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SANTA BARBARA • SANTA CRUZ

OFFICE OF THE VICE PRESIDENT
HUMAN RESOURCES

OFFICE OF THE PRESIDENT
300 Lakeside Drive, 10th floor
Oakland, CA 94612-3550

ADDENDUM to Summary of UC's Initial Proposals for NX 2013 Successor Negotiations

- Article 14, Hours of Work
 - Eliminate 'no mandatory overtime' provision

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March 1, 2013
Via Electronic Mail and FAX

Joe Lindsay
Director, California Nurses Association
2000 Franklin St, #300
Oakland, CA 94612

Re: **University's Initial Proposals for 2013 CNA-UC Successor Negotiations**

Dear Joe:

In accordance with Article 38, Duration, of the Agreement between the California Nurses Association and the University of California, this letter will serve as the University's notice of intent to negotiate a successor Agreement. The University opens the following articles for negotiations:

- Article 2 Bargaining Unit Classification- Increase time required for advancement
- Article 5 Nondiscrimination in Employment- Review to comply with applicable law regarding nondiscrimination in employment.
- Article 6 Educational/Professional Development- Clarify terms of use for professional and education development time.
- Article 7 Professional Practice Committee- Amend conditions under which paid release time is granted.
- Article 9 Probationary Period-Add probationary period when care partner transitions to RN.
- Article 14 Hours of Work-Standardize Comp time (UC Path). Clarify the mechanism for break relief. Establish mechanism for "on-call" participation. Redefine calculation of overtime.
- Article 15 Benefits- Add full waiver for changes to Health, Welfare and Retirement Benefits
- Article 16 Health and Safety- Review to comply with applicable law regarding Health and Safety
- Article 17 Vacation- Add PTO language to vacation article.
- Article 19, Sick Leave- Add PTO language to sick leave article.
- Article 20 Leaves of Absence- Review to comply with applicable law concerning leaves of absence.
- Article 21 Military Leave- Review Military leave to comply with applicable law.

- Article 22** Work Incurred Injury & Illness Leave- Review to comply with applicable law concerning work-incurred injury or illness.
- Article 23** Layoff and Reduction in Time- Provide UC with flexibility in the event of an indefinite layoff. Eliminate special salary considerations for downwardly reclassified CNIV and ANI.
- Article 24** Medical Separation- Review and update language regarding medical separation.
- Article 27** Grievance Procedure—Incorporate side letter on Pilot Program for electronic filing of grievances into article; revise process to reduce workload
- Article 28** Arbitration—Incorporate side letter on Pilot Program for electronic filing for arbitration into article. Revise authority of the arbitrator. Update and increase arbitrator list.
- Article 31** Nurse Lists and Distribution of Materials-Eliminate requirement to print hard copy of contract. Provide for e-copy of contract.
- Article 38** Duration- Multi-year agreement.
- Article 40** Compensation- Amend Compensation article to reflect agreed upon changes. Revise conditions under which shift differential is paid
- Article 41** Parking- Add full waiver for employees to pay "current" parking rates and annual rate increases.

We look forward to negotiations with CNA. If you have any questions related to this response, please contact me at 510-987-0691.

Sincerely,



For Anthony DiGrazia
Associate Director

Cc: Director Chester
Management Bargaining Team