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ANA Statement of Understanding; Series I; File 12

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#12

A.N.A. STATEMENT OF UNDERSTANDING

Constituent Forum
June 10, 1988
Agenda Item #11

CRITERIA FOR THE DEVELOPMENT AND IMPLEMENTATION OF ANA/SNA SPONSORED PROGRAMS

CRITERIA FOR PROGRAMS

The American Nurses' Association and the state nurses associations agree that the following criteria shall exist when determining the sponsorship of nondues revenue programs. In developing these criteria, two categories of programs were identified. The criteria does not include such ANA nondues revenue programs as certification, accreditation of continuing education, label sales and grants and contracts.

ANA Sponsored Programs

These nondues revenue programs are sponsored by ANA. ANA will receive all revenue and be responsible for all expenses.

If ANA desires to sponsor a nondues revenue program, all of the following conditions must be satisfied before it is directly marketed to SNA members:

1. Proposals from vendors shall indicate the necessity for a national market in relationship to the following areas:
 - a. Cost-effectiveness.
 - b. Marketing management.
 - c. Limited project availability.
2. The program shall not conflict or compete with any program currently sponsored by the SNA or which the SNA plans to sponsor unless the SNA permits ANA to directly market the program to the SNA members.
3. ANA shall insure that the program is revenue independent and no direct or indirect use of dues assessment funds shall be required.
4. ANA shall secure written verification from each SNA that the SNA has no interest in the selected program and authorizes ANA to directly market the program to the SNA members.
5. The SNA shall retain the right to withdraw authorization to market the program to its members provided that ANA may continue to service current participants.
6. The SNA may authorize ANA to directly market a program to the SNA members without endorsing or promoting the product.
7. The SNA may choose not to endorse or promote a program or allow ANA to directly market a program to the SNA members.

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ANA and SNA Sponsored Programs

These are nondues revenue programs sponsored jointly by ANA and the SNA with revenue and expense sharing based on an agreement completed prior to initiation of the program.

The following conditions shall guide the development of SNA and ANA sponsored programs.

1. The SNA does not have the resources or interest to investigate, develop and administer the nondues revenue program.
2. The SNA is willing to allow ANA to directly market the program to the SNA members.
3. The ANA and SNA are willing to share revenue and expenses through an SNA/ANA sponsored program.
4. ANA is willing to investigate, develop and administer specific joint sponsored nondues revenue programs with the SNA.

PROGRAM IMPLEMENTATION

ANA will develop nondues revenue programs which will be made available to all SNAs.

1. Annually, ANA will send a survey to all SNAs to determine interest in various sponsored programs. The survey will include a list of programs with a specific response from each SNA on each program as follows:
(Circle those applicable)
 - A. Will endorse
 - B. Will promote
 - C. Will not endorse or promote, but will permit ANA to directly market to SNA members
 - D. Will not endorse, promote or permit to be directly marketed to SNA members

This survey will require a specific time for response. The survey will include a brief overview for each program. It will describe the program, provide implementation data, potential revenue and expenses, specific vendors being considered, and information on each party's obligation.

2. ANA will report the results of the survey by category of response. ANA will use the results of the survey to determine the feasibility of recommending specific group programs to be implemented in the next budget year. This report will be presented to the Committee on Finance. The report will include evidence of SNA interest, revenue and expense potential, marketing potential, competition, vendors willing to offer the program, and other relevant information.
3. A specific recommendation will be made to the ANA Committee on Finance about which programs to sponsor during the coming budget year.
4. When the budget is adopted, SNAs will be notified which sponsored programs will be implemented.
5. Before pursuing a specific program, ANA will outline the program in detail and send the information to all SNAs requesting that they review the program, including a marketing plan, implementation data, projected income and expenses for ANA and the SNA, specific vendor offering the program and an overview of each party's obligation.
6. The ANA will negotiate the agreement with SNA based on its willingness and ability to support, market, and generate nondues revenue through a program sponsored by ANA and the SNA.
7. The SNA executive director or designated person will sign and return the agreement. The agreement will include the expected income and expenses of the program for ANA and the SNA.
8. ANA will monitor the sponsored programs and issue periodic reports to the Board of Directors and the SNAs.
9. If, during the budget year, ANA learns of a new program that would be timely to implement during that budget year, SNAs will be surveyed as provided above. If there is sufficient interest in the program, ANA will follow the process for preparing a recommendation to the Board of Directors. The final recommendation will be provided to the Board of Directors at a regularly scheduled meeting.

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2120 Parkway Plaza, Kansas City, Missouri 64108

(816) 471-1720

To: ANA Board of Directors
ANA Constituent Forum

From: ANA Business Arrangements Task Force

Date: June 6, 1988

Re: Recommended Revisions to the Statement of Understanding
Between the American Nurses' Association and Constituent
Member State Nurses' Associations.

The ANA Business Arrangements Task Force met May 25, 1988 to review and revise the Statement of Understanding Between the American Nurses' Association and Constituent Member State Nurses' Associations.

Attached are the revisions recommended by the ANA/ANA Business Arrangements Task Force to the Statement of Understanding. The attached document shows the original language in the left hand column and the recommended revisions in the right hand column. For SNAs submitted input. The task force's revisions incorporated all of the editorial changes received from the SNAs, as well as some of the more substantive changes recommended by the SNAs.

The "Mutual Recognition" section of this document (pages 3-15) has been deleted. In reviewing the document, the task force believes this section can be eliminated because its language is duplicative of that found in the ANA Bylaws, which clearly lay out authority outlined in this document, and the bylaws remain as not subject to revision through this document.

Please note that a conflict resolution section has been added to this document. The task force recommends that the section titled "Joint Development of Joint Learning Programs" be replaced with a new section, "Criteria for the Development and Implementation of ANA/SNA Sponsored Programs."

The following actions will be used to finalize the document:

- 1. The ANA Board of Directors and ANA Board of Directors will review and approve the recommendations of the task force and the SNAs' input.

2. The ANA Board of Directors will approve the final document.

December 1988 -- Constituent Forum and ANA Board of Directors meet and take action to adopt the revised document.

SNAs will be notified concerning the deadline for receiving final input to this document. The task force encourages SNAs to discuss this document with their respective boards of directors. The task force thanks the SNAs for their input and looks forward to their continued support in the finalization of this document.

Respectfully,
[Signature]

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A.N.A. STATEMENT OF UNDERSTANDING

STATEMENT OF UNDERSTANDING
BETWEEN THE AMERICAN NURSES' ASSOCIATION AND
CONSTITUENT MEMBER STATE NURSES' ASSOCIATIONS

STATEMENT OF UNDERSTANDING BETWEEN THE AMERICAN NURSES' ASSOCIATION AND
CONSTITUENT STATE NURSES' ASSOCIATIONS

CURRENT

RECOMMENDED REVISION

PREAMBLE:

Whereas, the American Nurses' Association (ANA) and the constituent member state nurses' associations (SNAs) desire to further their common purposes of working for the improvement of health standards, the availability of health care services for all people, fostering high standards of nursing, stimulating and promoting the professional development of nurses, and advancing the economic and general welfare of nurses,

Whereas, the American Nurses' Association (ANA) and the constituent member state nurses' associations (SNAs) desire to further their common purposes:

- 1) working for the improvement of health standards, and availability of health care services for all people,
- 2) fostering high standards of nursing,
- 3) stimulating and promoting the professional development of nurses, and
- 4) advancing the economic and general welfare of nurses.

And, whereas, the organizational strength of ANA and the SNAs is interdependent,

Whereas, the organizational strength of ANA and the SNAs is interdependent,

And, whereas, the functioning of ANA and SNAs will be enhanced to the extent that business relationships and respective rights and responsibilities are clear, complementary and not competitive, agreed upon, and adhered to, and permit room for change, growth, and accommodation of special circumstances,

Whereas, the functioning of ANA and SNAs is enhanced to the extent that business relationships and respective rights and responsibilities are: 1) clear and complementary, 2) agreed upon and adhered to and, 3) permit room for change, growth, and accommodation of special circumstances,

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And, whereas, any explications of the business arrangements and respective rights and responsibilities must reinforce and not supplant, circumvent, supercede, or subvert the ANA Bylaws, which is the basic contractual agreement between the ANA and its constituent members,

And, whereas, the ANA and the SNAs desire to set forth their respective understanding of their business arrangements and rights and responsibilities in furthering the purposes of ANA.

Now, therefore, ANA and the SNAs subscribe to the following:

Membership. ANA is composed of constituent member state nurses' associations and the SNA is composed of individual member registered nurses. The SNAs have the primary responsibility to promote membership in the SNA and to take all appropriate action to sustain and increase membership; and ANA has the responsibility to support the SNAs in such efforts.

Whereas, the business arrangements and respective rights and responsibilities must reinforce and not supplant, or circumvent, or supercede, or subvert the ANA Bylaws, as the basic contractual agreement between the ANA and its constituent members.

Therefore, ANA and the SNAs set forth their respective business arrangements and rights and responsibilities:

CURRENT

RECOMMENDED REVISION

Climate and Resources. ANA and the SNAs acknowledge that the organizational climate and availability of resources influences the business arrangements and the need to allocate resources to the national organization or state organization at any given point in time.

Functions. The SNAs have joined together to establish a national professional association for registered nurses and the profession of nursing, the American Nurses' Association, in order to carry out common purposes which are national in scope. The ANA Bylaws and the Strategic Plan adopted by the ANA House of Delegates identify the functions in which ANA shall engage. These functions are supported by the dues assessments paid to ANA by the SNAs.

- A. Establishing Standards of Nursing Practice, Nursing Education, and Nursing Services.

ANA will establish standards of nursing practice, nursing education, and nursing services and work with SNAs to implement such standards.

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ANA will work with other sectors of organized nursing, the public, the federal government, and health and education-related organizations to ensure implementation of the association's standards for nursing practice, nursing education, and nursing services.

ANA will work toward recognition of ANA standards for organized nursing services in accreditation mechanisms in both institutional and community settings.

3. Establishing a Code of Ethical Conduct for Nurses.

ANA will establish the Code for Nurses and publish the code with interpretive statements. SNAs will require their members to abide by the ANA Code for Nurses.

CURRENT

RECOMMENDED REVISION

C. Ensuring a System of Credentialing in Nursing.

ANA will provide: 1) clearinghouse, advisory and consultative services regarding the legal regulation of nursing practice; 2) appropriate certification in both general and specialty practice; 3) recognition of certified nurses in advance practice; and 4) accreditation for continuing education in nursing.

D. Initiating and Influencing Legislation, Governmental Programs, National Health Policy and International Health Policy.

ANA will represent the profession in federal legislative and regulatory activities following the establishment of national legislative objectives. ANA will prepare and coordinate the presentation of all testimony before Congress.

SNAs will not knowingly give conflicting testimony nor make personal contacts with members of Congress or their staffs for the purpose of presenting conflicting opinions unless the SNA first reviews the areas of known conflict with ANA.

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ANA will provide a political education program for SNA members and work through the SNAs to provide a mechanism for implementation of ANA's legislative objectives.

The SNA will represent its members in state legislative and regulatory activities. Upon the request of an SNA and when feasible, ANA will provide assistance such as a review of state legislation, preparation or delivery of testimony, or the provision of information on similar legislation in other states.

E Supporting Systematic Study, Evaluation, and Research in Nursing.

ANA will develop national priorities for research in nursing, influence federal and private sector funding for nursing research, and identify sources of funding available to nurses for research.

CURRENT

RECOMMENDED REVISION

ANA will be responsible for nursing systems research which has a national impact on nursing policy. When feasible, ANA will provide consultation on and evaluation of research conducted by the SNAs. ANA and SNAs will furnish each other information on research/studies they are conducting or have completed.

F Serving as Central Agency for the Collection, Analysis and Dissemination of Information Relevant to Nursing.

ANA will serve as a central repository for aggregate national data and information relevant to nursing through its central files, surveys and other data gathering mechanisms. SNAs will serve as central repositories for relevant data and information collected within their jurisdictions. ANA and SNAs will share relevant information and aggregate data.

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6 Promoting and Protecting the Economic and General Welfare of Nurses.

ANA will engage in litigation, as appropriate, in federal courts and agencies to protect the economic worth of the profession. ANA will monitor the national environment to gauge the changing economic needs of nurses and to develop association policies and programs responsive to those needs.

ANA will monitor federal legislative and regulatory initiatives affecting the interests of nurses and respond according to ANA policy. ANA will identify, compile, and disseminate aggregate data relevant to compensation systems and the economics of nursing practice, and will develop and maintain a clearinghouse for the gathering and dissemination of information to SNAs on matters related to the economic and general welfare of nurses.

CURRENT

RECOMMENDED REVISION

SNAs will engage in litigation before state and federal agencies, as appropriate, to protect the economic worth of the profession. SNAs will monitor the state environment to gauge the changing economic needs of nurses and develop association policies and programs responsive to those needs.

SNAs will monitor state legislative and regulatory initiatives affecting nurses and respond according to association policy. SNAs will provide information to ANA about issues, trends, legislation, litigation, and regulatory initiatives within their states which affect the economic and general welfare of nurses. SNAs will permit ANA to report this information in ANA clearinghouse documents.

Neither ANA nor the SNAs will knowingly take positions that contradict or oppose the positions of the other without prior consultation.

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RECOMMENDED REVISION

H. Ensuring a Collective Bargaining Program for Nurses.

Since ANA is the holder of national consultation rights with the Veteran's Administration, ANA will work with the SNAs, as appropriate, to protect the collective bargaining rights and benefits of nurses in the Veteran's Administration.

SNAs will provide collective bargaining services to registered nurses and others or refrain therefrom. ANA will provide continuing education offerings, publications, audiovisual products, and consultation to SNAs.

ANA will engage in litigation to: 1) protect the rights of members of the profession to engage in collective bargaining; 2) protect the status of SNAs as labor organizations; and 3) monitor and respond to legislative and regulatory initiatives that influence the abilities of SNAs to act as labor organizations.

ANA and the SNAs will consult with each other in those instances in which a position might be taken that would jeopardize the status of the other as a labor organization.

CURRENT

RECOMMENDED REVISION

I. Providing Leadership in National and International Nursing.

ANA will maintain liaisons with national nursing and health related organizations in order to achieve an adaptable consensus of values on national health policies relevant to nursing. ANA will maintain membership in the International Council of Nurses with its attendant rights and obligations.

J. Providing for the Professional Development of Nurses.

ANA will provide continuing education offerings in accord with the ANA master plan for continuing education. SNAs will determine the scope and nature of continuing education programming to be conducted by the SNAs.

ANA and the SNAs will coordinate continuing education efforts in order to assure quality and comprehensiveness and to prevent unnecessary duplication.

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RECOMMENDED REVISION

K. Conducting an Affirmative Action Program.

ANA and the SNAs will facilitate and enhance minority participation in leadership roles within ANA and the SNAs. ANA and the SNAs will systematically collect and share data on minority participation in the profession, in ANA and in the SNAs.

L. Maintaining Communications with Constituent SNAs.

ANA will communicate with SNAs in a timely manner on matters of mutual concern and importance. ANA will establish and maintain a clearinghouse system monitoring and advising SNAs on issues of concern to the profession and association at the national level. ANA will also monitor and report on matters affecting business interests of SNAs. SNAs will monitor issues of concern to the profession and association at the state level and provide such information to ANA and other SNAs in a timely manner. SNAs will provide ANA with one copy of the state's statutes, rules and regulations related to nursing practice, policies and positions adopted by the SNAs' voting body and other documents of interest to ANA and other SNAs for use by ANA in its clearinghouse activities.

CURRENT

RECOMMENDED REVISION

ANA will publish and disseminate an annual report and a summary of the proceedings of the annual house of delegates. ANA will publish The American Nurse on a regular basis in order to provide readers with information about the major activities of ANA.

ANA will represent nursing with the national news media and inform the SNA of such activities in advance, whenever possible, in order to promote accuracy, avoid confusion and enhance SNA support for the activities.

SNAs will participate in the annual ANA survey of SNAs. SNAs will have input into the development of the survey instrument.

M. Assuming an Active Role as Consumer Advocate.

ANA will serve as consumer advocate through:
1) response to federal legislative and regulatory initiatives; 2) liaisons with consumer groups;
3) interaction with other health care organizations;
4) maintenance of a public affairs program; 5) health policy research; and
6) other projects related to the delivery of nursing services and provision of health care.

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SNAs will serve as consumer advocate through such activities as deemed appropriate. Both ANA and the SNAs will share information about activities as consumer advocate through routine communications.

In carrying out the preceding functions, ANA will provide certain services to SNAs without charge to the SNA. These services will include, at least, the following:

- o A Central Billing and Dues Collection System which the SNA may choose to use.
- o One meeting of two representatives of the Constituent Forum and two meetings of the Constituent Forum Executive Committee.
- o Field services, as defined by ANA policy, to support SNAs in collective bargaining activities.
- o Litigation determined to be in the national interest of nursing.
- o Communications regarding labor relations.
- o One copy of The American Nurse mailed to each SNA and each SNA member.

ANA will provide at least the following services to SNAs without charge to the SNA:

- o A Central Billing and Dues Collection System which the SNA may choose to use.
- o One meeting of two representatives of the Constituent Forum and two meetings of the Constituent Forum Executive Committee.
- o Annual workshop for SNA executive directors.
- o Field services, as defined by ANA policy, to support SNAs in collective bargaining activities.
- o Litigation determined to be in the national interest of nursing.
- o Communications regarding labor relations.
- o One copy of The American Nurse mailed to each SNA and each SNA member.

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- o One or more copies of various ANA publications including, but not limited to, Capitol Update; The Political Nurse; Nursing Practice Update; agenda and summary of action of the ANA Board of Directors; media releases; ANA publications; National Nurses Day materials; reports from ANA committees, cabinets, and councils; annual report of ANA; summary of proceedings of annual house of delegates; summary of annual survey of SNAs; testimony; and reports of activities of other organizations, as appropriate.
- o Consultation, as defined by ANA policy, regarding the legal regulation of nursing practice.
- o Membership recruitment and retention materials as requested by SNAs.
- o Reports from ANA clearinghouse systems.

- o One or more copies of various ANA publications including, but not limited to, Capitol Update; The Political Nurse; Nursing Practice Update, agenda and summary of action of the ANA Board of Directors; media releases; ANA publications; National Nurses Day materials; reports from ANA committees, cabinets and councils; annual report of ANA; summary of proceedings of annual meeting of the House of Delegates; summary of annual survey of SNAs; selected testimony; and reports of activities of other organizations, as appropriate.
- o Consultation regarding the legal regulation of nursing practice.
- o Development and supply of a maximum of 500 copies of generic membership recruitment and retention materials and consultation as requested by SNAs.
- o Reports from ANA clearinghouse systems.

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ANA will provide other services to SNAs which will be funded by cost-sharing arrangements between ANA and the SNAs, including but not limited to:

- o Professional development for the Chief Executive Officer of SNAs.
- o Leadership development for local unit officials which includes basic and advanced content in labor relations.
- o Meetings of the ANA House of Delegates: ANA will provide facilities, materials and on-site resources for the activities of the House of Delegates: SNAs or members of SNAs will provide funds for travel, lodging and meals for attendance at the meetings of the House of Delegates.

ANA will provide other services to SNAs for which the SNA will pay a fee for service, including but not limited to:

- o Accreditation as a provider and/or approver of continuing education in nursing.

ANA will provide the following services to SNAs which are funded by cost-sharing arrangements between ANA and the SNAs, including but not limited to:

(delete item)
(item moved to previous section)

- o Leadership development for SNA officials and SNA staff related to:

- . labor relations (basic and advanced content)
- . state legislation
- . nursing practice
- . membership recruitment and retention

- o Meetings of the ANA House of Delegates including facilities, materials and on-site resources.

SNAs or members of SNAs will provide funds for travel, lodging and meals for attending the House of Delegates.

ANA will provide the following services to SNAs for a fee, including but not limited to:

- o Accreditation as a provider and/or approver of continuing education in nursing.

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- o Loans, as defined by ANA policy, with payment of interest.
- o Labels.
- o Computer software.
- o Group insurance programs for SNA staff.
- o Publications.
- o Advertising in The American Nurse and other ANA publications.

ANA will provide services to members of SNAs for a fee, including but not limited to:

- o Certification.
- o Continuing education offerings.
- o Biennial convention.
- o Non-delegate attendance at meetings of the ANA House of Delegates.
- o Council affiliation.
- o Installment or electronic dues payment plans.

- o Loans, as defined by ANA policy, with payment of interest.
- o Labels.
- o Computer software.
- o Group insurance programs for SNA staff.
- o Publications.
- o Advertising in The American Nurse and other ANA publications.
- o Capitol Update (in bulk quantities at cost).
- o Generic Membership Recruitment and Retention materials (copies in bulk quantities beyond 500 at cost).

ANA will provide the following services to members of SNAs for a fee, including but not limited to:

- o Certification.
- o Continuing education offerings.
- o Biennial convention.
- o Non-delegate attendance at meetings of the ANA House of Delegates.
- o Council affiliation.
- o Installment or electronic dues payment plans.

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- o Publications (SNA members may receive, without fee, one copy of the ANA Bylaws, Code for Nurses with Interpretive Statements, Standards of Practice, statements from ANA cabinets, economic and general welfare brochures, and Nursing: A Social Policy Statement.)

- o Enrollment in one or more ANA endorsed group insurance programs.

- o ANA Jewelry.

In furtherance of the foregoing functions SNAs will provide certain services to ANA without charge to ANA. These services will include, at least, the following:

- o Notification of any change in the SNAs' chief executive officers.
- o Notification of any change in the address or telephone number of the SNAs' corporate offices.
- o Promulgation of ANA as the national professional nursing organization to SNA members and the public.

- o Publications (SNA members may receive, without fee, one copy of the ANA Bylaws, Code for Nurses with Interpretive Statements, Standards of Practice, statements from ANA cabinets, economic and general welfare brochures and Nursing: A Social Policy Statement.)

- o Enrollment in one or more ANA endorsed group insurance programs.

- o ANA Jewelry.

SNAs will provide the following services to ANA without charge, including but not limited to:

- o Notification of any change in the SNA's chief executive officer.
- o Notification of any change in the address or telephone number of the SNA's corporate offices.
- o Recognition of ANA as the national professional nursing organization to SNA members and the public.

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- o Provision of information to SNA members about ANA's mission, purposes and programs and the resources needed for ANA to fulfill its mission and purposes and to implement its strategic plan.

- o Leadership development which will result in qualified candidates for ANA office.

- o Response to ANA requests for nominations, comments on proposed documents, annual SNA survey, group purchase proposals, lists of delegates to the ANA House of Delegates, SNA annual meeting schedules, update of SNA membership lists, correspondence regarding dues assessment and other proposals.

- o Encouragement of SNA members to seek ANA certification.

- o One or more copies of the official publications distributed to SNA members.

- o One or more copies of SNA publications, as appropriate.

In addition, SNAs will identify and offer certain services to ANA for a fee. These services include, but are not limited to:

- o transcripts of court or legal proceedings
- o computer software
- o continuing education

- o Information to SNA members about ANA's mission, purposes and programs and the resources needed for ANA to fulfill its mission and purposes.

(delete item)

- o Response to ANA requests for action or reviewing information, such as nominations, proposed documents, SNA survey, group purchase proposals, lists of delegates to the ANA House of Delegates, SNA annual meeting schedule, SNA membership list, dues assessment and other matters.

- o Encouragement of SNA members to seek ANA certification.

- o One or more copies of official publications distributed to SNA members.

- o One or more copies of SNA publications, as appropriate.

SNAs may offer certain services to ANA for a fee. These services will include, but are not limited to:

- o transcripts of court or legal proceedings
- o computer software
- o continuing education

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labels.

- o labels
- o SNA publications
- o consultation services
- o advertising space in SNA publications.

Joint Development of Non Dues Revenue Programs

ANA and SNAs will explore various non dues revenue programs. In developing these programs, ANA and the SNAs will advise each other about the: 1) need for the program; 2) the expected economic return to ANA; 3) the expected economic return to the SNA; 4) the potential market; 5) competition for the program; and 6) other matters of mutual concern.

ANA and the SNAs will prioritize those programs which are determined to have the greatest economic advantage to ANA and the SNAs by mass marketing of the program. ANA will develop those programs and issue a request for proposal (RFP) to interested vendors including SNAs. ANA will select the vendor and implement the program. ANA will propose agreements to SNAs outlining the obligations of and benefits to each party in offering these programs. SNAs will develop non dues revenue programs which are limited to the SNA.

Criteria for the Development and Implementation of ANA/SNA Sponsored Programs

(replace with Criteria for the Development and Implementation of ANA/SNA sponsored programs - attached)

CURRENT

RECOMMENDED REVISION

Suggested Additions to the Statement of Understanding Between the American Nurses' Association and Constituent Member State Nurses' Associations

Conflict Resolution

A conflict that arises over interpretation or application of this Statement of Understanding shall be resolved in accordance with the following process.

1. Either ANA or an SNA may initiate the conflict resolution process by sending written notice by certified mail, return receipt requested, to the other. Within thirty (30) days following receipt of the notice, the parties shall agree on an arbitrator to hear and decide the conflict.
2. The arbitrator shall set a time for the hearing which shall be no later than thirty (30) days after the arbitrator accepts appointment.
3. Each party may submit to the arbitrator a position statement and supporting documentation; copies shall be provided to the arbitrator at least ten (10) days prior to the hearing.

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4. The hearing shall proceed as follows:
- A. The party which initiated the conflict resolution process shall speak first and shall have a reasonable time to present its position.
 - B. The other party shall have a reasonable time to present its position.
 - C. The arbitrator may address questions to either party.
 - D. The party which initiated the conflict resolution process shall have an opportunity for rebuttal and summation.
 - E. The other party shall have an opportunity for rebuttal and summation.
5. The arbitrator shall render a decision in writing within thirty (30) days after hearing the conflict. A copy of the decision shall be sent by certified mail, return receipt requested, to ANA, the SNA and the chairperson of the ANA Constituent Forum. The decision of the arbitrator shall be final.

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6. ANA and the SNA shall share equally the fee for the arbitrator's services. The cost of ANA participating in the conflict resolution shall be borne by ANA, and the cost of the SNA participating in the conflict resolution process shall be borne by the SNA.

Effective Date

The Initial Statement of Understanding shall be for the period, January 1, 1989, through December 31, 1990. Either party to the statement (ANA or the Constituent Forum) may request a review of the statement, provided such request is made by November 1, 1989.

1400.017
06/08/88