



**California
Nurses
Association**



**National
Nurses
United**

A Voice for Nurses. A Vision for Healthcare.

OAKLAND
155 Grand Avenue
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June 13, 2025

Sent by Electronic Transmission and US Mail

David Guzman
Associate Director – Chief Negotiator
University of California Office of the President
david.guzman@ucop.edu

Re: CNA Notice of Intent to Negotiate a Successor Agreement

David,

This letter serves as formal notice of the California Nurses Association's (CNA) intent to initiate negotiations for a successor agreement, in accordance with Article 38 of the current Memorandum of Understanding (MOU) between CNA and the University of California. In line with past practice, we have included a preliminary list of Articles, Appendices and Side Letters we intend to open, along with brief summaries of our proposals. CNA reserves the right to modify, add, or withdraw proposals as necessary throughout the bargaining process.

- Article 1 **Recognition:**** Clarify and amend general conditions, new classifications, reclassification from unit to non-unit and classifications covered by this agreement provisions.
- Article 2 **Bargaining Unit Classification:**** Clarify and amend classification descriptions. Amend charge nurse provision. Amend movement between jobs provision. Clarify and amend provisions regarding clinical ladders.
- Article 3 **Positions:**** Clarify and amend career appointments, limited appointments, partial year appointments, reassignment provisions. Add short-hour appointments provision.
- Article 4 **Per Diem Nurse:**** Clarify and amend definitions, coverage, reporting, professional development, conversion credit on hire into career status appointment, premium pay for work on specific holidays, per diem rights (UCSF only) provisions. Add Per Diem Rights provision. Add provision for conversion to career positions.
- Article 5 **Nondiscrimination in Employment:**** Clarify and amend general provisions, grievability/ arbitrability provision. Including, but not limited adding additional protected classification and additional representation and notification provisions.
- Article 6 **Educational/ Professional Development:**** Clarify and amend general conditions, professional development and educational time, work schedule changes for use of educational time provisions. Including, but not limited to modification to mandatory education programs, provisions relating to scheduling and granting of leave, increased professional development/ education leave, allowing hours to be accumulated year-to-year, and



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- nurses attending University courses and seminars. Add provision regarding advanced practice nursing.
- Article 7 Professional Practice Committee:** Clarify and amend Professional Practice Committee and release time provisions. Including, but not limited to the list of 'major medical centers,' additional PPC members, and additional paid time for PPC members and PPC chairs.
- Article 8 Staffing:** Clarify and amend provisions regarding safe staffing, acuity, and floating. Including, but not limited to adding provision regarding staffing matrix changes, adding provision on Safe Floating, amend the article to include transport teams. Add provision regarding observation status patients and/ or units. Add provision regarding 'ghost beds.' Add provision regarding newly established services, locations, departments and/ or units. Clarify and amend provision regarding meals and breaks.
- Article 9 Probationary Period:** Clarify and amend general conditions and credit for time served in limited appointments provisions. Including, but not limited to reducing the probationary period.
- Article 10 Acting Appointments:** Clarify and amend language regarding bargaining unit work.
- Article 12 Performance Evaluation:** Clarify and amend evaluation, notice, nurse response to an evaluation, and disputes provisions. Add provision for manager evaluations.
- Article 13 Job Posting:** Clarify and amend posting and filling vacant positions provisions. Add provision to restrict traveler nurse assignments.
- Article 14 Hours of Work:** Clarify and amend work schedule, posting of schedules, break relief, meal periods, rest periods, missed break reporting, weekend work, consecutive days of work, travel time, call back, on-call, overtime, rest between shifts, reporting pay/ work provisions. Including, but not limited to standardize call back and on-call provision and compensatory time bank provisions. Clarify scheduling requirements. Add provision to include compliance with SB1334.
- Article 15 Benefits:** Clarify and amend retirement and health benefits provisions.
- Article 16 Health and Safety:** Clarify and amend general conditions, assignments, safe lifts and transfers, related grievances, infectious disease and hazardous substance protection, workplace violence prevention, sexual harassment prevention, input from the practice committee provisions. Including, but not limited to providing safe lifts and transfers at all times, add provision regarding repetitive stress injury protection, add provision regarding disaster preparedness and related issues. Amend to include side letter 'Joint Labor Management Committee: Health, Safety, and Emerging Infectious Diseases,' into the article.
- Article 17 Vacation:** Clarify and amend vacation credit, vacation scheduling, vacation maximums, vacation pay provisions.
- Article 18 Holidays:** Clarify and amend university holidays, major holidays, holiday time/ pay, holiday scheduling provisions. Including, but not limited to



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- amend pay for holidays worked and holiday pay for career and part-time RNs.
- Article 19 Sick Leave:** Clarify and amend provisions regarding use of accrued sick leave. Including but not limited to sick leave verification.
- Article 20 Leaves of Absence:** Clarify and amend provisions regarding family and medical leave and emergency relief leave.
- Article 22 Work Incurred Injury & Illness Leave:** Clarify and amend general conditions, return from work-incurred injury or illness leave, use of sick leave and vacation, extended sick leave, effect on other contract provisions. Add provision for needlestick, infectious disease and workplace violence insurance. Add provision regarding nurses on modified duty. Add provision for emergency paid sick leave. Add provision to provide presumptive eligibility for workers compensation.
- Article 23 Layoff and Reduction in Time:** Clarify and amend provisions for layoffs and reductions in time. Including, but not limited to prohibition on daily cancellation, modification to emergency layoff, temporary layoff, and indefinite layoff provisions, standardize and amend severance pay and amend seniority provisions.
- Article 26 Corrective Action, Discipline and Discharge:** Clarify and amend provisions regarding corrective action, discipline and discharge. Clarify provision regarding investigatory leave. Amend provision regarding personnel records. Amend provision regarding notice.
- Article 27 Grievance Procedure:** Clarify and amend grievance procedure and process. Modify provisions regarding time limits for the University.
- Article 28 Arbitration:** Clarify and amend arbitration provisions. Including, but not limited to modification of scheduling requirements, review arbitrator lists, modification of arbitration proceedings provisions, modify provisions regarding arbitrability. Amend to include side letter agreement, 'Arbitrability Mediation – "Pilot Program,"' into the article.
- Article 29 Association Rights:** Clarify and amend association rights provisions. Including, but not limited to updating the listed 'medical centers,' additional paid time for nurse representatives, modification to nurse representative release time and updating meeting rooms and bulletin boards provision.
- Article 31 Nurse List and Distribution of Materials:** Clarify and amend information to be provided by the University. Clarify and amend orientation provision.
- Article 33 Management Rights:** Clarify and amend management rights provisions.
- Article 35 No Strikes:** Amend no strikes provisions.
- Article 38 Duration:** Update with new duration.
- Article 39 Release Time for Bargaining:** Clarify and amend release time for bargaining provisions. Including, but not limited to updating the locations, including those facilities acquired during the term of the current MOU, and additional Nurse Negotiator(s).
- Article 40 Compensation:** Clarify and amend compensation provisions. Including but not limited to providing salary increases and increased differentials, standardize wage-step placement for CNA represented classifications,



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amend and standardize steps, amend and standardize provisions regarding shift differentials, amend salary range, amend step placement and within-range step increases, and amend and standardize certification differentials.

Article 41 Parking: Clarify and amend general provisions and parking and transportation rates provisions. Including, but not limited to adding a provision regarding parking and overtime, adding a provision for location, availability, safety, and security of parking at all locations, and adding provision addressing corrective action related to parking.

Article 42 New Technology: Clarify and amend the new technology provision. Clarify to provide adequate training. Add language specific to the implementation of Artificial Intelligence (AI). Add TDO (Technology Despite Objection) provision.

Appendices Review and update all appendices.

Side Letters: Review all existing side letters. Including, but not limited to incorporating the "Arbitrability Mediation – Pilot Program" side letter into Article 28 and add the "Subcontracting" side letter as a new standalone article.

Joint Labor Management Committees: Review all JLMCs. For the 'Health, Safety, and Emerging Infectious Disease' JLMC, clarify and amend the side letter, including placement into article 16. For the 'Diversity, Equity and Inclusion' JLMC, clarify and amend the side letter and add as a new standalone article.

We look forward to a productive bargaining process. Please contact me directly if you have any questions or require further information.

Sincerely,

Benjamin Elliott
Public Sector Director, CNA/ NNU

Cc: Khadijah Kabba, National Field Director, CNA/ NNU
Stephanie Short, Assistant Director UC Division, CNA/ NNU
Maria Vivanco, Southern California Lead Labor Representative, CNA/ NNU
Bridget Lavington, Northern California Lead Labor Representative, CNA/ NNU
CNA UC-RN Bargaining Team
CNA UC-Statewide Bargaining Council
Matt Teaford, Executive Director of Labor Relations, UCOP
Brendamarie Curtis, Labor Relations Manager, UCOP
Tracy Babbitt, Labor Relations Support Coordinator, UCOP
Kaleena Sedillo, Labor Relations Manager, UCOP