

**ARTICLE 1
RECOGNITION**

A. GENERAL CONDITIONS

1. The University hereby recognizes the Association as the sole and exclusive representative for the purpose of collective bargaining for all nurses in the classifications listed below, excluding those classifications and/or nurses designated as managerial, supervisory, or confidential as defined in the Higher Education Employer-Employee Relations Act and all UC student nurses whose employment is contingent upon their status as students.
2. The term "nurse", "employee", or "employees" as used in this Agreement shall refer to nurses mentioned above who are within the bargaining unit covered by this Agreement.

B. NEW CLASSIFICATIONS

1. When the University creates a new Registered Nurse classification and title, the University shall mail a notice to the Association of the bargaining unit assignment, if any, of such classification. The Association shall have thirty (30) calendar days after mailing of such notice to contest the University's assignment of the newly created classification/title to a bargaining unit, or to an employee grouping which has not been assigned to a bargaining unit. Nurses shall not be assigned to the newly established classification until the bargaining unit assignment is either agreed to or resolved by PERB.
 - a. If the Association contests the bargaining unit assignment of the newly created classification/title within thirty (30) calendar day notice period, the University and the Association shall meet and confer in an effort to reach agreement on the bargaining unit assignment for the classification. If the parties are unable to reach agreement regarding the bargaining unit assignment of the title/classification, the dispute shall be submitted to PERB for resolution.
 - b. If the Association does not contest the bargaining unit assignment of the newly created position within the thirty (30) calendar day notice period, the unit assignment of the new classification shall be deemed agreeable to the parties and nurses shall be assigned to the newly created classification
2. If the new classification is in the bargaining unit in accordance with the provisions of §B.1., above, the University and the Association shall meet and confer regarding the salary range and ancillary pay practices for that new classification.

C. RECLASSIFICATION FROM UNIT TO NON-UNIT POSITIONS

1. In the event the University believes that a Registered Nurse position should be reclassified or designated for exclusion with the result that the position would be removed from the unit, it shall notify the Association in writing.
2. If the Association disagrees with the University's proposed removal of positions from the bargaining unit, the University may submit the dispute to PERB for resolution. If the Association does not contest the reclassification or designation for exclusion within the thirty (30) calendar day notification period, the unit assignment of the position shall be deemed agreeable to the parties. Nurses shall not be reclassified or excluded from the bargaining unit until agreement is reached by the Association and the University or resolved by PERB.

D. CLASSIFICATIONS COVERED BY THIS AGREEMENT

The classifications covered by this Agreement are listed below.

Title Code	Title
600.1	Occupational Health Nurse I
600.2	Occupational Health Nurse II
742.1	Nurse
9110	Transplant Coordinator I
9111	Transplant Coordinator II
9119	Per Diem Nurse
9121	Per Diem Senior Nurse Anesthetist
9122	Per Diem Nurse Anesthetist
9123	Resource Per Diem Nurse
9134	Administrative Nurse I
9137	Clinical Nurse IV
9138	Clinical Nurse III
9139	Clinical Nurse II
9140	Clinical Nurse I
9141	Coordinator Nurse
9143	Senior Nurse Anesthetist
9144	Nurse Anesthetist
9146	Nurse Practitioner III
9147	Nurse Practitioner II
9148	Nurse Practitioner I
9160	Per Diem Nurse Practitioner
9114	Per Diem Home Health Nurse
9116	Home Health Nurse III
9117	Home Health Nurse II
9118	Home Health Nurse I
