Sutter West Bay Hospitals d/b/a California Pacific Medical Center (St. Luke's Hospital Campus), Employer *and* National Union of Healthcare Workers, Petitioner *and* Service Employees International Union, United Healthcare Workers-West, Intervenor.

Sutter West Bay Hospitals d/b/a California Pacific Medical Center (California, Davies and Pacific Campuses), Employer *and* National Union of Healthcare Workers, Petitioner *and* Service Employees International Union, United Healthcare Workers-West, Intervenor. Cases 20–RC–018207 and 20–RC–018214

July 28, 2011

DECISION AND ORDER DENYING REVIEW

BY CHAIRMAN LIEBMAN AND MEMBERS PEARCE AND HAYES

On February 2, 2009, the Petitioner filed a petition to represent a historical unit of technical, service and clerical employees at the Employer's St. Luke's campus, and a separate petition to represent a unit of technical and service employees at its California, Davies, and Pacific campuses. On March 31, 2011, the Regional Director for Region 20 issued a Decision and Direction of Elections (pertinent portions of which are attached), in which he found that the petitioned-for unit of employees at the Employer's St. Luke's Hospital campus was appropriate, and that those employees were not required to be included in a unit with employees at the Employer's three other hospitals. The Regional Director therefore directed that elections be held in two separate units. Subsequently, the Regional Director, by letter dated April 11, 2011, concluded that the elections would be conducted by mail ballot. Thereafter, the Employer and Intervenor filed timely requests for review of the Regional Director's Decision and Direction of Elections.[1] The Employer also filed a motion for special permission to appeal the Regional Director's determination to conduct the elections by mail ballot.[2] On May 10, 2011, we issued an Order (pursuant to a 2–1 vote) denying the requests for review, and granting the special permission to appeal, but denying it on the merits. We stated that a decision would follow.

I.

In denying review on the unit determination, we start with the settled principle that a petitioned-for single-facility unit is presumptively appropriate. This presumption applies with equal force in the healthcare industry. *Manor Healthcare*, 285 NLRB 224, 225 (1987); *Children's Hospital of San Francisco*, 312 NLRB 920 (1993), enfd. sub. nom. *California Pacific Medical Center v. NLRB*, 87 F.3d 304 (9th Cir. 1996); *Staten Island Hospital v. NLRB*, 24 F.3d 450, 456 (2d Cir. 1994). The parties opposing the unit—here, the Employer and the Intervenor—have the "heavy burden of overcoming the presumption." *Mercy Sacramento Hospital*, 344 NLRB 790, 790 (2005). To rebut this presumption, they "must demonstrate integration so substantial as to negate the separate identity" of the St. Luke's unit. Id. See also *D&L Transportation*, 324 NLRB 160 (1997).

We agree with the Regional Director that the Employer and Intervenor have failed to meet their burden. There is a lengthy, separate history of bargaining in the St. Luke's unit. Indeed, for 70 to 80 years, including through 2009 when the instant petition was filed, St. Luke's was separately represented. This extensive bargaining history strongly supports a finding that the single facility unit at St. Luke's is appropriate. We recognize, as the dissent asserts, that while the petition for the St. Luke's unit was pending, the Employer and the Intervenor entered into an agreement in 2010 covering all four campuses. However, the 2010 agreement is not a bar to these proceedings. In any event, we agree with the Regional Director that the many decades of bargaining in the separate, historic St. Luke's unit "far outweighs the short duration of collective-bargaining history" in a combined unit. Considering this lengthy bargaining history, the single facility presumption, the fact that the historic St. Luke's unit includes many classifications of employees not represented at the other hospitals, and the additional factors discussed below, we are not persuaded that the Regional Director erred in finding that St. Luke's constitutes an appropriate unit or, as argued by the dissent, that only a combined multicampus unit is appropriate.

We agree with the Regional Director that St. Luke's onsite managers possess significant local autonomy over employees at that campus. This substantial local autonomy diminishes the significance of the high degree of administrative centralization and integration. Further, and contrary to the dissent's assertion, there appears to be little interchange and contact between the employees in

[1] The sole "unit" issue on review was whether the St. Luke's employees could be represented separately, or must be included in a single unit with employees of the Employer's other three campuses.

[2] We have treated the Employer's "request for review" of the Regional Director's mail ballot determination as a special permission to appeal.

the St. Luke's unit and employees at the other campuses.[3] All of these factors support the application of the single facility presumption, which the Employer and Intervenor have not adequately rebutted.

The dissent focuses on the evidence of centralized management and the administrative structure as support for his finding that a single unit at all four hospitals is the only appropriate unit. The Board, however, has long recognized that the existence of even substantial centralized control over some labor relations policies and procedures is not inconsistent with a conclusion that sufficient local autonomy exists to support the single location presumption. See, e.g., *Mercy Sacramento Hospital*, supra, 344 NLRB at 791; *Carter Hawley Hale Stores*, 273 NLRB 621, 622–623 (1984). Here, as noted above, the managers on site at each facility possess significant local autonomy.

Further, we agree with the Regional Director that the single facility unit at St. Luke's would create neither an increased risk of disruption in the delivery of healthcare nor an undue proliferation of units. *Mercy Sacramento Hospital*, supra, 344 NLRB at 792–793.

Our dissenting colleague would conversely find that a single unit covering employees at the four campuses is the only appropriate unit because it is consistent with Congress' intent to avoid the proliferation of units in the health care setting. However, the Board has consistently reaffirmed the applicability of the single facility presumption in the health care industry. Immediately after the passage of the 1974 Healthcare Amendments, Pub.L.93360 (1974), the Board applied the presumption to find a single-facility hospital unit appropriate. *Saint Anthony Center*, 200 NLRB 1009 (1975). And in *Manor Healthcare*, supra, 285 NLRB at 225, the Board explained that "the concerns underlying the congressional admonition can be fully addressed by careful consideration of any evidence, presented in the employer's rebuttal case, demonstrating that approval of the single-facility unit will threaten the kinds of disruptions to continuity of patient care that Congress sought to prevent." Id.[4] Cf. Collective-Bargaining Units in the Health Care Industry, 53 Fed.Reg. 33900, 33903, reprinted 284 NLRB 1528, 1532 (1988) (noting that proposed rule regarding units in acute care facilities did "not purport to address the issue of the appropriateness of a single facility when an employer owns a number of facilities, which the Board will continue to address through adjudication," citing *Manor Healthcare*).

Further, we agree with the Regional Director that any concerns about undue proliferation are particularly unwarranted here. Rather than posing a risk of undue proliferation, the petitioned-for St. Luke's unit would merely continue the previously existing and long-settled historical unit.

Accordingly, for all of these reasons, we find that neither the Employer nor the Intervenor has met its burden here of rebutting the single-facility presumption.

II.

We also find that the Regional Director did not abuse his discretion in ordering a mail ballot election in the circumstances of this case.

Our colleague cites asserted reliability concerns in mail ballot elections, and the fact that the majority of the employees work the day shift. As to the reliability concerns, the Board has previously considered and rejected the contention that mail ballot elections will inevitably result in more instances of voter coercion. *San Diego Gas & Electric*, 325 NLRB 1143 (1998). Furthermore, while a majority of employees may work the day shift, the parties apparently acknowledged that a manual election would require three polling sessions on 1 day at one facility, and three polling sessions over 2 days at the other three facilities—some 15 polling sessions encompassing 2 to 3 days. The Regional Director reasonably took into account that a manual election in these circumstances would be a difficult undertaking.

We reject the dissent's additional claim that mail ballot elections should only be used in "extraordinary circumstances." Neither our precedent nor common sense supports such a stringent approach to the use of mail ballots.[5] Here, the Regional Director properly took into account the parties' inability to reach an accord on the timing and manner of the elections, as well as the scattered nature of the employees' work schedules and the

[3] Contrary to our colleague, the Regional Director's finding with regard to transfers fully supports his decision to find a unit limited to St. Luke's as appropriate. Thus, the Regional Director found that only a small number of St. Luke's employees had been involved in either permanent or temporary transfers, such transfers were almost always voluntary, and that approximately half of the St. Luke's unit employees are in "St. Luke's Only" job classifications that are not involved in any transfers.

[4] In *American Hospital Assn. v. NLRB*, 499 U.S. 606, 617 (1991), approving the Board's healthcare rulemaking with respect to acute care facilities, the Court observed that the "admonition in the Committee Reports is best understood as a form of notice to the Board that, if it did not give appropriate consideration to the problem of proliferation in this industry, Congress might respond with a legislative remedy." See, e.g., *Staten Island Hospital v. NLRB*, 24 F.3d at 456 (observing that the court's prior proscription of the single facility presumption in multisite hospital situations had been "undercut" by the Supreme Court's decision in *American Hospital*, supra, approving the Board's healthcare rule).

[5] Notably, the Board recently conducted an election by mail ballot, with the agreement of the parties, in a unit involving over 40,000 eligible employees.

personnel required to run the election. *GPS Terminal Services,* 326 NLRB 839 (1998) (finding a mail ballot appropriate where employees had varied work schedules). The Regional Director acted well within the discretion that he has been afforded to determine the method of conducting the elections.[6]

MEMBER HAYES, dissenting.

I would grant the Employer's request for review. In my view, the single-facility unit sought by the Petitioner is inappropriate. In reaching an opposite result, my colleagues fail to recognize that the situation here is not a static one. Rather, the record reflects substantial and increasing integration of operations and employee interchange among the four medical campuses now operated by the Employer, as well as extensive centralization of management and administrative functions.

Since the 2007 merger of St. Luke's with the Employer's three other campuses, the Employer has maintained a highly centralized management and administrative structure that services all four sites. High-level corporate officials provide broad oversight, including over acute care nursing, while numerous directors oversee essential departments, including radiology, safety, housekeeping, and laboratory and surgical services. And, since the 2007 merger, the Employer has utilized a single human resources department. This centralized department determines staffing levels, hiring procedures, and recruiting, maintains uniform personnel policies, and is involved in all disciplinary matters above lesser oral warnings and first-step grievances.

My colleagues place considerable emphasis on the separate history of bargaining in the St. Luke's facility, but fail to acknowledge the significance of the most recent bargaining history, which further illustrates the increasing integration of the Employer's operations. In March 2010, the Employer and Intervenor successfully negotiated a contract that covers all four campuses, a combined unit the Intervenor remains willing to represent. Since this important development, the Employer has established standardized job classifications, wages, and benefits. And, at least half of all permanent transfers, since that time, have involved the St. Luke's campus. In addition to the Employer's history of transferring supervisors among all campuses, there is also now evidence of temporary employee transfers involving St. Luke's. Moreover, the Employer has consolidated specialized care at certain campuses, including St. Luke's, and regularly transfers patients within its entire system.

Finally, a combined unit accommodates the trend towards consolidation of acute care facilities in urban environments and is consistent with Congress' intent to avoid the proliferation of units in the health care setting. See *Masonic Hall v. NLRB*, 699 F.2d 626, 630–632 (2d Cir. 1983); See also my dissenting opinion in *Specialty Health Care & Rehabilitation Center of Mobile*, 356 NLRB 289, 292 (2010).

Further, while I agree with my colleagues' decision to grant the Employer's special permission to appeal, I would also grant the appeal on the merits. Long-standing Board precedent and procedures favor a manual election, rather than the mail ballot election the Regional Director ordered. *Willamette Industries*, 322 NLRB 856 (1997). Given the procedural issues and reliability concerns associated with mail ballot elections, I would limit their use to extraordinary circumstances, which have not been shown here. Indeed, in his Decision and Direction of Elections, the Regional Director ordered a manual election, acknowledging the parties' preference for it and "the absence of any factor militating against it." The Regional Director apparently reversed that determination only after the parties could not agree to polling dates and places. The factors cited by the Regional Director, such as "scattered" work schedules of employees and logistical and staffing concerns in conducting a multifacility election, are typical in hospital settings and do not warrant a mail ballot election, particularly where, as here, the record indicates that the overwhelming majority of employees work during the day shift.

APPENDIX

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II. ANALYSIS

By the petitions filed, Petitioner seeks to represent two historical units, one limited to St. Luke's employees, and the other to employees at the three other campuses of the Employer. The Employer and the Intervenor take the position that the only appropriate unit is one comprised of employees at all of the Employer's campuses. For the reasons set forth below, I find that the petitioned-for units are each an appropriate unit for collective-bargaining purposes.

It is longstanding Board policy that a unit need only be *an* appropriate unit for collective bargaining. There is no requirement that a unit be the *most* appropriate unit. *Overnite Transportation,* 322 NLRB 723 (1996), citing *Black & Decker Mfg.,* 147 NLRB 825, 828 (1964).

When an issue of unit appropriateness is raised, the Board begins with the petitioned-for unit and considers alternate unit proposals only if the petitioned-for unit is deemed inappropriate for collective-bargaining purposes. *Overnite Transportation,* supra, citing *P. J. Dick Contracting,* 280 NLRB 150, 151

[6] We take administrative notice of the elections conducted by mail ballot and the counts that took place on May 10, 2011. If there have been any infirmities in the election process, the parties may file timely postelection objections.

(1988). It is well settled that the existence of bargaining history weighs heavily in favor of a finding that a historical unit is appropriate, and that the party challenging such a unit bears the burden to show that such a unit is no longer appropriate. See *Ready Mix, Inc.,* 340 NLRB 946 (2003).

In addition, it is well established that in the health care industry a single-facility unit is presumptively appropriate. A party opposing a single-facility unit likewise carries a heavy burden to overcome this presumption. *Mercy Sacramento Hospital,* 344 NLRB 790 (2005); *Children's Hospital of San Francisco,* 312 NLRB 920, 928 (1993), enfd. sub nom. *California Pacific Medical Center v. NLRB,* 87 F.3d 304 (9th Cir. 1996);[21] *Manor Healthcare Corp.,* 285 NLRB 224 (1987). In order to rebut this presumption, a party must prove that the single facility has been so effectively merged into a more comprehensive unit, or so functionally integrated, that it has lost its separate identity. *D & L Transportation,* 324 NLRB 160 (1997). The Board considers several factors in order to determine if the single-facility presumption has been overcome, including: (1) geographic proximity; (2) bargaining history; (3) similarity of skills, functions and working conditions; (4) centralized control over daily operations and labor relations, including the extent of local autonomy; (5) the degree of employee interchange, transfer and contact; and 6) functional integration. See *Catholic Healthcare West,* supra. The Board considers interchange and supervision to be particularly significant factors in determining whether the presumption has been rebutted. Id. In making unit determinations involving acute care hospitals, the Board is also mindful of avoiding the undue proliferation of units and/or an increased risk of work disruption or other adverse effects upon patient care should a labor dispute arise. Id.

In the instant case, no party disputes that the petitioned-for employees at the California, Davies and Pacific campuses should be included in the same unit. The only issue is whether the St. Luke's employees constitute a separate appropriate unit or must be included in the same unit with employees at the California, Davies and Pacific campuses. Thus, the issue presented is clearly one requiring the application of the single-facility presumption of appropriateness. Applying the relevant factors set forth above, I find that the presumption of the appropriateness of a single-facility unit has not been rebutted in the instant case and that each petitioned-for unit constitutes an appropriate unit.

One of the most compelling considerations supporting the appropriateness of the St. Luke's unit is the approximately 70 to 80 years of separate collective bargaining in that unit. While the St. Luke's employees have been included with employees at the other campuses under the same collective-bargaining agreement for the past year, I find that their lengthy history of collective bargaining in a separate unit far outweighs the short duration of collective-bargaining history in a combined unit under the Agreement.[22] Indeed, the St. Luke's employees remained separate in terms of their job classifications, wage scales and pay practices until only a few months before the hearing in this matter. Thus, I find that collective-bargaining history is a factor strongly supporting the single-facility presumption in the instant case.

Another equally compelling consideration supporting the appropriateness of the petitioned-for St. Luke's unit is the fact that about half the employees in the St. Luke's unit are in "St. Luke's Only" job classifications, as discussed above. To the extent similar positions exist at the other campuses, they are unrepresented employees and no party to this proceeding seeks their inclusion in a unit. Thus, finding that a single unit combining employees at all four facilities is the only appropriate unit would create a residual group of unrepresented employees in the same classifications as unit employees. Such a result would run directly counter to the Board's admonition against the undue proliferation of health care units.

Further, all of the St. Luke's employees retained their separate job classifications until January 1, 2011, and the employees in the "St. Luke's Only" job classifications, who comprise about 40 to 50 percent of the St. Luke's unit, are to date in different and separate, primarily clerical, job classifications not found in the historical unit at the other three campuses. Thus, a substantial segment of the St. Luke's employees have different skills and functions from the employees at the other campuses. The foregoing is likewise true as to the wage scales and pay practices for the St. Luke's employees.

In addition, the lack of significant interchange and contact between employees in the St. Luke's unit and employees at other campuses also supports the separate identity of the St. Luke's unit. Such evidence shows that the St. Luke's employees spend most of their work time at St. Luke's. They perform their jobs only at St. Luke's, and they use the same cafeteria, break and lunch rooms at the St. Luke's campus. Only a small number of St. Luke's employees have been involved in permanent or temporary transfers. Employees in the "St Luke's Only" job classifications comprise about half of the St. Luke's unit are not involved in any transfers. Further, such transfers are almost always voluntary. I do not find that the evidence showing that a few job classifications require regular movement between campuses or that employees attend common meetings or trainings is sufficient to overcome the foregoing evidence showing a lack of significant interchange and transfers.

Two factors tend to support a single overall unit in the instant case: common overall management and to some extent,

[21] Notably, *Children's Hospital of San Francisco,* supra, is a case in which the Employer was the employer and the Board addressed a similar issue as presented in the instant case. The *Children's Hospital* case arose in the context of an unfair labor practice proceeding in which the Employer refused to recognize and bargain with the California Nurses Association (CNA) in a unit of RNs at Children's Hospital (currently the California campus of the Employer), after the 1991 merger of Children' Hospital with Pacific Presbyterian Hospital (currently) the Pacific campus of the Employer). In that case, the Board concluded that the separate identity of the CNA unit at Children's Hospital had not been destroyed by the merger of Children's Hospital with Pacific Presbyterian, and the Board found the Employer in violation of the Act, a decision enforced by the Ninth Circuit.

[22] I note that generally the Board accords less weight to a brief history of collective bargaining. See, e.g., *Joseph A. Schlitz Brewing Co.,* 206 NLRB 928 (1997); *Duke Power Co.,* 191 NLRB 308 (1971); *Chrysler Corp.,* 119 NLRB 1312, 1314 (1958); *Heublein, Inc.,* 119 NLRB 1337, 1339 (1958).

the functional integration of the Employer's operations. Thus, the evidence shows that since the Employer merged with St. Luke's in 2001, it has taken over and consolidated management of that facility with its overall management of all of its campuses. The record shows centralization of many management and administrative functions and the application of many common policies, including human resources policies, to all campuses, including the St. Luke's campus. The record shows that higher level decision-making is concentrated in the hands of directors, managers and vice presidents, who usually have responsibility over multiple campuses.

On the other hand, the evidence showing centralized management is somewhat offset by the evidence showing that on-site managers and supervisors retain local autonomy over day-to-day management and supervision of employees at their individual campuses in several respects. Thus, local management has authority to interview and recommend hires, direct and assign work, orally reprimand, evaluate, grant time off and handle grievances at the first-step level. In this regard, I note that the record also shows that the directors of nursing, nutritional services and housekeeping at St. Luke's primarily oversee such services only at that campus.

With regard to the factor of functional integration, the record shows that the Employer has to some extent integrated its patient care services and, as discussed above, provides certain specialized types of care only at particular campuses, e.g., neuroscience care at the Davies campus, pediatric care at the California campus and sub-acute care at St. Luke's campus. In addition, the Employer transfers patients among campuses on a regular basis to receive such care and in response to overflow situations. On the other hand, each of the Employer's four acute care hospitals is a full-service hospital that provides a wide range of patient care.

Further, I do not find that the limited integration of patient care has destroyed the separate identity of the St. Luke's unit. The evidence does not show a high level of interchange involving St. Luke's employees with or among employees at the Employer's other campuses.

Nor does the record establish that a separate unit at St. Luke's would jeopardize the delivery of health care or create an increased risk of work disruption within the Employer's system. The only specialty medical care offered at St. Luke's is sub-acute care, and the record shows that this has never existed at the Employer's other campuses, and has not resulted from a consolidation of such services from other campuses to St. Luke's. Thus, prior to 2007, the Employer transferred patients needing sub-acute medical care to St. Luke's even though it was a separate corporation and separate employer. Given this background, the Employer and Intervenor have not shown that finding appropriate the separate St. Luke's unit would create an increased burden or risk to the delivery of health care by the Employer. Further, the Employer operated with a separate bargaining unit at St. Luke's from 2007 to March 18, 2010. Thus, finding employees at St. Luke's to constitute a separate appropriate unit would do no more than re-create a circumstance similar to that which existed during the 2007 to 2010 time period. Further, the record discloses that the Employer has operated and continues to operate today with separate bargaining units of RNs at its St. Luke's and California campuses. Lastly, the fact that about half of the employees in the St. Luke's unit work in different (predominately clerical), job classifications than employees working at the other campuses also reduces any risk of disruption in health care by finding the separate unit at St. Luke's to be an appropriate unit.

Finally, I conclude that finding a separate unit to be an appropriate unit at St. Luke's would not risk an undue proliferation of health care units.[23] Indeed, as discussed above, to do otherwise would risk an undue proliferation of units since it would result in a group of residual unrepresented employees at the California, Davies, and Pacific campuses who are in the same or similar job classifications as unit employees.

In sum, neither the corporate merger of CPMC and St. Luke's Hospital in 2007, nor the contractual merger of the two units by the 2010 Agreement, has as yet caused the St. Luke's unit to lose its separate distinct identity. St. Luke's remains a geographically separate, full-service acute care hospital, which provides a full range of patient care, as do each of the Employer's campuses. In addition, the record shows that St. Luke's still has the same departments and provides the same types of services that it has provided for many years.

Upon consideration of the record as a whole, the above-described factors, and the parties' position statements, I find that the Employer and the Intervenor have failed to rebut the presumption of the appropriateness of a single-facility St. Luke's unit. Accordingly, I conclude that each of the petitioned-for units is an appropriate unit based on the following factors: the long history of collective bargaining in the separate St. Luke's unit; the history of collective bargaining in the separate unit covering the Employer's other campuses; the brief duration of collective-bargaining history in a combined unit; the difference in the job classifications, skills and functions of a substantial portion of St. Luke's employees from those of employees at the other campuses; the existence of a residual grouping of unrepresented employees in the same classifications as unit employees if a combined unit were found to be the only appropriate unit; the geographic separation of the St. Luke's campus from other campuses; the lack of significant interchange and contact between St. Luke's employees and employees at other campuses; the lack of significant interchange and contact among employees at all campuses; the existence of some local autonomy with regard to supervision and management at the single facility level; and the lack of evidence that a separate unit at St. Luke's would create an increased risk of disruption in the delivery of health care or of an undue proliferation of units. See *Mercy Sacramento Hospital,* supra*; Children's Hospital of San Francisco,* supra.[24]

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[23] In this regard, I note that in *Children's Hospital of San Francisco,* supra*,* 312 NLRB at 924 fn. 9, the administrative law judge observed that the Employer, which was only comprised of two hospitals at the time, had collective-bargaining relationships with five separate labor organizations.

[24] In reaching my conclusion, I find that the reliance by Employer and Intervenor on *St. Luke's Health System, Inc.,* 340 NLRB 1171 (2003), where the Board found that the single-facility presumption had been overcome, is misplaced. Thus, there was no long-term history of collective bargaining in the petitioned-for units in that case as exists in

III. CONCLUSIONS AND FINDINGS

Based upon the record,[25] I conclude and find as follows:

1. The Hearing Officer's rulings made at the hearing are free from prejudicial error and are affirmed.[26]

2. I find that the Employer is an employer as defined in Section 2(2) of the Act, and is engaged in commerce within the meaning of Section 2(6) and (7) of the Act, and that it will effectuate the purposes of the Act to assert jurisdiction in this case.

3. The Petitioner and the Intervenor are each a labor organization within the meaning of the Act.

4. A question affecting commerce exists concerning the representation of certain employees of the Employer within the meaning of Section 9(c)(1) and Section 2(6) and (7) of the Act.

5. In Case 20–RC–018207, I find that the following unit is an appropriate unit for collective-bargaining purposes:

> All full-time and regular part-time L VN, Sr. L VN, certified nursing assistant, restorative nursing assistant, orthopedic tech, surgical services tech (SST), surgical tech I, surgical tech II, transporter, medical assistant, mental health worker, certified resp. therapist, registered resp. therapist, registered resp. therapist/clinical coordinator, sterile processing tech I, sterile processing tech II, sterile processing tech III, perinatal tech, endoscopy tech, outpatient pharmacy tech, inpatient pharmacy tech, pharmacy tech, pharmacy tech/buyer, lab assistant I, lab assistant II, surgical inventory specialist, inventory specialist, lifter/transporter, mental health worker, medical assistant, sterile processing aide, point of service lead, financial counselor, point of service specialist, financial representative, lead clerk, patient accounting specialist, accounting clerk, float clerk, float clerk & float/collector, legal correspondence clerk, patient representative, self pay financial specialist, preregistration specialist, OR scheduler, secretary I, secretary II, transcriptionist, *UR/QA* assistant, coder I, coder II, monitor tech/ward clerk, ward clerk, cash posting specialist, cashier, registration clerk, admissions/registration clerk, records analyst, customer service representative, department clerk, support services clerk, dietary clerk, PBX operator, receptionist, medical records clerk, union clerk, file clerk, housekeeping aide/linen aide, head housekeeping/linen aide, housekeeping aide/surgical services, lead housekeeping aide/surgical services, food service aide, cook, lead central distribution aide, central distribution aide I, central distribution aide II, rehabilitation aide and quality assurance assistant employed by the Employer at its St. Luke's campus in San Francisco, California; and excluding all other employees, guards and supervisors as defined in the Act.

In Case 20–RC–018214, I find that the following unit is an appropriate unit for collective-bargaining purposes:

> All full-time and regular part-time LVN, Sr. LVN, surgical tech I, surgical tech II, orthopedic tech, surgical services tech (SST), anesthesia technician I, anesthesia technician II, sterile processing tech I, sterile processing tech II, sterile processing tech III, psych tech, hospital attendant, hospital attendant-certified, rehabilitation aide, residential care attendant, senior residential care attendant, parking attendant (employed at the California Campus and hired prior to January 1, 1992), patient care assistant, OB aide, housekeeping aide/linen aide, head housekeeping/linen aide, lead housekeeping aide/surgical services, housekeeping aide/surgical services, food service aide, cook, central distribution aide I, central distribution aide II and lead central distribution aide employed by the Employer at its California, Davies and Pacific campuses located in San Francisco, California; and excluding all other employees, guards and supervisors as defined in the Act.

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the instant case. Secondly, there was much stronger evidence of interchange, both permanent and temporary, in the *St. Luke's* case than in the instant case. ld. at 1173. In this regard, I note that in *St. Luke's,* the Board relied in part on the fact that all float employees were stationed at the site of the petitioned-for facility. Id. at 1173. The same is not true in the instant case. Moreover unlike the situation in the St. Luke's case, the petitioned-for unit at the Employer's St. Luke's campus includes numerous classifications which are not found at the other campuses, a factor which further inhibits interchange and contact between such employees and those at the Employer's other campuses. ld. at 1173. Accordingly, I do not find *St. Luke's* to be controlling in the instant case. For similar reasons, I find *West Jersey Health System,* 293 NLRB 749 (1989), a case also relied upon by the Employer and Intervenor, not to be controlling in the instant case.

I have likewise rejected Petitioner's argument that I should ignore the changes effected by events postdating the filing of the petitions here, including evidence regarding the Agreement merging the St. Luke's unit with the unit of employees at other campuses. Such evidence is plainly relevant in making my decision and I have carefully considered it. Therefore, I agree with the hearing officer's decision to admit evidence regarding postpetition evidence, over the objection of Petitioner. Further, I do not find that the cases cited by Petitioner, in support of its position in this regard to be controlling. Thus, *West Lawrence Care Center,* 305 NLRB 212 (1991), and *U.S. Pillow Corp.,* 137 NLRB 584 (1962), cited by Petitioner, involved multiemployer bargaining situations, whereas the Employer and St. Luke's have been a single employer since 2007. However, I note that the goals of protecting the stability of collective-bargaining relationships and the freedom of employees to choose their representatives, discussed in those cases, are central concerns here as they are in all representation cases.

[25] As noted above, the parties have stipulated to include in the record, as Jt. Exh. 4, their posthearing stipulation regarding the composition of the units in these cases, and I have included Jt. Exh. 4 in the record.

[26] As noted above, I find that the hearing officer made no error in overruling Petitioner's objections and admitting evidence of events occurring after the filing of the petitions.