

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

**1.01 Union Recognition**

The Hospital recognizes the Union as the exclusive representative for the purpose of collective bargaining with respect to rates of pay, hours of work and other conditions of employment of those employees of the Hospital in the units described in section 1.02.

**1.02 Bargaining Units**

(a) The employees of the Hospital covered by this Agreement are limited to the employees in the following units and none other:

(i) All permanent, full-time employees and regularly scheduled part-time employees (defined as those who are regularly scheduled to work 20 or more hours per workweek) employed by the Hospital at its Washington, D.C. location in a service or maintenance category as certified by the National Labor Relations Board in Case No 5-RC-10034; and all permanent, full-time employees and regularly scheduled part-time employees (defined as those who are regularly scheduled to work 20 or more hours per workweek) employed by the Hospital at its Washington, D.C. location as a Licensed Practical Nurse and/or in a technical category as certified by the National Labor Relations Board in Case No. 5-RC-10333; but excluding, in both instances, all professional employees, guards and supervisors as defined by the National Labor Relations Act, as amended, part-time employees who work less than 20 hours per workweek, temporary employees, and all other employees. The job classifications in the bargaining units are listed in Appendices A, B, and C attached hereto.

(ii) As specified in the March 14, 2001 Recognition and Neutrality Agreement between the Hospital and the Union, all permanent, full-time employees and regularly scheduled part-time employees (defined as those who are regularly scheduled to work 20 or more hours per

workweek) employed by the Hospital at its Washington, D.C. location in the positions of Clinical Operations Representative II, Senior Clinical Operations Representative, Patient Registration/Admissions Representative, Senior Patient Registration/Admissions Representative and AST Specialist, but excluding Clinical Operations Representative II and Senior Clinical Operations Representative in the Dentistry Department and Clinical Operations Representatives and Senior Registration/Admissions Representatives who spend a majority of their time performing surgical scheduling duties.

(b) Employees who are assigned primarily to ~~and spend a majority of their work time~~ at a facility other than the Hospital's main location at 111 Michigan Avenue, N.W. or its Comp Care, Adams Morgan or Trinity Square satellite facilities are not part of the bargaining units represented by the Union and are not covered by this Agreement; **provided, however, that employees who over any calendar quarter work an average of twenty-four (24) or more hours a week at the Hospital's main location at 111 Michigan Avenue, N.W. or its Comp Care, Adams Morgan or Trinity Square satellite facilities in a position covered by this Agreement will be part of the bargaining unit covered by this Agreement for the subsequent quarter, and such employees who work an average of fewer than twenty-four (24) hours a week in a quarter will be removed from the bargaining unit covered by this Agreement for the subsequent quarter.**

(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.

*All other subsections of this Article will remain the same.*