

**AFFILIATION AGREEMENT  
OF THE  
MICHIGAN NURSES ASSOCIATION  
AND  
THE NATIONAL NURSES UNITED**

This Affiliation Agreement (this “Agreement”) is entered into between the Michigan Nurses Association (“MNA”) and the National Nurses United (“NNU”) to be effective immediately upon the date of its execution on November 1, 2020.

## **PREAMBLE**

The Michigan Nurses Association and National Nurses United recognize that the strength of the labor movement is found in solidarity, cooperation and unity. NNU and MNA, a former affiliate, both recognize and recommit to the need to build a movement to defend and advance the interests of direct care nurses and patients everywhere, to unite and organize all direct care Registered Nurses, and to advocate for direct care nurses, healthcare professionals, and patients on all public policy matters related to safe care and nursing practice, including safe nurse to patient ratios and patient advocacy rights.

The parties further recognize that at no time in recent history has the need for unity been greater than in the midst of the ongoing COVID-19 pandemic, which as of the date of the signing of this agreement, has caused the deaths of over 200,000 Americans and the deaths of hundreds of nurses and healthcare professionals across the country. With widespread shortages of necessary personal protective equipment, and unprecedented unsafe working conditions, both organizations recognize that now, more so than ever, is the time for nurses and healthcare professionals to combine our collective strength.

1. **AFFILIATION:** MNA shall be an affiliate of the NNU, and by virtue of affiliation with NNU, a member of the AFL-CIO, with all rights, obligations and privileges thereof.
2. **MUTUAL EFFORTS TO COMBAT COVID-19:** Upon execution of this agreement it will be a top priority of both organizations to coordinate, share, and collaborate during the remainder of the COVID-19 pandemic in order to safe guard the health and well-being of their members. This collaboration will include, without limitation, sharing research and data on safety regulations, best practices, the means of transmission of COVID-19, infection control techniques, infection rates among nurses and healthcare professionals, effective contact tracing among healthcare professionals, and information on effectiveness of personal protective equipment. The parties shall share and coordinate in the evaluation and research of any approved COVID-19 vaccine in order to ensure and evaluate the safety and efficacy of the vaccine for its members. The parties will also coordinate any efforts, as necessary, to address shortages of personal protective equipment in worksites to protect the safety and well-being of members. The parties will share, and when appropriate, coordinate legal and government affairs strategies to provide stronger protections to members.
3. **HEALTH AND SAFETY COLLABORATION:** MNA and NNU shall coordinate and collaborate, as necessary, on health and safety efforts to address any issues impacting the safety and well-being of members. NNU and MNA will routinely share information on safety programs including, but not limited to, safe staffing, workplace injuries, and workplace assaults. The parties will routinely attempt to collaborate on any future safety initiatives or research that will advance the profession of nursing.

4. **SHARED ORGANIZING RESOURCES** – In the event of a large or unexpected organizing need or campaign NNU and MNA shall make best efforts to share organizing strategies, campaign materials, research, and as necessary and able, organizing staff and resources.

5. **CONTINUED AUTONOMY OF THE MICHIGAN NURSES ASSOCIATION**

During this affiliation the Michigan Nurses Association will continue to retain full unilateral autonomy, determination, and control of all of its governance, operations, and activity, including but not limited to the following:

A. **Collective Bargaining:** MNA shall continue to have complete autonomy in matters concerning the negotiation and administration of its collective bargaining agreements covering its present and future members. This Affiliation Agreement shall not affect any collective bargaining agreement in existence between the MNA and its employer-signatories. The Affiliation Agreement shall also not affect or require amendment of any certifications of election for any present or future bargaining units in MNA.

B. **Finances:** The MNA shall continue to have complete financial autonomy. This autonomy includes, but is not limited to, the establishment and collection of its own dues and fees (including, but not limited to, initiation or transfer fees), the right to maintain its own assets, financial records, and bank accounts, the right to spend or utilize its own assets and bank accounts, and complete independence in the selection and retention of employee and outside advisors, including attorneys, accountants, and other professional advisors.

- C. **Internal Affairs and Governance:** MNA shall continue to have complete autonomy to structure and administer its own internal affairs, including, but not limited to, the right to control and determine its own Constitutional Bylaws, procedures, policies, or any other governing documents. MNA shall also have complete autonomy to define its own membership criteria and elect or appoint its own officers. MNA shall also enjoy complete autonomy to employ, terminate, and determine all working conditions for its staff and to determine the location of its offices. MNA shall also have complete autonomy to determine its name, logo, branding, and publicity but, MNA is encouraged to identify itself as an NNU affiliate in such name, logo, branding and publicity.
- D. **Organizing:** MNA shall continue to have complete autonomy within the state of Michigan to determine and control its external organizing operations, including, but not limited to, what worksites and classifications and professions of workers it chooses to organize.
- E. **Benefit Plans:** MNA shall continue to have complete autonomy to maintain or provide welfare benefit or pension plans or other plans or programs providing benefits to its membership.
6. **JURISDICTION:** Recognizing that NNU affiliates do not currently represent any bargaining units in Michigan, NNU, including affiliates thereof, agree that they will not engage in external organizing of nurses or healthcare professionals in the state of Michigan unless granted express written permission by MNA. Where both parties agree, NNU and MNA will endeavor to coordinate efforts to effectively organize and represent Michigan RNs in strategic national hospital systems in which NNU has a membership base and/or



organizing agreements. NNU and its affiliates agree to refer any potential leads for organizing in Michigan for nurses or healthcare professionals to MNA. NNU agrees it will not hire or solicit NNU staff for the State of Michigan to engage in such organizing unless agreed to in writing by MNA. NNU agrees it will not impede, restrain or interfere with MNA's organizing within the state of Michigan, subject to the requirements of the NNU and AFL-CIO constitutions.

7. **NNU CONSTITUTION AND POLICIES:** MNA shall be provided copies of the NNU Constitution and all policies and procedures prior to the execution of this agreement and thereafter as required and amended. The parties agree that at the time of execution this Affiliation Agreement complies with the NNU Constitution, and is subject to to the terms of that Constitution. The parties agree that MNA shall have all rights and obligations of a member affiliate as provided under the NNU constitution, and MNA agrees to comply with the express terms of the Constitution, including but not limited to the financial obligations required of NNU affiliates to pay regular per capita dues. Should the NNU Constitution be amended during the life of this agreement, this agreement shall be subject to the NNU Constitution as amended.
8. **DURATION:** Should either party wish to end this affiliation they shall provide fourteen (14) days' written notice to the other party.

**For the Michigan Nurses Association**

Jamie Brown, RN

Jamie Brown, RN, President

11/1/2020

Date

**For the National Nurses United**

Deborah Burger

Deborah Burger, RN, President

11/01/2020

Date

Zenei T. Cortez

Zenei Cortez, RN, President

11/01/2020

Date

Jean H. Ross

Jean Ross, RN, President

11/01/2020

Date

Bonnie Castillo

Bonnie Castillo, RN, Executive Director

11/01/2020

Date