposes, and Functions

Section 1. Name

The name of this association shall be the American Nurses Association, hereinafter referred to as ANA.

Section 2. Purposes

- a. The purposes of ANA shall be to --
- 1) work for the improvement of health standards and the availability of health care services for all people, and
 - 2) foster high standards of nursing, and
 - 3) stimulate and promote the professional development of nurses and advance their economic and general welfare.
- b. These purposes shall be unrestricted by consideration of age, color, creed, disability, gender, health status, lifestyle, nationality, race, religion, or sexual orientation.

Section 3. Functions

The functions of ANA shall be to --

- a. establish standards of nursing practice, nursing education, and nursing services.
- b. establish a code of ethical conduct for nurses.¹
- c. ensure a system of credentialing in nursing.
- d. initiate and influence legislation, governmental programs, national health policy, and international health policy.
- e. support systematic study, evaluation, and research in nursing.
- f. serve as the central agency for the collection, analysis, and dissemination of information relevant to nursing.
- g. promote and protect the economic and general welfare of nurses.
- h. provide leadership in national nursing and, through appropriate channels, in international nursing.
- i. provide for the professional development of nurses.
- j. conduct an affirmative action program.

¹*Code of Ethics for Nurses*

- k. ensure a collective bargaining program for nurses.
- l. ensure a workplace advocacy program for nurses.
- m. provide services to constituent member associations (CMAs) and the Individual Member Division (IMD).
- n. maintain communication with CMAs and the IMD through official publications.
- o. assume an active role as consumer advocate.
- p. represent and speak for the nursing profession with allied health groups, national and international organizations, governmental bodies, and the public.
- q. protect and promote the advancement of human rights related to health care and nursing.

ARTICLE II Membership and Affiliations

ANA shall be composed of organizations and individuals who have member or affiliate status. Member status is available for organizations meeting the criteria for constituent member associations or associate organizational members. Affiliate status is available for organizations meeting the criteria for organizational affiliates. Both member and affiliate status are available for individuals.

Section 1. Constituent Member Associations

- a. **Definition**
State nurses associations, multi-state nurses associations, nurses associations of the District of Columbia, and territories of the United States of America, United States of America nurses overseas associations, and a federal nurses association composed of registered nurses whose employers are members of the Federal Nursing Services Council, limited to membership of the active component of the U.S. Army, Navy and Air Force, and uniformed Public Health Service nurses are hereinafter referred to as constituent member associations.
- b. **Qualifications**
To be qualified as a CMA, the association must be one that -
 - 1) is composed of individual members and may include organizational members/affiliates.

- 2) has articles of incorporation or constitution and bylaws that govern its individual members and regulate its affairs.
- 3) has stated and demonstrated purposes and functions congruent with those of the ANA.
- 4) provides that each of its individual members has been granted a license to practice as a registered nurse² in at least one state, territory, or possession of the United States and does not have a license under suspension or revocation in any state, or is otherwise entitled by law to practice.
- 5) may, in accord with its policies and procedures, include in its membership the nurse in recovery who has surrendered a license to practice.
- 6) provides that each of its organizational members or affiliates --
 - a. has a mission and purpose harmonious with the CMA.
 - b. has a governing body composed of a majority of registered nurses. This shall not preclude the participation of organizations of associate nurses. The rights and privileges of the organizational members or affiliates shall be determined by and limited to participation in the CMA.
- 7) with the exception of a federal nurses association, and a US overseas nurses association, serves a geographic area such as a state, territory, or possession of the United States, any combination thereof, foreign country, or region of the world, where there is no other recognized CMA.
- 8) maintains a membership that meets the qualifications in these bylaws, unrestricted by consideration of age, color, creed, disability, gender, health status, lifestyle, nationality, race, religion, or sexual orientation.
- 9) is not delinquent in paying dues to the ANA.
- 10) is a member of the United American Nurses (UAN), either as a CMA or through its

²See Proviso, page 31.

collective bargaining program, if the CMA engages in collective bargaining³.

c. Responsibilities

- 1) The bylaws of each CMA shall --
 - a. provide for the obligation of the CMA to pay dues to the ANA in accordance with policies adopted by the ANA House of Delegates.
 - b. provide for the CMA/ANA members to elect delegates and alternates to the ANA House of Delegates according to provisions of these bylaws.
 - c. protect individual members' right to participate in the CMA.
 - d. specify the obligations of individual members.
 - e. provide for disciplinary action and an appeal procedure for individual members pursuant to common parliamentary and statutory law.
 - f. provide for the recognition of disciplinary action taken by any CMA against its individual member.
 - g. provide for official recognition of constituent associations of the CMA.
 - h. provide that additional dues shall not be required from nor refunded to individual members transferring from another CMA if the individual member has made full payment of dues.
- 2) Each CMA shall --
 - a. apprise individual members of the CMA of their right to --
 - i. receive a membership card and the ANA news periodical.
 - ii. be a candidate for ANA elective and appointive positions in accordance with these bylaws and applicable policies.
 - iii. participate in the election of CMA delegates to the ANA

³See Proviso, page 31.

- iv. House of Delegates in accordance with these bylaws. attend the meetings of the ANA House of Delegates, the convention, and other unrestricted ANA activities.
- v. attend the congress of the International Council of Nurses.

- b. require that individual members of the CMA abide by the *Code of Ethics for Nurses* and applicable ANA bylaws.
- c. submit current bylaws and proposed amendments for review by ANA.
- d. comply with contractual agreements and statements of understanding between the CMA and the ANA.
- e. maintain membership for itself or its collective bargaining program in the United American Nurses (UAN), if it represents nurses for collective bargaining.
- f. Require a two-thirds (2/3) vote of the entire CMA/ANA membership for disaffiliation from the ANA. "CMA/ANA membership," for these purposes, is defined as members of CMAs who are also members of the ANA, hereinafter designed as "CMA/ANA members".

d. Rights

Each CMA shall be entitled to --

- 1) display a certificate of membership in ANA.
- 2) distribution of the ANA news periodical to its individual members.
- 3) hold voting seats in the ANA House of Delegates.
- 4) submit proposals for consideration by ANA.
- 5) submit the names of nominees for ANA elective and appointive positions in accordance with provisions of these bylaws and applicable policies.
- 6) a fair hearing before any disciplinary action is taken.
- 7) hold a voting seat in the Constituent Assembly.

- 8) establish individual in-state only membership options, contingent upon agreement between the CMA and the ANA for residents of that state. This in-state only member shall not be entitled to representation at the ANA House of Delegates or other benefits of member status.
- 9) other rights as provided under common parliamentary and statutory law.

Section 2. Associate Organizational Members

a. Definition

An associate organizational member (AOM) is a nursing organization that establishes a working relationship with the ANA through a formal affiliation agreement approved by the ANA Board of Directors. There shall be only one AOM for collective bargaining, that is, an organization that has as its primary focus offering collective bargaining representation in the workplace, and one AOM for workplace advocacy, that is, an organization that has as its primary focus offering non-collective bargaining representation in the workplace.

b. Qualifications

To be qualified as an AOM, the nursing organization must be one that --

is composed of individual members or organizational members and may include organizational affiliates.

- 1) has articles of incorporation or constitution and bylaws that govern its individual members and regulate its affairs.
- 2) has stated and demonstrated purposes and functions congruent with those of the ANA.
- 3) has entered into an affiliation agreement with the ANA.

c. Responsibilities

Each AOM shall comply with the provisions of affiliation agreements and memoranda of understanding between the AOM and the ANA.

d. Rights

The president of an AOM, if elected in conformance with federal law, shall have an *ex officio* voting seat on the ANA Board of Directors.

The AOM presidents shall participate in all portions of the Board of Directors meetings except those specified in the Board of Directors policy and as designated by the ANA president that address business matters or involve confidential discussion regarding ANA's strategic position in relation to other organizations.

Section 3. Organizational Affiliates

a. Definition

An organizational affiliate of ANA is an association that --

- 1) is a national nursing organization that meets criteria established by the ANA House of Delegates.
- 2) has been granted organizational affiliate status by the Board of Directors.

b. Qualifications

Each organizational affiliate shall meet the criteria established by the ANA House of Delegates.

c. Responsibilities

Each organizational affiliate shall --

- 1) maintain a mission and purpose harmonious with the purposes and functions of the ANA.
- 2) pay an affiliation fee to the ANA

d. Rights

Each organizational affiliate shall be entitled to --

- 1) two representatives at the House of Delegates one of whom is a registered nurse participant who is a member of a CMA or the IMD and who shall be eligible to vote on all matters in the ANA House of Delegates except the setting of membership dues, amendment of bylaws and the election of officers and directors.
- 2) make reports or presentations to the ANA House of Delegates within its area of expertise, including the presentation of action reports.
- 3) submit the names of qualified registered nurse members as nominees for appointment to serve on the congress, committees, task forces, ad hoc groups, and as ANA representatives to external groups.
- 4) a liaison representing the body of organizational affiliates who shall be an RN and shall have voice but no vote at the ANA Board of Directors.

exclude members of certain nurse groups from all elective offices in CMA governance, and who elects to join the ANA directly. Only those individuals affected by the exclusion to elected office may individually join ANA.

- 2) The ANA individual members constitute the Individual Member Division (IMD).

b. Qualifications

Membership in the individual member category shall be unrestricted by consideration of age, color, creed, disability, gender, health status, lifestyle, nationality, race, religion, or sexual orientation.

To be qualified as an individual member, a registered nurse:

- 1) must have been granted a license to practice as a registered nurse in at least one state, territory, or possession of the United States and does not have a license under suspension or revocation in any state, or is otherwise entitled by law to practice.
- 2) may be a nurse in recovery who has surrendered a license to practice, in accord with the IMD policies and procedures.
- 3) must either:
 - a. reside or work in a state in which ANA has an agreement for this membership category; or
 - b. be a member of the UAN, as the ANA AOM for collective bargaining, but not a CMA.

Section 4. Individual Members

a. Definition

- 1) An individual member shall be a registered nurse:
 - a. who elects to join the ANA directly. This membership option is contingent upon the agreement between the CMA and the ANA. This membership option is on a pilot project/state option basis⁴; or
 - b. who is a member of the United American Nurses but is not a CMA member⁵; or
 - c. who resides or works where there is no CMA and elects to join ANA directly; or
 - d. who resides or works where CMAs do not provide for in-state only members and where the CMAs categorically

c. Responsibilities

Each individual member shall pay dues established by the ANA House of Delegates.

- 1) Registered nurses who become individual members pursuant to a voluntary agreement between ANA and the CMA for residents or nurses employed in that state shall pay the dues established by the House of Delegates which shall include a portion to be remitted to the CMA.

⁴See Proviso, page 31.

⁵See Proviso, page 32.

- 2) Registered nurses who become individual members through the UAN will pay the full dues conversion factor.

d. Rights

Each individual member shall be entitled to:

- 1) representation at the ANA House of Delegates through the Individual Member Division (IMD), which shall elect officers and ANA delegates and alternates by secret ballot elections.
- 2) all other benefits of member status.

Section 5. Individual Affiliates

a. Definition

An individual affiliate is a registered nurse who elects to join ANA in accordance with the provisions of this section.

b. Qualifications

Membership in the individual affiliate category shall be unrestricted by consideration of age, color, creed, disability, gender, health status, lifestyle, nationality, race, religion, or sexual orientation.

To be qualified as an individual affiliate, a registered nurse:

- 1) must have been granted a license to practice as a registered nurse in at least one state, territory, or possession of the United States and does not have a license under suspension or revocation in any state, or is otherwise entitled by law to practice.
- 2) may be a nurse in recovery who has surrendered a license to practice, in accord with the relevant ANA policies and procedures.
- 3) must not be represented for purposes of collective bargaining by the ANA, its members and affiliates.

c. Responsibilities

Each individual affiliate shall pay dues established by the ANA Board of Directors.

d. Rights

Each individual affiliate shall be entitled to access specific designated areas of the ANA website and to ANA benefit programs, as specified by the ANA Board of Directors.

Section 6. Disciplinary Action by ANA

a. Cause for disciplinary action against a CMA or the IMD shall be limited to –

- 1) failure to meet and maintain the qualifications and fulfill all the responsibilities of membership as specified in these bylaws including timely payment of dues.
- 2) failure to submit its bylaws or any amendments for ANA review.
- 3) engaging in dual unionism.
- 4) failure to comply with contractual agreements and statements of understanding between the member and ANA.
- 5) default on any obligations, financial or otherwise, to ANA.

b. Disciplinary action shall be conducted in accordance with ANA policies and procedures.

ARTICLE III Dues

Section 1. Amount of Dues

The ANA House of Delegates shall establish the CMA and the IMD dues.

Section 2. Notification of Change

The CMAs and the IMD shall be notified in writing of any proposal to change the dues at least 180 days prior to the meeting of the ANA House of Delegates at which the proposal is to be voted upon.

Section 3. Vote

A vote of two-thirds of the delegates present and voting shall be required to change the amount of dues.

Section 4. Payment

ANA dues shall be paid in accordance with policy adopted by the ANA House of Delegates.

ARTICLE IV House of Delegates

Section 1. Definition

The ANA House of Delegates is the governing and official voting body of ANA. The ANA House of Delegates provides stewardship for the profession through the creation of policy and positions that support the purposes of ANA.

Section 2. Composition

- a. There shall be up to a total of 675 delegate seats in the ANA House of Delegates, of which 600 delegates seats shall be for the CMAs, 15 delegate seats shall be for the elected ANA Board of Directors, and up to 60 delegate seats for the IMD and representatives of associate organizational member and organizational affiliates.⁶ The following requirements shall be met:
- 1) ANA delegates duly elected by secret ballot by CMA/ANA members, and IMD members. A mail ballot is permissible.
 - 2) the members of the Board of Directors, whose voting rights are limited, as provided herein.
 - 3) two representative of each organizational affiliate one of whom shall be the voting delegate. The voting delegate who shall be a registered nurse and a CMA/ANA member or an IMD member may vote on matters except membership dues, bylaws amendments, and election of officers and directors, as defined elsewhere in the bylaws.

⁶ See Proviso, page 32

- 4) the registered nurse presidents of AOMs who are elected in accordance with federal law and who therefore hold ex officio seats on the ANA Board of Directors.

- b. The ANA House of Delegates shall also include the following who shall have courtesy seats without vote:
- 1) the past presidents of ANA.
 - 2) the chairperson or designee of the ANA congress.
 - 3) presidents/chairpersons or designees of the American Academy of Nursing (AAN), American Nurses Association-Political Action Committee (ANA-PAC), American Nurses Credentialing Center (ANCC), American Nurses Foundation (ANF), and each associate organizational member (AOM) that does not have representation through its president serving on the ANA Board of Directors.
 - 4) one representative each of the Federal Nursing Services Council and the National Student Nurses Association.

Section 3. Authority

The ANA House of Delegates shall --

- a. determine policy and positions of the association.
- b. delegate authority to the ANA Board of Directors to define accountability for the implementation of association policies and positions approved by the ANA House of Delegates.

Section 4. Responsibilities

The ANA House of Delegates shall --

- a. establish rules of procedure for meetings of the ANA House of Delegates.
- b. elect ANA officers, directors, congress members, and the Nominating Committee, as provided for in these bylaws.
- c. adopt and maintain bylaws.
- d. adopt a code of ethics.
- e. assure the development and promulgation of nursing standards.
- f. establish the policy of the association.

Section 5. Apportionment

Each CMA shall be entitled to a minimum of three delegates at any meeting of the ANA House of Delegates. The IMD shall be entitled to a minimum of one delegate. The members of the ANA Board of Directors shall be provided delegate seats. Each organizational affiliate shall be entitled to two representatives, one of whom is a delegate who shall also be a CMA/ANA member, or an IMD member, with voting rights as established by these bylaws. The delegate seats reserved for CMA and IMD representation shall be allocated proportionately based on the policy adopted by the ANA House of Delegates. The policy shall be adopted by a vote of two-thirds of the delegates present and voting.

Section 6. Notification of Change in Apportionment

The CMAs and the IMD shall be notified in writing of any proposal to change the apportionment policy at least 60 days prior to the meeting of the ANA House of Delegates at which the proposal is to be voted on.

Section 7. Delegates

a. Qualifications

- 1) All voting delegates shall be individual members of a CMA or the IMD and other delegates as defined in these bylaws.
- 2) Delegates shall be credentialed by the Delegate Credentials Committee, provided that the CMA is current in dues payment in accordance with policy established by the Board of Directors, or has established an approval dues repayment plan for dues with which the CMA is current.
- 3) The officers and directors of the ANA Board of Directors can not be CMA delegates.

b. Term of Office

Each CMA or IMD delegate and alternate shall be elected for a two-year term or until a successor is elected. Other delegates shall have terms as determined by the organization they represent.

c. Vacancies

Vacancies of CMA and the IMD delegates shall be filled with alternates elected by secret ballot in accordance with procedures for election of delegates. A mail ballot is permissible consistent with the

requirements of the CMA and the IMD. Vacancies of other delegates shall be filled with alternates as determined by the organizations whose delegate seats are vacant.

d. Voting Rights

All duly elected delegates shall have the right to vote in the ANA House of Delegates. The members of the Board of Directors, who are not duly elected delegates, shall not vote for officers and directors of the association, but they shall have the right to vote on all other matters before the ANA House of Delegates. Delegates representing the organizational affiliates shall not vote for officers and directors of the association, on bylaws, or on dues, but shall have the right to vote on all other matters before the ANA House of Delegates.

- 1) All duly elected ANA delegates shall have the right to vote in the ANA House of Delegates
- 2) The members of the Board of Directors, who are not duly elected ANA delegates, shall not vote for officers and directors of the association, but they shall have the right to vote on all other matters before the ANA House of Delegates.
- 3) Delegates representing the organizational affiliates shall not vote for officers and directors of the association, on bylaws, or on dues, but shall have the right to vote on all other matters before the ANA House of Delegates.

Section 8. Meetings

- a. The ANA House of Delegates shall meet biennially⁷.
- b. The time and place of the meeting shall be determined by the Board of Directors.
- c. All who hold seats in the ANA House of Delegates shall be notified in writing of a meeting of the ANA House of Delegates at least 60 days prior to the meeting.
- d. A special meeting of the ANA House of Delegates may be called by a two-thirds vote of the Board of Directors and shall be called by the president upon

⁷See Proviso, page 32.

the written request of a majority of the combined CMAs and the IMD.

Section 9. Quorum

A quorum for transaction of business by the ANA House of Delegates shall consist of 50 percent of the total delegate population, representing a majority of the combined CMAs and the IMD, and five members of the Board of Directors, one of whom shall be the president or a vice president; or of 90 percent of the total delegate population, representing two-thirds of the combined CMAs and the IMD.

Section 10. Nominations and Elections for Office

a. Nominations

- 1) Candidates for office shall meet established qualifications and shall consent to serve if elected.
- 2) Individual members of CMAs and the IMD shall be considered eligible for only one elective office in ANA at any one time.
- 3) An individual member of a CMA or the IMD who meets the established qualifications for an elective office may declare as a candidate by writing to the secretary of ANA.
- 4) The slate of candidates shall be published in the ANA news periodical at least 60 days prior to the biennial meeting. The CMAs and the IMD shall be notified of the slate of candidates in writing in accordance with approved policy.

b. Elections

- 1) Elections shall be held at the biennial meeting of the ANA House of Delegates and shall be by secret ballot.
- 2) The delegates shall be notified of the dates and hours of voting in the notice of the biennial meeting.
- 3) The Delegate Credentials Committee, appointed by the Board of Directors, shall accredit delegates and verify eligibility of all voters.
- 4) A plurality vote shall constitute an election. In case of a tie, the choice shall be by lot.

- 5) The term of office shall begin at the adjournment of the biennial meeting of the ANA House of Delegates.

c. Challenge

Any challenge to the election shall be filed with the secretary of ANA not more than 30 days after adjournment of the biennial meeting of the ANA House of Delegates.

d. Removal of Elected Officials

Any official elected by the ANA House of Delegates may be removed by the ANA House of Delegates whenever such action is deemed to be in the best interest of the association, or for other just cause. Removal of an elected official requires a majority vote of the ANA House of Delegates.

ARTICLE V Board of Directors

Section 1. Definition

The Board of Directors is the corporate body composed of officers and directors elected by the ANA House of Delegates and other individuals as designated in these bylaws.

Section 2. Composition

The Board of Directors shall consist of ANA elected officers and directors, each of whom shall be an individual member of a CMA or the IMD.

- a. There shall be five officers: president, first vice president, second vice president, secretary, and treasurer.
- b. There shall be ten directors elected at-large; four of whom shall hold seats designated for staff nurses⁸.

⁸ A staff nurse is defined as one who is non-supervisory, non-managerial, and includes one or more of the following: (a) is employed by a health care institution or agency; (b) whose primary role is a provider of direct patient care; (c) who is collective bargaining eligible under applicable labor law.

- c. There shall be additional seats designated for the president of each AOM provided that such person is an RN and is elected in conformance with federal law.
- d. The Board of Directors shall provide a seat to the Constituent Assembly chairperson or designee. The chairperson may participate in meetings of the board without vote.
- e. The Board of Directors shall provide a liaison seat without vote to an RN representative of the organizational affiliates.

Section 3. Authority

The Board of Directors shall have the authority delegated to it by the ANA House of Delegates, including the duty and power of acting for the membership in the intervals between meetings of the ANA House of Delegates, and other duties and powers as defined in these bylaws.

Section 4. Accountability

The Board of Directors shall report and be accountable to the ANA House of Delegates.

Section 5. Responsibilities

The Board of Directors shall --

- a. exercise the corporate responsibility and fiduciary duties of the association consistent with applicable provisions of law.
- b. provide for implementation of association policies and positions approved by the ANA House of Delegates.
- c. establish policies and procedures for the transaction of business, coordination of association activities, and operation and maintenance of a national headquarters.
- d. establish financial policies and procedures, adopt the budget, submit all books annually to a certified public accountant for audit, and present an annual financial statement to the membership and the ANA House of Delegates.
- e. establish policies and procedures for approving publications and other printed materials prior to their distribution.
- f. establish policies and procedures for the collection, analysis, and dissemination of information.

- g. establish policies and procedures for nominations and elections.
- h. establish standing and special committees of the board as deemed necessary for the performance of its duties, and define the purpose and authority of such committees.
- i. make appointments and fill vacancies as delegated to the board in these bylaws.
- j. define qualifications for appointive office unless otherwise specified in these bylaws.
- k. appoint, define the authority and responsibilities of, and annually review the performance of the executive director as the chief executive officer.
- l. confer membership on those meeting qualifications established in these bylaws.
- m. consult with the Constituent Assembly on issues affecting CMAs and the IMD.
- n. collaborate with the Constituent Assembly in determining services to be offered by ANA to the CMAs and the IMD and enter into the appropriate contractual agreements with the CMAs and the IMD.
- o. comply with contractual agreements and statements of understanding between ANA and CMAs, the IMD and AOMs.
- p. establish policies and procedures for disciplinary action against CMAs or the IMD.
- q. develop guidelines for the creation and dissolution of multi-state nurses associations and United States of America nurses overseas associations.
- r. grant organizational affiliate status in accordance with these bylaws.
- s. establish fees for organizational affiliates.
- t. establish fees for conventions, specified activities, and services.
- u. control the use of the official ANA insignia and the procurement and sale of replicas thereof.
- v. ensure the maintenance of a national archive for the collection and preservation of documents and other materials that have contributed and continue to contribute to the historical and cultural development of nursing.
- w. provide for ANA liaison or representation at meetings of organizations and of public or governmental agencies.
- x. maintain relationships and collaboration with the National Student Nurses Association.

- y. constitute the membership of the American Nurses Foundation and function in that capacity as specified in the bylaws of the American Nurses Foundation.
- z. maintain official membership in the International Council of Nurses.
- aa. appoint members to the Board of Trustees of the American Nurses Association Political Action Committee (ANA-PAC) as specified in the bylaws of ANA-PAC.
- bb. appoint the president and Board of Directors of the American Nurses Credentialing Center (ANCC), a separately incorporated subsidiary of ANA, as specified in the bylaws of ANCC.
- cc. receive annual reports from the American Academy of Nursing.
- dd. provide for dissemination of the *Code of Ethics for Nurses*.
- ee. establish the mechanism to advocate for and protect the human rights and ethical concerns of the nursing profession.
- ff. subject to the ratification of the House of Delegates by the most expedient means, negotiate and execute, on such terms and conditions as the ANA board considers appropriate, mergers or consolidations with organizations representing registered nurses or other appropriate groups.
- gg. assume other duties as may be provided for elsewhere in these bylaws and by the ANA House of Delegates.

Section 6. Term of Office

- a. Officers shall be elected biennially to serve for two years or until their successors are elected.
- b. Five directors shall be elected at a biennial meeting of the ANA House of Delegates and five directors shall be elected in the next biennial meeting, each to serve four years or until their successors are elected.
- c. No officer or director shall serve more than two consecutive terms in the same office nor more than eight consecutive years on the Board of Directors. An officer or director who has served one half term or more shall be considered to have served a full term.

Section 7. Qualifications

- a. To be eligible to serve on the Board of Directors, a person shall --

- 1) hold current individual membership in a CMA or the IMD.
 - 2) not concurrently serve as an officer or director of another organization if such participation might result in a conflict of interest with ANA.
- b. To be eligible to be elected to serve on the ANA board in any of the four (4) seats designated for staff nurses, a registered nurse shall meet the definition of a staff nurse as defined by action of the ANA House of Delegates⁹.

Section 8. Vacancies

- a. In the event of a vacancy --
 - 1) in the office of president, the first vice president shall become president for the remainder of the term.
 - 2) in the office of first vice president, the second vice president shall become first vice president for the remainder of the term.
 - 3) in the office of another officer or of a director-at-large not holding a seat designated for a staff nurse, the Board of Directors shall fill the vacancy by appointment until the next meeting of the ANA House of Delegates, when such vacancy shall be filled by election.
- b. In the event that a person holding a seat designated for a staff nurse no longer meets the definition of a staff nurse, the board position held by that member shall be declared vacant, unless the occupant has less than one year remaining in his/her term of office. In the event of a declared vacancy, the position shall be filled by appointment of an eligible staff nurse¹⁰ until the next meeting of the ANA House of Delegates, when such vacancy shall be filled by election.

⁹ A staff nurse is defined as one who is non-supervisory, non-managerial, and includes one or more of the following: (a) is employed by a health care institution or agency; (b) whose primary role is a provider of direct patient care; (c) who is collective bargaining eligible under applicable labor law.

¹⁰ See definition of a staff nurse above.

Section 9. Duties of Officers

- a. The president of ANA shall serve as the official representative of the association and as its spokesperson on matters of association policy and positions; as the chairperson of the ANA House of Delegates, the Board of Directors, and the executive committee of the board; and as an *ex-officio* member of all committees except the Nominating Committee. As designated by the Board of Directors, the president may appoint standing committees of the Board of Directors and may fulfill other duties.
- b. The vice presidents in order of rank shall assume duties of the president in the president's absence or at the discretion of the president.
- c. The secretary shall be responsible for ensuring that records are maintained of meetings of the ANA House of Delegates, the Board of Directors, and the executive committee of the board, and shall notify CMAs and the IMD of meetings of the ANA House of Delegates.
- d. The treasurer shall be responsible for monitoring the fiscal affairs of the association and shall provide reports and interpretations of ANA's financial condition to the ANA House of Delegates, the Board of Directors, and the membership.
- e. Officers and directors shall fulfill the responsibilities of the Board of Directors as defined in these bylaws.

Section 10. Executive Committee

There shall be an executive committee of the Board of Directors composed of the officers, which shall have all powers of the Board of Directors, to transact business between board meetings in accordance with rules established by the board. Such transactions shall be reported at the next regular meeting of the Board of Directors.

Section 11. Executive Director

- a. The Board of Directors shall delegate to the executive director, as the chief executive officer, the authority to manage the association according to policies established by the ANA House of Delegates and the Board of Directors.
- b. The executive director shall be accountable to the Board of Directors.

- c. The executive director shall employ, direct, promote, and terminate staff of the association.
- d. The executive director may represent the association and serve as spokesperson on matters of established policy and positions.

Section 12. Meetings

- a. Meetings of the Board of Directors shall be held at least twice annually at a time and place determined by the Board of Directors. Special meetings may be called by the president and shall be called upon written request of at least ten of the combined CMAs and IMD or six members of the Board of Directors.
- b. Business requiring action by the Board of Directors may be conducted by mail or other media. Such action shall be subject to ratification at the next regular meeting of the Board of Directors.
- c. Absence from two consecutive regular meetings of the Board of Directors shall be cause for declaring a vacancy in the board position. Such vacancy shall be determined by a majority of the board.

Section 13. Quorum

A majority of the Board of Directors, including the president or a vice president, shall constitute a quorum at any meeting of the Board of Directors.

ARTICLE VI Standing Committees

Section 1. Definition

There shall be standing committees of the ANA House of Delegates as follows: Committee on Bylaws, Reference Committee, and Nominating Committee and Delegate Credentials Committee.

Section 2. Composition

- a. The Committee on Bylaws, the Reference Committee and the Delegate Credentials Committee shall be composed of at least five CMA/ANA members or IMD members appointed by the Board of Directors.
- b. The Nominating Committee shall be composed of seven individual members of CMAs or the IMD elected by the ANA House of Delegates. Four members of the Nominating Committee shall be elected at a biennial meeting of the ANA House of Delegates and three members shall be elected in the next biennial meeting. The nominees receiving the highest number of votes at each biennial election shall serve as members of the Nominating Committee. The remaining nominees shall serve as alternates. The nominee receiving the highest number of votes shall become chairperson-elect.

Section 3. Term of Office

- a. Members of the Committee on Bylaws and the Reference Committee shall serve two-year terms or until their successors are appointed. No member of a standing committee may serve more than two consecutive terms on any one standing committee.
- b. Members of the Nominating Committee shall serve four-year terms or until their successors are elected. Members shall not serve consecutive terms. A chairperson-elect shall serve two years and succeed to the office of chairperson for two years.
- c. Members of the Delegate Credentials Committee shall serve a two-year term or until their successors are appointed. There is no limit to the number of terms a member may serve.

Section 4. Accountability

Standing committees shall be accountable to the ANA House of Delegates and submit reports to the Board of Directors.

Section 5. Vacancies

- a. Absence from two consecutive meetings shall be cause for declaring a vacancy in the position. Such vacancy shall be determined by a majority of the Board of Directors.

- b. A vacancy on a standing committee, except the Nominating Committee, shall be filled by appointment by the Board of Directors.
- c. A vacancy on the Nominating Committee shall be filled by the alternate receiving the highest number of votes.

Section 6. Responsibilities

- a. The Committee on Bylaws shall --
 - 1) interpret these bylaws.
 - 2) receive and prepare proposed amendments to these bylaws or articles of incorporation, report them to the Board of Directors, and submit them to the ANA House of Delegates.
 - 3) review the articles of incorporation and bylaws of an association that applies to ANA for membership status in order to determine conformity with qualifications of CMAs and the IMD in these bylaws, and report its findings to the Board of Directors.
 - 4) determine a regular schedule to review bylaws of CMAs and the IMD and review their bylaws upon changes in qualifications or responsibilities of CMAs and the IMD in these bylaws, to determine continuing conformity with these bylaws, and report its findings to the Board of Directors.
- b. The Reference Committee --
 - 1) shall receive, review, and report on proposals submitted for the consideration of the ANA House of Delegates.
 - 2) shall provide for hearings on proposals at meetings of the ANA House of Delegates.
 - 3) may recommend action on proposals to be considered by the ANA House of Delegates.
 - 4) shall develop procedures for presentation of proposals to the ANA House of Delegates for adoption.
- c. The Nominating Committee shall --
 - 1) request names of candidates for elective offices.
 - 2) prepare a slate of at least two nominees for each elective office and publish such slate at least 60 days prior to the biennial meeting.
 - 3) present the slate of nominees to the ANA House of Delegates.

- 4) implement the policies and procedures for nominations and elections as established by the Board of Directors.
 - 5) assume other responsibilities for nominations as provided for in these bylaws.
- d. The Delegate Credentials Committee --
- 1) shall credential delegates to the ANA House of Delegates;
 - 2) shall verify the eligibility of all voters during elections.

ARTICLE VII

Congress on Nursing Practice and Economics

Section 1. Definition

The congress is an organized, deliberative body which brings together the diverse experiences and perspectives of ANA members. The congress focuses on establishing nursing's approach to emerging trends within the socioeconomic, political and practice spheres of the health care industry by identifying issues and recommending policy alternatives to the Board of Directors.

Section 2. Purpose

The purpose of the congress shall be to further the purposes of the ANA.

Section 3. Composition

The congress shall consist of at least fifteen members, a minimum of two-thirds of whom shall be elected by the ANA House of Delegates and the remainder shall be appointed by the ANA Board of Directors from the CMAs and the IMD, and the others shall be from organizational affiliates. CMA/ANA members and IMD members may be elected or appointed from nominees submitted by CMAs, the IMD, AOMs, the congress, committees and the organizational affiliates.

Section 4. Term of Office

Appointment and election of congress members shall be for a four-year term or until successors have been appointed or elected. Congress members are not eligible to serve consecutive terms. Members having served 24 months or more shall be considered to have served a full term.

Section 5. Accountability

The congress shall be accountable to the Board of Directors and report to the ANA House of Delegates.

Section 6. Responsibilities

The congress shall--

- a. develop policy alternatives essential to the mission of the association, including issues related to nursing practice and workforce issues, and recommend to the Board for action.
- b. maintain a plan of operation for carrying out its responsibilities.
- c. establish a communication mechanism to insure timely input from the CMAs, the IMD, AOMs and organizational affiliates on emerging practice and economic issues.
- d. establish a mechanism for identifying and accessing experts on particular practice and economic issues who can inform the congress.
- e. develop and adopt nursing practice standards and guidelines for board approval.
- f. develop and evaluate programs.
- g. address and respond to concerns related to equal opportunity and human rights, ethics, and to nursing education, research, and services.
- h. formulate revisions of the *Code of Ethics for Nurses* and recommend them to the ANA House of Delegates, and interpret the *Code of Ethics for Nurses*.
- i. analyze trend data related to professional nursing issues and recommend programmatic initiatives.
- j. provide for dissemination of information and maintain communication with CMAs, the IMD, AOMs, organizational affiliates, and others as approved by the Board of Directors.

- k. appoint, and seek advice and consultation from ad hoc work groups as needed and as authorized by the board.
- l. receive informational reports from the AOMs and organizational affiliates (OAs).
- m. identify and analyze the economic and financial impact of nurses' contributions and nursing standards of practice in the health care industry.
- n. assume other responsibilities as assigned by the ANA House of Delegates and the Board of Directors.

Section 7. Vacancies

- a. Absence from two consecutive meetings shall be cause for declaring a vacancy in the position. Such vacancy shall be determined by a majority of the Board of Directors.
- b. A vacancy in the congress shall be filled by appointment by the Board of Directors from nominees submitted by CMAs, the IMD, AOMs, the congress, and committees, or organizational affiliates.

ARTICLE VIII Constituent Assembly

Section 1. Definition

The Constituent Assembly is a representative body of CMAs and the IMD which promotes deliberation on professional and organizational issues and consults with and advises the Board of Directors and reports to the ANA House of Delegates on such matters.

Section 2. Composition

- a. The Constituent Assembly shall be composed of:
 - 1) two representatives from each CMA and the IMD who shall be the president and chief administrator or their designees. Each CMA president or the president's designee shall be a CMA/ANA member.

- b. The Constituent Assembly shall elect a chairperson from its members and shall elect other officers as determined by the assembly.

Section 3. Responsibilities

The Constituent Assembly shall --

- a. consult with the Board of Directors on issues affecting the CMAs and the IMD.
- b. recommend policies, positions, and programmatic budgetary priorities to the Board of Directors and report to the ANA House of Delegates regarding professional issues and/or organizational concerns.
- c. promote the implementation of ANA policies and positions by CMAs and the IMD.

Section 4. Voting

Each CMA and the IMD shall be allowed one vote to be cast by its president or the president's designee.

Section 5. Meetings

Meetings of the Constituent Assembly shall be held at least annually. Special meetings may be called by the Constituent Assembly Executive Committee and shall be called upon the written request of at least twenty of the combined CMAs and the IMD.

ARTICLE IX ANA News Periodical

The American Nurse shall be the official news periodical of this association unless replaced by another and shall be provided to each individual member of CMAs and the IMD.

ARTICLE X American Academy of Nursing

The American Academy of Nursing is an independently organized body composed of individual members of CMAs who have made significant contributions to the advancement of the profession of nursing.

ARTICLE XI Amendments

Section 1. Amendments with Notice

- a. These bylaws may be amended with prior notice at a biennial meeting of the ANA House of Delegates by a two-thirds vote of the credentialed delegates present and voting.
- b. These bylaws may be amended with prior notice at a special meeting of the ANA House of Delegates in accord with Article IV, Section 8d by a two-thirds vote of the credentialed delegates present and voting.
- c. The Committee on Bylaws shall receive proposed amendments at least 180 days prior to a biennial meeting of the ANA House of Delegates.
- d. Amendments proposed by the Committee on Bylaws for action by the ANA House of Delegates shall be submitted to the ANA secretary and shall be appended to the official notification of the meeting of the ANA House of Delegates.

Section 2. Amendments Without Notice

These bylaws may be amended without prior notice at any biennial or special meeting of the ANA House of Delegates in accord with Article IV, Section 8d by a 99 percent vote of the credentialed delegates present and voting.

ARTICLE XII Parliamentary Authority

Robert's Rules of Order Newly Revised governs this association in all parliamentary situations that are not provided for in the law or in the charter, bylaws, or adopted rules of ANA.

PROVISOS TO THE ANA BYLAWS

AS ADOPTED BY THE 1989 HOUSE OF DELEGATES

ARTICLE II, Membership, Section 2, Qualifications

This proviso is intended to provide for the evolving membership of the constituent members with regard to the second level practitioner of the future.

At such time as a state has enacted legislation or regulation for a future differentiated professional/associate nurse licensing system, and prior to implementation, and the constituent member chooses to include in its membership an individual who would be granted a license to practice as a second level practitioner, the ANA House of Delegates must determine membership rights, responsibilities, and privileges of the second level practitioner at its earliest scheduled meeting, regardless of the bylaws cycle.

AS ADOPTED BY THE 2003 HOUSE OF DELEGATES

ARTICLE II, Membership and Affiliations, Section 1, Constituent Member Associations

Membership in the UAN by CMAs engaged in collective bargaining is required for the period during which the United American Nurses is an associate organizational member (AOM) of the ANA. CMAs or their collective bargaining programs have until July 1, 2005 to join the UAN.

ARTICLE II, Membership and Affiliations, Section 4, Individual Members

The ANA-state individual membership project

contracts shall include provisions for evaluation including, but not limited to the following core evaluation criteria:

1. effect on ANA membership and finances;
2. effect on CMA membership and finances.
3. effect on ANA delegate apportionment.

Additionally, an annual update on the individual membership projects will be provided to the Constituent Assembly with a report to the House of Delegates on the core evaluation criteria after three years.

ARTICLE II, Membership and Affiliations, Section 4, Individual Members

The individual members who are UAN members shall retain member status for the period during which the United American Nurses is ANA's associate organizational member (AOM) for collective bargaining.

ARTICLE IV, House of Delegates, Section 8, Meetings

The biennial meetings shall commence with the close of the 2006 House of Delegates. Thereafter, the HOD will be held in even-numbered years.

AS ADOPTED BY THE 2005 HOUSE OF DELEGATES

ARTICLE IV, House of Delegates, Section 2, Composition.

For the 2006 House of Delegates, the Board of Directors shall establish a policy to base the Individual Member Division seats from the 60 seats designated for representatives of the Individual Member Division, Association Organizational Members and Organizational Affiliates.

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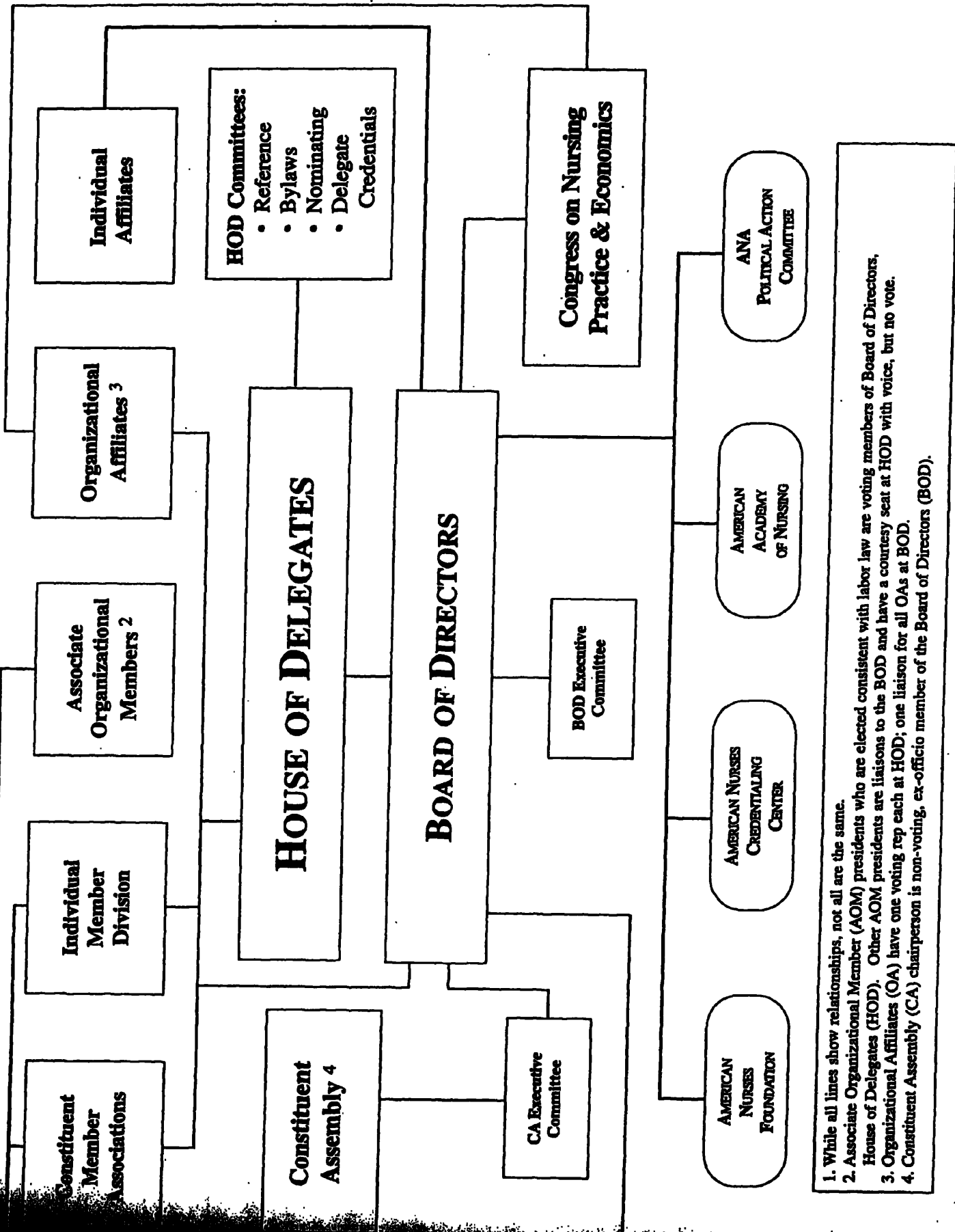
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A MEMBERS¹ AND AFFILIATES²



1. While all lines show relationships, not all are the same.
 2. Associate Organizational Member (AOM) presidents who are elected consistent with labor law are voting members of Board of Directors, House of Delegates (HOD). Other AOM presidents are liaisons to the BOD and have a courtesy seat at HOD with voice, but no vote.
 3. Organizational Affiliates (OA) have one voting rep each at HOD; one liaison for all OAs at BOD.
 4. Constituent Assembly (CA) chairperson is non-voting, ex-officio member of the Board of Directors (BOD).

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FAX TRANSMITTAL FORM

TO: Amy Rothstein and Cheryl Helmsley

FROM: Laurence Gold

ACCOUNT NAME: United American Nurses (8044)

FAX NUMBER: 202-219-3923

NUMBER OF PAGES: 4 **Date:** 07/12/2007
 (Including this page)

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FREQUENTLY ASKED QUESTIONS

Regarding
the

**Agreement on Autonomy and Affiliation between the UAN and the ANA
January 6, 2003**

1. *Why is the UAN Executive Council calling a special NLA to ratify this Agreement?* The UAN Executive Council believes that the significance of this change in structure merits the rapid engagement of the highest governing body of the UAN - the delegates to the NLA. The Agreement for Autonomy and Affiliation with the ANA has been a long time in coming and is a very positive step in the evolution of the UAN as a strong national union. Further, we believe the delegates have the right to this information in a timely manner and their early statement of support will be critical to a smooth transition for the UAN. Additionally, we look at this in much the same way as other agreements reached by our leadership: we would not hold up a tentative agreement from the deciding body - the membership - for six months. Therefore, we believe, although not entirely convenient, this is an important meeting to have in order to decide and define the future for the UAN.

2. *What happens if all of our delegates cannot attend?* We hope that all delegates or alternates will make every effort to attend - as soon as we knew we had an agreement, we gave notice last December. If it is impossible for all delegates from your state to attend, we will proceed, assuming there is a quorum to do so. However, all parties will get all the documents.

3. *I heard there was some expense reimbursement for this special NLA. Can you tell me what that is?* The UAN Executive Council approved an expense reimbursement of up to \$350 for each delegate. Expenses will have to be receipted in accordance with the usual system.

4. *Can the entire agreement be discussed in one day?* We plan to allow approximately 2 hours (from 10:30 a.m. to 12:30 p.m.) for an overview of the pertinent information; then have 5 and ½ hours left for discussion, questions, the vote (and lunch)(from 12:30 to 6:00 p.m.). We are confident that this should satisfy our need to ensure a complete understanding of the agreement. Some people have indicated an interest in concluding earlier and that is certainly possible if so decided by the NLA.

5. *What exactly will we be voting on? If passed what happens next? What happens if we do not vote for this agreement?* The UAN Executive Council will put forward a resolution to approve the various documents which are included in this mailing. The primary document is the Agreement on Autonomy and Affiliation; however, all documents will be voted on as a single package. If approved, this triggers action by the ANA House of Delegates (HOD) to make the necessary changes in the ANA Bylaws and policies to implement the terms of the agreement. Those proposed Bylaw/policy changes will go through the normal process that ANA uses. If the resolution fails at the NLA and the Agreement on Autonomy and Affiliation is not approved, the Agreement automatically terminates and will be of no further force or effect whatsoever.

6. What is the required vote for adoption of the Agreement? A simple majority vote (50% + 1) of valid votes cast (not counting abstentions) is required for adoption.

7. What is the effective date of this agreement? Does it terminate? The anticipated effective date is not later than July 1st, 2003. Obviously this allows time for final approval of the necessary Bylaw/policy changes by the ANA House of Delegates this June. The agreement runs for 5 years from the effective date and then indefinitely thereafter unless either party give six months notice to terminate the Agreement after the effective date.

8. What is the new financial set up in this Agreement? What is a bifurcated dues system? First it is important to note that upon the effective date, the UAN will have complete control over and responsibility for its finances. The bifurcated dues system merely describes a system by which each CMA sends one check to the ANA for its portion of the collective bargaining members' dues and another check to the UAN for its portion. All dues from non collective bargaining members go to the ANA as today. (Reference paragraph 5 in the Agreement)

Operationally, there are three major financial arrangements in the Agreement: (I) Income to the UAN; (II) Working Capital Account for the UAN; and (III) an Administrative fee to the ANA.

(I) PRIMARY INCOME: The revenue will be a percentage of dues from CMA collective bargaining members only; this percentage will increase on a graduated scale over the first 5-year period from 54% of the dues paid by collective bargaining members up to 60% of the dues. In 2008, 60% of the dues from UAN/CMA collective bargaining members will come to the UAN, with the remaining 40% going to the ANA. Dues from each new collective bargaining member will be similarly allocated between the UAN and the ANA. In addition the agreement provides that all fees from agency fee payers (which now go to the ANA) will go to the UAN. (Reference paragraph 6 & 7 in the Agreement)

(II) WORKING CAPITAL ACCOUNT: Because the collective bargaining members have over the years contributed to the current reserve account for the ANA and because it is necessary to have start up resources, we negotiated a one time allocation of working capital (or reserve account) in the amount of \$740,000. (reference paragraph 8 in the Agreement)

(III) ADMINISTRATIVE FEE: For certain operational and overhead services rendered from the ANA, the UAN has agreed to pay (out of our income) \$900,000 annually for the first 5 years to the ANA (discounted from \$1,200,000); the Administrative fee increases between 2008 and 2009 to \$1,275,000; thereafter, it is subject to negotiations. (Reference paragraph 9 in the Agreement)

9.) How will the UAN be autonomous? What will be different from today? UAN will be an independent self-governing national labor union, not subject to control by ANA. UAN will collect its own dues, have its own financial accounts and control its own finances. Resources will be carried in the UAN account from year to year. Governance will be independent. The UAN will have its own constitution and bylaws; the UAN will employ its own staff; set its own policies and priorities, determine its own public relations, along with other necessary decisions to integrate fully into the labor movement, become a major organizing and collective bargaining force and support the nurse leaders and state members across the country.

10.) How will the UAN relate to the ANA? It is expected that the UAN will continue to have a very close working relationship with the ANA on all matters of joint interest in the nursing community. A joint Leadership Committee has been established for regular communication and exchange of ideas. In addition, structurally, and through a bylaw change, the UAN will become the exclusive national labor organization responsible for collective bargaining to be affiliated to the ANA in a membership status. This new status is called an Associate Organizational Member (AOM). (Reference paragraph 1 and 13 in the Agreement.) Also, the UAN has agreed to a non compete agreement regarding member benefits provided by the ANA (paragraph 21) and the UAN Executive Council will adopt resolutions which support new membership initiatives and cost saving proposals by the ANA (paragraph 22).

11.) Will the UAN enjoy the same programmatic and policy services it receives today as a structural unit of the ANA? We have reached an agreement specifically on health and safety and legal support. Other programmatic and informational support has also been agreed to in general.

12.) Will the UAN keep its name? The UAN will have exclusive ownership rights to its name and logo. (Reference paragraph 18 of the Agreement)

13.) Does the Agreement provide for continued co-location with the ANA when it moves into new headquarters? Yes, for a period of 5 years beginning 2004.

14.) How does this Agreement help us represent current members and organize new ones? By establishing the UAN as an independent union governed exclusively by collective bargaining Registered Nurses, affiliated with the AFL CIO and the ANA, we have established the most formidable union for nurses in the United States. This is not an alliance of organizations; this is not a network of collective bargaining nurses wanting to work together; this is truly a national union with its own structure, resources and direction. Further, we have provided for the necessary structural relationship to allow the UAN to organize nurses when this is not possible by an existing CMA; and, we have ensured the maximum ability to bring in independent unions - which promotes solidarity in the profession.

15.) How has the UAN agreed to help support the ANA? Of course every new member that each UAN CMA organizes is a new member for the ANA as well. But the UAN also agreed, in a strong measure of good faith, that should any current CMA member of the ANA wish to disaffiliate from the ANA but remain a member of the UAN, the UAN would remit an amount equivalent to standard ANA dues to the ANA. (Reference paragraph 16 in the Agreement)

16.) We know the WPA was also in negotiations with the ANA. What are the details of their agreement? We have not seen the details of the WPA agreement. However we understand that the WPA will become an AOM at some point and, that there will be a bifurcated dues structure as well. The ANA Board has approved the finances and major concepts of the WPA agreement although some language issues are being finalized. Questions about the WPA agreement are probably best answered by the ANA and the WPA leadership.