

**ARTICLE I: RECOGNITION, UNIT AND CHECKOFF**

**1.02 Bargaining Units**

(c) Employees of new business ventures involving the Hospital -- including but not limited to joint ventures such as the joint venture entered into between the Hospital and Shady Grove Adventist Hospital or other ventures created as a result of acquisitions or mergers -- are not part of the bargaining units represented by the Union and are not covered by this Agreement. Any decision by the Hospital to enter into or establish such new business ventures shall be considered a managerial decision not subject to bargaining or negotiation under the National Labor Relations Act regardless of whether the new business venture offers patient care services similar to or the same as those offered by the Hospital. Provided, however, this subsection does not diminish the Union's rights under Section 13.09 of this Agreement

(d) Subject to 1.02(c), if the Hospital transfers a function or department that includes employees in a job classification covered by this Agreement from 111 Michigan Avenue, N.W. to another location, such job classification(s) at the other location will be covered by this Agreement; provided, however, that this will not operate to extend the Agreement to positions or employees not transferred from 111 Michigan Avenue, N.W.

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**1.12 Temporary Employee**

(a) A temporary employee is one who is hired on a temporary basis for not more than one hundred fifty (150) consecutive days, except that such period may be extended, provided that written notification of the extension and the name of the employee that the temporary employee is replacing and the position are given to the Union. A temporary employee subsequently hired into a permanent position in which they have previously served one hundred fifty (150) days or more, shall not be required to complete a probationary period; provided the hire is into the same job classification.

(b) A temporary employee may be retained through a temporary staffing agency or directly by the Hospital. Where the Hospital utilizes five (5) or more temporary employees in a single bargaining unit classification within a department, the Hospital will provide the Union with notice within three (3) working days of such utilization. Such notice shall include the job classification, department, shift, and duration of the temporary assignment. Where the Hospital subcontracts work (instead of using temporary employees), the Hospital will utilize the notice provisions and follow the process specified in Section 2.02 of the Agreement.