



How does it work?

- If the union were to win an election, federal law requires union reps and MMC to negotiate in good faith. This means: meet at reasonable times, attempt to reach an agreement and put the agreements in writing.
- Both sides typically have a chief spokesperson and representatives. The union's chief spokesperson, who is usually employed by the union and not one of the nurses, speaks for all nurses at the table.
- Often, unions and members have competing priorities and there's no guarantee that what's important to you will be among the issues the union chooses to bargain over.
- The union can ask and the Hospital can say no; the union can only get what the Hospital agrees to include.

As a result of collective bargaining ...

Nurses covered by a union contract could end up with the same, with more, or with less than they have now.

A union can "bargain away" existing benefits to gain provisions that benefit the union.

The union can't force the hospital to give in to unreasonable demands.

Despite union promises that nurses will "get more," the NLRB¹ has ruled:

"... collective bargaining is potentially hazardous for employees and as a result of such negotiations employees might possibly wind up with less benefits after unionization than before."

Source: Coach and Equipment Sales, 228 NLRB. No. 51.

A union may trade away benefits important to RNs to secure contract language that directly benefits the union. Examples of these provisions include "union security" clauses that require all RNs in the bargaining unit to pay dues or fees as a condition of employment, and "dues checkoff" that requires the employer to automatically deduct dues from nurses' pay. The NLRB has ruled:

"...in the give-and-take of bargaining the Union might give up insurance, holidays, or vacation time to obtain dues checkoff from the Company."

Source: La-Z-Boy, 281 NLRB. No. 54.

Regardless of any promises made by union representatives, **nothing requires a hospital to agree to specific union demands during contract negotiations, particularly those that are not in the best interest of its patients, nurses or the hospital at large.** The NLRB ruled:

"...there is no requirement in the [National Labor Relations] Act that an employer accede to all union demands or, after bargaining, retain all current benefits."

Source: Oxford Pickles, Division of John E. Cain Co., 190 NLRB. No. 24.

The Reality:

- There are no guarantees that an agreement will be reached, how long contract negotiations will take, or what will be in the final contract.
- The RNs are left with whatever MMC will agree to, even if a union contract fails to deliver on NNU's promises.

Remember: There are no opt-outs of the contract. All RNs in the bargaining unit are subject to the contract terms negotiated by the union bargaining committee, which may not share your priorities.

The National Labor Relations Board (NLRB) is the independent federal agency responsible for administering the National Labor Relations Act. The NLRB conducts union elections, decides cases and enforces orders, among other responsibilities. When the NLRB rules on a case, its decision is then used as guidance upon which future decisions about that specific issue are made. <https://www.nlr.gov/about-nlr/what-we-do>