

**UNITED STATES OF AMERICA  
BEFORE THE NATIONAL LABOR RELATIONS BOARD  
REGION 32**

**DOCTORS HOSPITAL MANTECA, INC. D/B/A  
DOCTORS HOSPITAL OF MANTECA**

**Employer**

**and**

**Case 32-RC-376933**

**SERVICE EMPLOYEES INTERNATIONAL UNION -  
UNITED HEALTHCARE WORKERS WEST**

**Petitioner**

**DECISION AND DIRECTION OF ELECTION**

For the reasons set forth below, I direct an *Armour-Globe*<sup>1</sup> self-determination election of EVS employees to determine whether they want to join an existing non-conforming bargaining unit at Doctors Hospital Manteca, Inc. D/B/A Doctors Hospital of Manteca (the Employer or DHM).<sup>2</sup>

Petitioner, Service Employees International Union-United Healthcare Workers West (the Union), currently represents a single multi-facility and multi-employer bargaining unit of employees who perform their duties at seven different hospitals in California (existing unit).<sup>3</sup> The

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<sup>1</sup> *Armour & Co.*, 40 NLRB 1333 (1942); *Globe Machine & Stamping Co.*, 3 NLRB 297 (1937).

<sup>2</sup> The petitioned-for group of environmental services workers includes one individual with the title Environmental Service Lead. Given there is only one individual in the position of Environmental Service Lead, I shall defer to potential post-election proceedings the issue of whether Environmental Service Leads are statutory supervisors. In the election directed herein, absent the parties' agreement regarding their inclusion/exclusion, the employee in the classification of Environmental Service Lead shall be permitted to vote subject to challenge.

<sup>3</sup> Desert Regional Medical Center:

Included: All full-time, regular part-time, and per diem Service, Maintenance, Technical, Skilled Maintenance and Business Office Employees;

Excluded: All other Employees, managers, supervisors, confidential Employees, guards, physicians, residents, central business office Employees (whether facility based or not) who are solely engaged in qualifying or collection activities or are employed by another Tenet entity, such as Syndicated Office Systems or Patient Financial Services, Employees of outside registries and other agencies supplying labor to the Employer and already represented Employees.

Doctors Medical Center of Modesto:

Included: All full-time, regular part-time, and per diem service, maintenance, technical, skilled maintenance and business office employees;

seven hospitals are all part of the same health system, Tenet Healthcare. The collective bargaining agreement (CBA) covering the existing unit describes the unit facility by facility, with each facility

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Excluded: All other employees, managers, supervisors, confidential employees, guards, physicians, residents, central business office Employees (whether facility based or not) who are solely engaged in qualifying or collection activities or are employed by another Tenet entity, such as Syndicated Office Systems or Patient Financial Services, employees of outside registries and other agencies supplying labor to the Employer and already represented Employees.

Doctors Hospital of Manteca:

Included: All full time, regular part-time, and per diem Service & Maintenance and Business Office Clerical employees;

Excluded: All other employees, managers, supervisors, confidential employees, guards, physicians, residents, central business office Employees (whether facility based or not) who are solely engaged in qualifying or collection activities or are employed by another Tenet entity, such as Syndicated Office Systems or Patient Financial Services, employees of outside registries and other agencies supplying labor to the Employer and already represented Employees.

Emanuel Medical Center:

Included: All full time, regular part-time, and per diem Service & Maintenance, skilled maintenance and Technical employees employed by the Employer at 825 Delbon Ave., Turlock, California;

Excluded: all other employees, confidential employees, physicians, residents, central business office employees (whether facility based or not) who are solely engaged in qualifying or collection activities or are employed by another Tenet entity, such as Syndicated Office Systems or Patient Financial Services, employees of outside registries, registered nurses, traveling nurses, permanent charge nurses, employees of other agencies supplying labor to the Employer, already represented employees, managerial employees, guards, and supervisors within the meaning of the Act.

John F. Kennedy Memorial Hospital:

Included: All full-time, regular part-time, and per diem Service, Maintenance, Technical, Skilled Maintenance, Business Office and Professional Employees;

Excluded: All other Employees, including confidential Employees, office clerical Employees, all other professional Employees (including without limitation physicians and residents), registry nurses, Employees of outside registries and other agencies supplying labor to the Employer, traveling nurses, regularly assigned charge nurses, guards, managers, supervisors, as defined in the Act, and already represented Employees.

San Ramon Regional Medical Center:

Included: Service and Maintenance employees;

Excluded: All other employees, managers, supervisors, confidential employees, guards, physicians, residents, central business office employees (whether facility based or not) who are solely engaged in qualifying or collection activities or are employed by another Tenet entity, such as Syndicated Office Systems or Patient Financial Services, employees of outside registries and other agencies supplying labor to the Employer and already represented employees.

Hi-Desert Medical Center:

Included: All full-time, regular part-time, and per diem service and maintenance, skilled maintenance, and technical employees;

Excluded: All other employees, managers, supervisors, confidential employees, guards, physicians, residents, central business office Employees (whether facility based or not) who are solely engaged in qualifying or collection activities or are employed by another Tenet entity, such as Syndicated Office Systems or Patient Financial Services, employees of outside registries and other agencies supplying labor to the Employer and already represented Employees.

describing its own classifications of employees who are included and excluded. *See* Union Exh. 1 at 2-4.<sup>4</sup> There is no overarching unit description for the existing unit that spans all seven hospitals.

On December 11, 2025, the Union filed a petition seeking an *Armour-Globe* self-determination election to add approximately 28 regular full-time, part time, and per diem housekeeping department/environmental services (EVS) employees, including EVS Leads employed by the Employer, Doctors Hospital of Manteca, at its 1205 E. North St., Manteca CA, 95337 facility to DHM, which is part of the existing unit.

The Employer maintains that the Petition should be dismissed because it seeks to add employees (namely, EVS employees) into a non-cognizable bargaining unit,<sup>5</sup> and therefore the petitioned-for employees do not constitute a distinct and identifiable unit, and the petitioned-for employees do not share a community of interest with the existing unit.

A hearing officer of the Board held a hearing in this matter on December 19, 2025, and the parties orally argued their respective positions prior to the close of the hearing. I have carefully considered the evidence and arguments presented by the parties, along with relevant legal precedent.

## **I. FACTS**

### **A. The Employer's Operation And Bargaining History**

Doctors Hospital of Manteca (DHM), is a 73-bed acute care hospital that provides an array of medical services.<sup>6</sup> Service and maintenance and business clerical employees DHM, as defined in the CBA, have been covered by a series of collective bargaining agreements with the Union. As stated above, the CBA also covers employees who work at other hospital facilities owned by DHM's parent company, Tenet Healthcare (Tenet). While the CBA covers the entire multi-facility and multi-employer unit, the unit is described at the facility level and certain provisions cover only employees of certain facilities. Tr. 11; *see* U Exh. 1 generally.

### **B. EVS Employees in the Existing Multifacility Unit**

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<sup>4</sup> Citations to the Transcript are denoted by "Tr.", followed by the corresponding page numbers. Board Exhibits are denoted as "Bd. Exh." Petitioner Exhibits are denoted "U. Exh."

<sup>5</sup> The Petitioner included in its petition only the portion of the unit description pertaining to employees at Doctors Hospital of Manteca. The Employer argues that this group of employees is not the full existing multifacility unit and therefore the petition was improperly filed. Bd. Exh. 1(e); Tr. 48. The parties do not dispute that the collective bargaining agreement accurately describes the full existing unit. The collective bargaining agreement is entered into the record as Union Exhibit 1. The fact that the Union did not attach the full multifacility unit description, which spans three pages in the CBA between the Union and the signatory hospitals does not warrant a dismissal of the petition given that no party disputes the correct definition of the existing or the petitioned-for unit.

<sup>6</sup> *See* Tr. 7; Doctors Hospital of Manteca, *About Us*, last visited Jan. 2, 2026, <https://www.doctorsmanteca.com/about>.

The CBA describes the existing unit by detailing which groups of employees at each facility are included and which are excluded. U. Exh. 1 at 2-4. Each description lists service and maintenance employees as included in the unit, but some hospitals have additional employees included. *Id.* For example, at John F. Kennedy Memorial Hospital, all full-time, regular part-time, and per diem service, maintenance, technical, skilled maintenance, business office and professional employees are included, while all other employees are excluded. By contrast, at DHM, only full-time, regular part-time, and per diem service and maintenance and business office clerical employees are included, while all other employees are excluded. At San Ramon Regional Medical Center, only service and maintenance employees are included, while other employees are excluded. The CBA continues in this manner for each of the signatory hospitals, specifying which categories of the hospital's employees are included in the multifacility unit. The existing unit is therefore nonconforming under the Board's Health Care Rule, 29 CFR § 103.30, because it includes some but not all of the employees belonging to the categories established in the Rule.

Additionally, despite each hospital's unit description including all service and maintenance employees, the CBA covers only EVS employees at certain hospitals—namely, Emanuel Medical Center, Hi-Desert Medical Center, and San Ramon Regional Medical Center. U. Exh. 1 at 217, 225, 227, 236. In addition to EVS employees appearing in the wage steps for these hospitals, the CBA mandates that Emanuel Medical Center will pay a shift differential of \$1.00 per hour when assigning a relief lead in the EVS department, and the EVS department appears in a list of departments at San Ramon Regional Medical Center. U. Exh. 178-79, 217. EVS employees at other hospitals do not appear in the contract and are not included in the contract's wage steps.

### **C. Community of Interest between EVS Employees at DHM and the Existing Unit**

The Employer employs Environmental Service employees and at least one EVS Lead at DHM. EVS employees are responsible for certain housekeeping tasks in patient rooms and other areas of the hospital. Their duties include cleaning and sanitizing patient care rooms, ensuring linens are properly cleaned and stocked, taking out trash, and maintaining the floors. Tr. 19-23. They perform their duties throughout the hospital including in the Emergency Department, Med-Surg, the ICU, and labor and delivery department when it existed. Tr. 26.

DHM also employs certified nursing assistants (CNA), who are in the existing unit. Both CNA and EVS employees work the day and night shift. Tr. 28. They both use badges to clock in and clock out. Tr. 28. EVS and CNA employees have the same health benefits and 40(k) plan. Tr. 25. The Employer does not require EVS or CNA employees to possess a two year or four year college degree to be hired. Tr. 25. They both wear scrubs although the EVS scrub top is described as being "similar to" a scrub, or "kind of" like a scrub top. Tr. 30. They have different trainings and different break rooms. Tr. 29, 33.

In performing their duties, EVS employees have daily contact with CNAs at DHM. They interact at least at least four to eight times per shift. Tr. 29. For example, when a patient is discharged, a CNA calls an EVS employee to clean the patient room. Tr. 20. Or, when a new patient

arrives, the CNA calls an EVS employee to get the room prepared by taking down the curtains and sanitizing the whole room. Tr. 22. EVS employees are also responsible for floors and trash. In performing these duties, they also interact with CNAs. For instance, if a patient has had a bowel movement, the CNA calls EVS to take out the trash from the room because of the smell. Tr.23. If a patient vomits, bleeds, or there are other fluids, the CNA also calls EVS to clean and replace linens. In addition, when EVS employees are unavailable, a CNA will perform some EVS duties. Tr. 21-22. For example, when the linens are “filled up,” which means overflowing, the CNA will collect the used linens rather than an EVS employee. Tr. 21.

## II. BOARD LAW ON *ARMOUR-GLOBE* ELECTIONS

An *Armour-Globe* self-determination election is the proper method by which a union may add unrepresented employees to an existing unit. *Warner-Lambert Co.*, 298 NLRB 993, 995 (1990). In determining whether such an election is appropriate, “it is necessary to determine the extent to which the employees to be included share a community of interest with unit employees, as well as whether the employees to be added constitute an identifiable, distinct segment so as to constitute an appropriate voting group.” *Id.* A self-determination election may be appropriate regardless of whether the petitioned-for employees may be found to be a separate appropriate unit. *Great Lakes Pipe Line Co.*, 92 NLRB 583, 584 (1950). The unit sought need not be the only, or even the most appropriate unit, so long as it constitutes an appropriate unit. See, e.g., *Overnite Transportation Co.*, 322 NLRB 723, 723 (1996).

Moreover, the Board has found that directing an *Armour-Globe* self-determination election is not contrary to the Health Care Rule even if it adds employees to an already non-conforming unit. *St. Vincent Charity Medical Center*, 357 NLRB 854 (2011).

When deciding whether employees share a community of interest, the Board considers whether the employees are organized into a separate department; have distinct skills and training; have distinct job functions and perform distinct work, including inquiry into the amount and type of job overlap between classifications; are functionally integrated with the Employer's other employees; have frequent contact with other employees; interchange with other employees; have distinct terms and conditions of employment; and are separately supervised. *United Operations, Inc.*, 338 NLRB 123 (2002). The Board may also consider the relevant bargaining history. *Overnite Transp. Co.*, 322 NLRB 723, 724 (1996); *Kalamazoo Paper Box Corp.*, 136 NLRB 134, 137 (1962).

While not a separate community of interest factor, the Board may also consider the diversity of job classifications and functions of the existing unit, where relevant. *Walt Disney Parks and Resorts, U.S.*, 373 NLRB No. 99, slip op. at 6, 11 (2024); *MV Transportation, Inc.*, 373 NLRB No. 8, slip op. at 6 fn. 28 (2023); *Public Service Co. of Colorado*, 365 NLRB 1017, 1017 fn. 4 (2017). In applying the community of interest test to self-determination elections and post-election unit-clarification proceedings, the Board has emphasized that the group sought to be added need not share a community of interest with the entire existing unit, or even a majority of the unit. Rather, it need only have a community of interest with at least a minority of the unit. See e.g., *MV Transportation, Inc.*, supra, slip op. at 7, citing *Public Service Co. of Colorado*, 365 NLRB at 1017. Each unit determination should foster efficient and stable collective bargaining. *Gustave Fisher, Inc.*, 256 NLRB 1069 (1981).

### III. APPLICATION OF BOARD LAW TO THIS CASE

After examining the record as a whole, I find that the petitioned-for employees constitute a distinct and identifiable voting group and share a sufficient community of interest with the existing unit.

#### A. EVS Workers Constitute a Distinct and Identifiable Voting Group

The petitioned-for employees, all EVS workers at DHM, are a distinct and identifiable segment of the Employer's unrepresented employees so as to constitute an appropriate voting group. The petition requests to add approximately 30 EVS workers employed at DHM to the existing unit, which includes all full time, regular part-time, and per diem Service & Maintenance and Business Office Clerical employees at DHM. The group of EVS workers is neither an arbitrary nor a random grouping of employees. Rather, it is a group of employees in the same distinct job classification, who perform a distinct set of tasks, and work throughout DHM. The record is clear that there are no other EVS employees at DHM who are not included in the petitioned-for voting group. Tr. 35-36.

The Petitioner seeks to add only EVS employees at DHM and not all service and maintenance employees at other hospitals. This is consistent with the parties' bargaining history as reflected in the CBA. The CBA clearly establishes that EVS employees at Emanuel Medical Center, Hi-Desert Medical Center, and San Ramon Regional Medical Center, are already represented by the Union, by facility by facility. U. Exh. 1 at 217, 225, 227, 236. Further, each hospital in the existing unit uses the identical phrase "service and maintenance employees" in the description of the unit as it pertains to each facility. In this context, it is clear that the parties have already accepted that there is a rational basis to group segments of the existing unit by facility, and that EVS employees may be addressed separately from other service and maintenance employees.

The Board in *West Virginia*<sup>7</sup> recognized that a Regional Director may direct a self-determination election to add employees to a preexisting unit employed by an acute care hospital even if the unit does not include all remaining unrepresented employees that fall within one of the eight units set forth in its Health Care Rules in Sec. 103.30(a). See, *St. Vincent Charity Medical Center*, 357 NLRB 854, 856 (2011); see also *Rush University Medical Center v. NLRB*, 833 F.3d 202, 204-208 (D.C. Cir. 2016) (explaining that Sec. 103.30(c) of the Board's Health Care Rule applies by its terms only to a petition for additional units, and that an *Armour-Globe* self-determination election, by its nature, does not involve the creation of any "additional units" but rather "the inclusion of additional unrepresented employees in an already-existing unit"). It also recognized that a Regional Director may rely on the Board's appropriate unit/community of interest determinations in the Health Care Rule, even if the unit does not strictly conform to any of the designated health care units.

Therefore, limiting the addition of EVS employees to the existing unit at DHM is not arbitrary. Such an addition aligns with the existing unit description, which is composed of

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<sup>7</sup> *West Virginia University Hosp., Inc.*, Case 06-RC-319142, 2024 WL 726191 (2024).

different combinations of employee classifications at different hospital locations. See U Exh. 1 at 2-4. It also aligns with the long-standing bargaining history that describes units by facility. Therefore, the petitioned-for employees constitute an appropriate voting group. See *St. Vincent Charity Med. Ctr.*, 357 NLRB at 855 (phlebotomists, while small, is neither an arbitrary nor a random grouping of employees); *Warner-Lambert Co.*, 298 NLRB at 995.

## **B. EVS Workers Share a Community of Interest with CNAs in the Existing Unit**

In examining whether there is a community of interest, no one factor is determinative or entitled to greater inherent weight. See, e.g., *Publix Super Markets*, 343 NLRB 1023, 1027 (2004); *Bradley Steel, Inc.*, 342 NLRB 215 (2004); *Trumbull Memorial Hospital*, 338 NLRB 900 (2003); *United Operations, Inc.*, 338 NLRB 123. I find a community of interest by weighing all the relevant factors below.

### ***Organization of the Plant***

An important consideration in any unit determination is whether the proposed unit conforms to an administrative function or grouping of an employer's operation. Record evidence shows that EVS employees perform housekeeping work in various departments of the hospital, including the emergency department, med-surg department, intensive care unit, and the cafeteria. The labor and delivery unit of the hospital was recently removed, but EVS employees performed housekeeping work in the labor and delivery unit until its closure. Tr. 26. Record evidence shows that bargaining-unit employees, including CNAs, also perform work in multiple departments of the Employer's operation. Tr. 21. The departments where EVS employees perform work overlap at least in part with departments where bargaining unit CNAs perform work. Tr. 29. It is true that EVS employees and CNAs or another class of bargaining unit members do not themselves make up a department of their own. However, EVS workers work throughout the hospital, as do other existing bargaining unit members. This factor therefore weighs in favor of finding a community of interest.

### ***Job Duties, Functional Integration, and Contact***

Evidence that employees perform the same basic function or have the same duties, that there is a high degree of overlap in job functions or of performing one another's work, or that disputed employees work together as a crew all support a finding of similarity of functions. Job duties need not be completely identical or interchangeable to weigh in favor of finding a community of interest. See *Walt Disney Parks & Resorts, U.S., Inc.*, 373 NLRB No. 99, citing *IKEA Distribution Services, Inc.*, 370 NLRB No. 109, slip op. at 11 (2021).

Functional integration refers to when employees' work constitutes integral elements of an employer's production process or business. Thus, for example, functional integration exists when employees in a unit sought by a union work on different phases of the same product or as a group provides a service. Evidence that employees work together on the same matters, have frequent contact with one another, and perform similar functions is relevant when examining whether functional integration exists. *Transerv Systems*, 311 NLRB 766 (1993). Also relevant is the amount of work-related contact among employees, including whether they work beside one

another. Thus, it is important to examine the amount of contact petitioned-for employees have with the existing unit. See e.g., *Casino Aztar*, 349 NLRB 603, 605-606 (2007). The Board has found an *Armour-Globe* election to be appropriate based primarily on a high degree of functional integration and contact between employees, even where other factors are neutral or weigh against inclusion in the existing unit. *Union Elec. Co.*, Case 14-RC-278595, 2021 WL 5447985 at fn. 1 (2021).

In this case, the primary job duties of EVS employees at DHM are distinct from the primary job duties of other DHM employees in the existing unit. However, EVS workers at DHM have close contact with the existing unit at DHM, and their work is functionally integrated. The primary job duty for EVS employees is to ensure the cleanliness of the hospital, including necessary cleaning tasks in and around patient care rooms. The primary job duty of a CNA is to assist patients with their daily activities. This includes feeding and bathing patients, getting them ready for the day, and cleaning their rooms. Tr. 18-19. While the primary duty for each role is different, the two classifications contribute to the Employer's goal of providing safe medical care to patients. EVS employees and CNAs share responsibility over the cleanliness of patient rooms and work closely together to perform their duties. This results in close contact and a high degree of functional integration between CNAs and the petitioned-for EVS workers at DHM which weighs in favor of finding community of interest.

EVS workers clean patient rooms regularly, including during a patient's stay when CNAs are present and performing care tasks for patients. Tr. 19-20, 30. CNAs interact with EVS workers at least four to eight times per shift and often call them for help with tasks. When a patient is discharged from the hospital or is otherwise moved from their room, a CNA must call EVS and have them come clean and sanitize the room before it can be used for a new patient. Tr. 22. If something happens in the patient room that results in any bodily fluids being present, CNAs must clear the fluids before calling EVS to sanitize the area. Tr. 20, 23. The same is true if a bedridden patient has a bowel movement. The CNA is responsible for changing and cleaning the patient. Once the CNA disposes of any waste in the trash, the CNA will call EVS to request that they take out the trash in order to prevent an odor in the room. Tr. 23. Such procedures show that both sets of employees are in regular contact with the other. They also routinely perform tasks that are different phases of the same service and "necessarily depend on each other to accomplish their respective tasks," evidencing functional integration. See *MV Transportation, Inc.*, 373 NLRB No.8, slip op. at 7; see also *Publix Super Markets, Inc.*, 343 NLRB at 1024-25; *Transerv Systems*, 311 NLRB 766.

Sometimes when no EVS workers are available, CNAs perform EVS job duties like collecting and taking out soiled linens. Tr. 20-21; 34. A CNA witness testified, "When EVS workers aren't available, then it falls back on us to do it." Tr. 21. Such shared responsibility represents more than mere camaraderie at the workplace and results in more than merely sporadic overlap of job tasks between EVS workers and CNAs from the existing unit. *Cf. Maxim's De Paris Suite Hotel*, 285 NLRB at 378 (1987) (occasionally moving furniture and one-time movement of television sets in response to an earthquake were sporadic and did not represent a true overlap of job functions); *Omni International Hotel*, 283 NLRB 475 (1987) (employees assisting those in other departments with assembling shelves or construction of a kitchen bulletin board were sporadic and did not reveal overlap of job functions).

In this case, the frequent contact between CNAs and EVS employees at DHM, their shared responsibility for maintaining patient rooms, and the fact that CNAs perform EVS job duties when EVS employees are not available, all weigh in favor of finding a community of interest.

### ***The Nature of Employee Skills and Training***

This factor examines whether the disputed employees can be distinguished from one another on the basis of skills and training. If they cannot be distinguished, this factor weighs in favor of including the disputed employees in one unit. Evidence that disputed employees have similar requirements to obtain employment; that they have similar job descriptions or licensure requirements; that they participate in the same Employer training programs; and/or that they use similar equipment supports a finding of similarity of skills. *Casino Aztar*, 349 NLRB 603; *J.C. Penney Company, Inc.*, 328 NLRB 766 (1999); *Phoenician*, 308 NLRB 826 (1992).

In this case, I find that this factor does not weigh heavily either for or against finding a community of interest. Record evidence establishes that the EVS position does not require a two-year or four-year college degree. Tr. 25. Neither does the CNA position require a two-year or four-year college degree. *Id.* The record does not establish whether additional skill or training is required to obtain employment as an EVS worker, a CNA, or any other bargaining unit employee. Upon hire, CNAs must complete training specific to their position on the Employer's equipment and materials. Tr. 33. There is no evidence that EVS employees take part in any shared training with CNAs or other bargaining unit employees. EVS employees seem to share no particular similarity with the existing unit with respect to training, but neither are they particularly distinguishable from unit employees. Therefore, this factor is neutral.

### ***Interchange Between Employees***

Interchangeability refers to temporary work assignments or transfers between two groups of employees. Frequent interchange "may suggest blurred departmental lines and a truly fluid work force with roughly comparable skills." *Hilton Hotel Corp.*, 287 NLRB 359, 360 (1987).

In this case, record evidence of interchange between EVS workers and the existing unit is limited to CNAs sometimes performing EVS tasks when EVS staff are unavailable (discussed above). Bargaining unit employees do not receive temporary transfers to the EVS department or vice versa. The Union gave evidence that a single EVS employee left the Employer, went back to school, and came back to work for the Employer as a monitor tech, which is a unit position. Tr. 31; U Exh. 1 at 128. This change in position is not properly considered a "transfer" or evidence of interchange, as the employee left the Employer to gain additional skills and training and presumably reapplied to work for the Employer on their return.

I therefore find that record evidence is insufficient to establish frequent interchange between the EVS team and bargaining unit employees, and this factor does not support finding a community of interest.

### ***Common Supervision***

Another community of interest factor is whether the employees are commonly supervised. In examining common supervision, most important is the identity of employees' supervisors who have the authority to hire, to fire or to discipline employees (or effectively recommend those actions) or to supervise the day-to-day work of employees, including rating performance, directing and assigning work, scheduling work, or providing guidance on a day-to-day basis. *Executive Resources Associates*, 301 NLRB 400, 402 (1991); *NCR Corp.*, 236 NLRB 215 (1978). Common supervision weighs in favor of placing the employees into one unit. The fact that two groups of employees are separately supervised weighs against their inclusion in the same unit. However, separate supervision does not mandate separate units. *Casino Aztar*, supra at 607, fn 11.

The record in this case contains scant evidence as to reporting structure. CNAs report to the Director of Nursing. Tr 32-33. There is no evidence as to the supervisory or reporting structure for EVS employees or for any bargaining unit employee other than CNAs. As a matter of common sense, it is unlikely that EVS employees report to the Director of Nursing, given that they do not provide patient care. This factor does not weigh in favor of finding community of interest.

### ***Terms and Conditions of Employment***

Terms and conditions of employment include whether employees receive similar wage ranges and are paid in a similar fashion (for example hourly); whether employees have the same fringe benefits; whether employees work similar hours; and whether employees are subject to the same work rules, disciplinary policies and other terms of employment that might be described in an employee handbook. *Bradley Steel, Inc.*, 342 NLRB 215; *United Rentals, Inc.*, 341 NLRB 540 (2004). Some differences in employment terms "may reasonably be expected in the *Armour-Globe* context" because unit employees' terms have been obtained through the collective bargaining process. *Pub. Serv. Co. of Colo.*, 365 NLRB 1017 at fn. 4.

In the instant case, the record reveals that EVS employees share some common terms and conditions of employment with CNAs. EVS employees and CNAs are entitled to be members of the same Employer-provided health insurance plan and contribute to the same 401(k) retirement plan. Tr. 25. EVS employees and CNAs are required to wear similar scrubs when working. Tr. 30. Both sets of employees are required to wear a badge and use it to clock in and out for their shifts and lunch breaks. Tr. 28. EVS employees usually use a separate breakroom from CNAs. Tr. 29. EVS employees work similar hours as CNAs, and their overlapping hours allow frequent contact. Tr. 29. The record does not contain evidence as to how EVS employees are paid (salary or hourly), how much they are paid, or whether they are subject to an employee handbook or other policies that apply to the existing unit.

Overall, record evidence establishes EVS employees share some similar terms and conditions of employment with the existing unit because they are members of the same health insurance plans and retirement plans, wear similar uniforms, and clock in and out in the same way as bargaining unit CNAs. The fact that they usually use separate breakrooms is not enough to combat the otherwise similar terms of work and benefits, particularly when some differences in terms and conditions of work are to be expected in the *Armour-Globe* context. Lack of evidence

regarding other terms and conditions of work does not rebut the similarities. This factor therefore weighs slightly in favor of finding a community of interest.

### ***Bargaining history***

In determining the appropriateness of a bargaining unit, prior bargaining history—where present—is given significant weight. *Overnite Transp. Co.*, 322 NLRB 723, 724; *Kalamazoo Paper Box Corp.*, 136 NLRB 134, 137.

The bargaining history in this case is reflected in the CBA. It is true that the petitioned-for EVS employees at DHM have not historically been subject to the collective bargaining agreement covering the existing unit. However, that agreement should, by its plain language, include EVS employees at DHM, given that the recognition section includes “[a]ll full time, regular part-time, and per diem Service & Maintenance and Business Office Clerical employees” employed at DHM (U Exh. 1 at 3) and that the Board has held that housekeeping or janitorial workers belong in service and maintenance units of nonprofessional employees (*Gnaden Huetten Memorial Hospital*, 219 NLRB 235, 236-37 (1975); *Barnert Memorial Hospital Center*, 217 NLRB 775, 784 (1975)). The CBA also clearly includes EVS employees working at other hospitals in the existing unit. U. Exh. 1 at 178-179, 217, 225, 227.

The Union argues that the non-inclusion of the EVS employees at DHM is a historical accident that it seeks to correct through this petition. Tr. 43-44. The Union also argues that adding DHM EVS employees to the existing unit would bring it closer to a conforming unit of all service and maintenance employees under the Board’s Health Care Rule. Tr. 44; see 29 CFR 103.30. The Union further argued at hearing it should be entitled to a presumption that the EVS employees at DHM would be properly housed in a unit defined to include all service and maintenance employees at the Employer’s facility. Tr. 6-9. The Employer argued the opposite: that the Union is not entitled to any such presumption. Tr. 48-49. I do not rely on the Union’s argument and make my community of interest finding based on the record evidence and without applying such a presumption.

The Employer argues that the Union does not seek to perfect a service and maintenance unit under the Health Care Rule because it does not seek to add other employees who would fall into a service and maintenance unit at any of the other hospitals covered by the collective bargaining agreement. Tr. 49. However, a union is not required to perfect a nonconforming unit in order to add employees via a self-determination election. Nor is the Union required to add all remaining residual service and maintenance employees at DHM or at all of the hospitals covered by the contract. See *St. Vincent Charity Med. Ctr.*, 357 NLRB 854; see also *Rush University Medical Center v. NLRB*, 833 F.3d 202 (D.C. Cir. 2016) (approving application of *St. Vincent Charity Med. Ctr.* to find that a self-determination election was appropriate to decide whether some, but not all, of the employer’s unrepresented nonprofessional employees wished to join a preexisting nonconforming unit consisting of some, but not all, of the nonprofessional and skilled maintenance employees); *West Virginia University Hosp., Inc.*, Case 06-RC-319142, 2024 WL 726191 at fn. 1 (2024) (Board citing *Rush University Medical Center*, supra, for this proposition).

I am particularly persuaded by the Union's argument that the existing nonconforming unit including service and maintenance employees at DHM is the only appropriate place for the petitioned-for EVS employees to go. Tr. 7, 46-47. Notably, EVS employees are already included in existing units that include "service and maintenance" employees, facility by facility or hospital by hospital. Further, the Board has found that "in connection with the Health Care Rulemaking, nonprofessionals at an acute care hospital have a presumptive community of interest with all other nonprofessionals." *Vincent Charity Med. Ctr.*, 357 NLRB at 855; 29 CFR § 103.30. A finding to the contrary would result in the proliferation of bargaining units, which both the Act and the Health Care Rule disfavor.

### ***Community of Interest Conclusion***

After examining the record as a whole and weighing the community of interest factors, I find that the petitioned-for EVS employees at DHM share a community of interest with at least some portion of the existing unit, namely the CNAs at DHM. While not organized into a separate department together, both EVS employees and CNAs work in multiple departments of the Employer's operation. They maintain frequent and close work-related contact with each other, interacting on work-related matters at least four to eight times per shift. CNAs and EVS employees are functionally integrated. They "necessarily depend on each other to accomplish their respective tasks," and they work on different stages of the same tasks in maintaining patient rooms and supporting patient care. See *MV Transportation, Inc.*, 373 NLRB No. 8; *Public Service Co. of Colorado*, 365 NLRB 1017. Though the two classifications do not receive temporary reassignment to the other group, the record shows that CNAs and EVS employees share responsibility for the cleanliness of patient rooms. When EVS employees are unavailable, CNAs must perform some EVS duties. This constitutes a high degree of functional integration that is more than mere workplace camaraderie or merely sporadic overlap of job tasks. See *Maxim's De Paris Suite Hotel*, 285 NLRB at 378; *Omni International Hotel*, 283 NLRB 475. The Board has found an *Armour-Globe* election to be appropriate based primarily on a high degree of functional integration and contact between employees, even where other factors are neutral or weigh against inclusion in the existing unit. *Union Elec. Co.*, Case 14-RC-278595, 2021 WL 5447985 at fn. 1 (2021).

While CNAs must complete additional Employer-specific training after hire, there is nothing in the record to distinguish the CNAs from EVS workers in terms of skills or training necessary for hire. The record does not establish the supervisory structure for EVS employees, so it cannot be compared to the supervision of CNAs or any other unit employee. The record does not support frequent interchange in the form of temporary or permanent transfers between EVS workers and CNAs or any other unit classification. However, no one factor is determinative or entitled to greater inherent weight. See, e.g., *Publix Super Markets*, 343 NLRB at 1027; *Bradley Steel, Inc.*, 342 NLRB 215; *Trumbull Memorial Hospital*, 338 NLRB 900; *United Operations, Inc.*, 338 NLRB 123.

Aside from separate breakroom facilities, CNAs and EVS employees share common terms and conditions of employment. They are required to wear similar type scrub clothing when working, wear a badge, and use their badge to clock in and out for shifts and lunch breaks. They are entitled to participate in the same health insurance plan and contribute to the same retirement plan, two major benefits.

The bargaining history in this case supports the inclusion of EVS employees at DHM. Though they have not historically been subject to the collective bargaining agreement, the current agreement would otherwise include them by its plain terms. The existing unit is an appropriate unit for the petitioned-for employees. A finding to the contrary would result in unnecessary proliferation of bargaining units, which would not foster efficient and stable collective bargaining.

Based on the above factors, I therefore find that the EVS employees share a community of interest with the existing unit.

### **CONCLUSION**

In determining that the petitioned-for EVS employees are a distinct and identifiable segment of employees, and that they share a community of interest with the existing unit, I have concluded that the petitioned-for EVS employees are an appropriate voting group. I conclude, therefore, that the unit sought by Petitioner is appropriate.

Based upon the entire record in this matter and in accordance with the discussion above, I conclude and find as follows:

1. The hearing officer's rulings made at the hearing are free from prejudicial error and are hereby affirmed.
2. The Employer is engaged in commerce within the meaning of the Act, and it will effectuate the purposes of the Act to assert jurisdiction herein.<sup>8</sup>
3. The Petitioner is a labor organization within the meaning of Section 2(5) of the Act and claims to represent certain employees of the Employer.
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. The following employees of the Employer constitute a unit appropriate for the purpose of collective bargaining within the meaning of Section 9(b) of the Act:

All regular full-time, part time, and per diem Housekeeping and Environmental Services (EVS) employees employed by the Employer, Doctors Hospital of Manteca, at its facility located at 1205 E. North St., Manteca, CA 95337; excluding

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<sup>8</sup> Doctors Hospital of Manteca, Inc. d/b/a Doctors Hospital of Manteca, a California corporation, with an office and place of business located in Manteca, California provides healthcare services. During the past twelve months, the Employer derived gross revenues in excess of \$250,000 and purchased and received goods or services valued in excess of \$5,000 which originated outside the State of California.

employees represented by a labor organization, guards, managers, and supervisors as defined in the Act.

If a majority of the valid ballots in the election are cast for the Petitioner, the employees in the above appropriate voting group will be deemed to have indicated their desire to be included in the existing unit of employees currently represented by the Petitioner, and it shall bargain for those employees as part of that unit. If a majority of the valid ballots are cast against representation, the employees will be deemed to have indicated their desire to remain unrepresented, and I will issue a certification of results of election to that effect.

**OTHERS PERMITTED TO VOTE:**

Employees in the classification of Environmental Services Lead may vote in the election, but their ballots will be challenged since their eligibility has not been resolved. No decision has been made regarding whether the individuals in these classifications or groups are included in, or excluded from, the bargaining unit. The eligibility or inclusion of these individuals will be resolved, if necessary, following the election.

**DIRECTION OF ELECTION**

The National Labor Relations Board will conduct a secret ballot election among the employees in the unit found appropriate above. Employees will vote whether or not they wish to be represented for purposes of collective bargaining by Service Employees International Union - United Healthcare Workers West.

**A. Election Details**

The election will be held on Tuesday, February 17, 2026 from 6:00 p.m. to 8:00 p.m. and Wednesday, February 18, 2026 from 6:30 a.m. to 8:30 a.m. at the Employer's premises, Administrative Conference Room, located at 1205 E. North St. Manteca, CA 95337.

**B. Voting Eligibility**

Eligible to vote are those in the unit who were employed during the payroll period ending January 24, 2026, including those who did not work during that period because they were ill, on vacation, or temporarily laid off. Also eligible to vote are all employees in the unit who have worked an average of four (4) hours or more per week during the 13 weeks immediately preceding the eligibility date for the election. In a mail ballot election, employees are eligible to vote if they are in the unit on both the payroll period ending date and on the date they mail in their ballots to the Board's designated office.

Employees engaged in an economic strike, who have retained their status as strikers and who have not been permanently replaced, are also eligible to vote. In addition, in an economic strike that commenced less than 12 months before the election date, employees engaged in such

strike who have retained their status as strikers but who have been permanently replaced, as well as their replacements, are eligible to vote. Unit employees in the military services of the United States may vote if they appear in person at the polls.

Also eligible to vote using the Board's challenged ballot procedure are those individuals employed in the classifications whose eligibility remains unresolved as specified above and in the Notice of Election.

Ineligible to vote are (1) employees who have quit or been discharged for cause since the designated payroll period, and, in a mail ballot election, before they mail in their ballots to the Board's designated office; (2) striking employees who have been discharged for cause since the strike began and who have not been rehired or reinstated before the election date; and (3) employees who are engaged in an economic strike that began more than 12 months before the election date and who have been permanently replaced.

### C. Voter List

As required by Section 102.67(l) of the Board's Rules and Regulations, the Employer must provide the Regional Director and parties named in this decision a list of the full names (that employees use at work), work locations, shifts, job classifications, and contact information (including home addresses, available personal email addresses, and available home and personal cell telephone numbers) of all eligible voters. The Employer must also include in a separate section of that list the same information for those individuals who, according to this direction of election, will be permitted to vote subject to challenge.

To be timely filed and served, the list must be *received* by the regional director and the parties by **Tuesday, February 10, 2026**. The list must be accompanied by a certificate of service showing service on all parties. **The region will no longer serve the voter list.**

Unless the Employer certifies that it does not possess the capacity to produce the list in the required form, the list must be provided in a table in a Microsoft Word file (.doc or docx) or a file that is compatible with Microsoft Word (.doc or docx). The first column of the list must begin with each employee's last name and the list must be alphabetized (overall or by department) by last name. Because the list will be used during the election, the font size of the list must be the equivalent of Times New Roman 10 or larger. That font does not need to be used but the font must be that size or larger. A sample, optional form for the list is provided on the NLRB website at [www.nlr.gov/what-we-do/conduct-elections/representation-case-rules-effective-april-14-2015](http://www.nlr.gov/what-we-do/conduct-elections/representation-case-rules-effective-april-14-2015).

When feasible, the list shall be filed electronically with the Region and served electronically on the other parties named in this decision. The list may be electronically filed with the Region by using the E-filing system on the Agency's website at [www.nlr.gov](http://www.nlr.gov). Once the website is accessed, click on **E-File Documents**, enter the NLRB Case Number, and follow the detailed instructions.

Failure to comply with the above requirements will be grounds for setting aside the election whenever proper and timely objections are filed. However, the Employer may not object to the failure to file or serve the list within the specified time or in the proper format if it is responsible for the failure.

No party shall use the voter list for purposes other than the representation proceeding, Board proceedings arising from it, and related matters.

#### **D. Posting of Notices of Election**

Pursuant to Section 102.67(k) of the Board's Rules, the Employer must post copies of the Notice of Election accompanying this Decision in conspicuous places, including all places where notices to employees in the unit found appropriate are customarily posted. The Notice must be posted so all pages of the Notice are simultaneously visible. In addition, if the Employer customarily communicates electronically with some or all of the employees in the unit found appropriate, the Employer must also distribute the Notice of Election electronically to those employees. The Employer must post copies of the Notice at least 3 full working days prior to 12:01 a.m. of the day of the election and copies must remain posted until the end of the election. For purposes of posting, working day means an entire 24-hour period excluding Saturdays, Sundays, and holidays. However, a party shall be estopped from objecting to the nonposting of notices if it is responsible for the nonposting, and likewise shall be estopped from objecting to the nondistribution of notices if it is responsible for the nondistribution. Failure to follow the posting requirements set forth above will be grounds for setting aside the election if proper and timely objections are filed.

#### **RIGHT TO REQUEST REVIEW**

Pursuant to Section 102.67 of the Board's Rules and Regulations, a request for review may be filed with the Board at any time following the issuance of this Decision until 10 business days after a final disposition of the proceeding by the Regional Director. Accordingly, a party is not precluded from filing a request for review of this decision after the election on the grounds that it did not file a request for review of this Decision prior to the election. The request for review must conform to the requirements of Section 102.67 of the Board's Rules and Regulations.

A request for review must be E-Filed through the Agency's website and may not be filed by facsimile. To E-File the request for review, go to [www.nlr.gov](http://www.nlr.gov), select E-File Documents, enter the NLRB Case Number, and follow the detailed instructions. If not E-Filed, the request for review should be addressed to the Executive Secretary, National Labor Relations Board, 1015 Half Street SE, Washington, DC 20570-0001, and must be accompanied by a statement explaining the circumstances concerning not having access to the Agency's E-Filing system or why filing electronically would impose an undue burden. A party filing a request for review must serve a copy of the request on the other parties and file a copy with the Regional Director. A certificate of service must be filed with the Board together with the request for review. Neither the filing of a request for review nor the Board's granting a request for review will stay the election in this matter unless specifically ordered by the Board.

Dated: February 6, 2026

A handwritten signature in black ink, appearing to read 'Kwon', written over a horizontal line.

Christy J. Kwon  
Regional Director  
National Labor Relations Board  
Region 32  
1301 Clay St Ste 1510N  
Oakland, CA 94612-5224