

Side Letter Agreement

Subcontracting

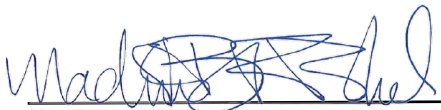
1. The parties to this Side Letter Agreement are the University of California (hereinafter the “University”) and the California Nurses Association (hereinafter “CNA”).
2. This Side Letter Agreement does not alter the Collective Bargaining Agreement, but provides for additional processes to augment it for the life of the current Agreement.
3. The University acknowledges and generally supports the principle of preserving bargaining unit work whenever possible.
4. The use of registry and/or traveling nurses is exempt from the provisions of this Side Letter Agreement.
5. **Notice and Meetings**
 - a. When the subcontract is \$1,000,000 or more on an annual basis, the University shall provide CNA with at least ninety (90) calendar days’ notice of its intent to initially contract out newly created operations in which subcontracting may be appropriate that may traditionally involve bargaining unit work at the individual location.
 - b. CNA shall be required to request a meeting within fifteen (15) calendar days from the date on the notice to discuss the subcontract.
 - c. Upon timely notice, UC and CNA shall meet within thirty (30) calendar days to discuss any potential impact subcontracting would have on bargaining unit members.
6. **Documentation.** Upon request, the University shall provide CNA with all available relevant information including requests for proposals, non-proprietary cost benefit analysis, and other relevant information it used to make its determination to use a contractor, rather than staff the operation in-house.
7. **Effect of Subcontract on Non-Probationary Career Nurses**
 - a. Although the University does not anticipate layoffs as a result of subcontracting, in the rare event that a layoff becomes necessary, the following shall apply:
 - i. To minimize the potential impact of layoff based on displacement, when a non-probationary career nurse is notified of layoff because the University entered into a contract for services that the employee performed, the University will make available

another bargaining unit position for which the employee is qualified, provided there are sufficient vacancies at that location.

- ii. The terms of Article 23 – Layoff and Reduction in Time shall apply to displaced non-probationary career employees.

- 8. **Term.** Unless the parties mutually agree to renew in writing, this Side Letter Agreement shall sunset with the Collective Bargaining Agreement on October 31, 2025.

FOR THE UNIVERSITY



NADINE B. FISHEL

8-16-2022

FOR THE UNION



July 20, 2022

Benjamin Elliott, CNA/ NNU