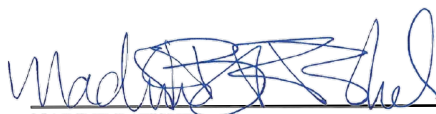


Side Letter Agreement
Arbitrability Mediation – “Pilot Program”

1. The parties to this Side Letter Agreement are the University of California (hereinafter the “University”) and the California Nurses Association (hereinafter “CNA”).
2. This Side Letter Agreement does not alter the Collective Bargaining Agreement, but provides for additional processes to augment it for the duration of this Agreement.
3. If the University raises arbitrability, in accordance with Article 28, Section C, the parties shall engage a mediator to resolve the arbitrability issues and narrow the issues for the scope of the hearing, where applicable.
 - a. This provision may be waived by mutual agreement. In such cases, the parties shall proceed directly to one hearing, where arbitrability and the merits will be addressed.
 - b. The University does not waive any of its procedural or substantive arbitrability arguments should the parties proceed to one hearing.
4. While the mediator may be selected from the Arbitration Panel, the mediator shall not be the arbitrator should the matter proceed to hearing. The parties shall mutually agree to the mediator. The mediation shall conclude no later than two (2) weeks prior to the arbitrator’s cancelation period.
5. The Office of the President – Labor Relations shall be responsible for convening the mediation session.
6. This mediation process replaces the bifurcated two hearing process in Article 28 – Arbitration for the duration of the Side Letter Agreement. If, after mediation, bifurcation issues continue to be unresolved, the process in Article 28, Section C.3 shall be used.
7. Unless the parties mutually agree to renew in writing, this Side Letter Agreement shall sunset with the Collective Agreement on October 31, 2025.

FOR THE UNIVERSITY



NADINE B. FISHEL

8-16-2022

FOR THE UNION



July 20, 2022

Benjamin Elliott, CNA/ NNU