

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

**SUTTER VNA AND HOSPICE DBA SUTTER CARE AT
HOME (ALAMEDA HOSPICE)**

Employer

and

Case 32-RC-388749

**NATIONAL UNION OF HEALTHCARE WORKERS
(NUHW)**

Petitioner

DECISION AND DIRECTION OF ELECTION

Sutter VNA and Hospice DBA Sutter Care at Home (Employer or SCAH or Alameda Hospice) is a California non-profit corporation engaged in the provision of in-home hospice care, with a facility located at 1025 Atlantic Ave, Suite 100, Alameda, CA 94501. On June 11, 2026, the National Union of Healthcare Workers (Petitioner or Union or NUHW) filed a representation petition under section 9(c) of the National Labor Relations Act (the Act).¹ Petitioner currently represents a mixed bargaining unit comprised of professional and non-professional employees (existing unit):

All full-time, regular part-time, and per diem Hospice Case Managers, Hospice Nurse II, Hospice Nurse III, Hospice Nurse Practitioners, Hospice Medical Social Workers, Chaplains II, Bereavement Counselors II, and Hospice Aides employed by the Employer at its facility located at 1025 Atlantic Ave, Suite 100, Alameda, CA 94501.^{2 3}

By the instant petition, Petitioner now seeks an *Armour-Globe*⁴ self-determination election to add the following professional classifications to the existing unit:

¹ Board Ex. 1(a).

² The existing unit was certified in October 2022 following a Sonotone election (90 NLRB 1236, 1241–42 (1950)) conducted under the stipulated election agreement in Case 32-RC-301695. Hospice Aides were the sole classification in Voting Group – Unit B (Non-Professional Unit), while all other classifications voted in Voting Group – Unit A (Professional Unit). Although the Parties agreed that Bereavement Counselors III were professional employees, their eligibility to vote was not resolved, and they were permitted to cast challenged professional ballots. The challenges were not determinative, leaving the question of whether Bereavement Counselors III should be included in the unit unresolved. Neither party filed a Unit Clarification petition in the months following certification. The Parties subsequently entered a collective-bargaining agreement effective July 9, 2024 through January 8, 2026, which excluded Bereavement Counselors III from the unit. Accordingly, an *Armour-Globe* election is an appropriate mechanism for the Union to pursue at this time.

³ The current number of employees in the existing bargaining unit is not found in the record.

⁴ *Armour & Co.*, 40 NLRB 1333 (1942); *Globe Machine & Stamping Co.*, 3 NLRB 297 (1937).

All full-time, regular part-time, and per diem Bereavement Counselors III and Volunteer Program Specialists employed by the Employer at its facility located at 1025 Atlantic Ave, Suite 100, Alameda, CA 94501.⁵

A hearing officer of the National Labor Relations Board (the Board) held a hearing in this matter on June 24, 2026.⁶ Prior to hearing, the parties stipulated, and I find that, pursuant to Section 9(b) of the Act, the petitioned-for unit constitutes a distinct and identifiable segment of the Employer's employees.⁷ The only issue before me is whether the petitioned-for group of employees shares a community of interest with the employees in the existing bargaining unit.

Having carefully considered the entire record, and as further explained below, I find that the Bereavement Counselor III and Volunteer Program Specialist share a community of interest with the existing unit. Accordingly, I am directing a *Sonotone*, self-determination election to allow the Bereavement Counselor III and Volunteer Program Specialist to decide whether to join the existing mixed unit of professional and non-professional employees currently represented by Petitioner or remain unrepresented.

I. THE EMPLOYER'S OPERATION

The Employer operates a hospice care company, providing hospice care services at patients' homes and at skilled nursing facilities, as well as bereavement services primarily for caregivers and families of deceased hospice patients. The Employer also maintains a volunteer program that provides companionship to hospice patients. The Employer does not maintain its own clinical facilities, instead servicing patients and clients in the field.

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).

⁵ There is currently one incumbent employee in each of the petitioned-for classifications.

⁶ The Employer failed to timely file their Statement of Position in response to the instant RC petition. Consequently, the Employer was precluded from litigating in this matter. Tr. 9. Hearing Officer Crouther admitted the Employer's would-be exhibits as Board Exhibits 3 through 6. The Employer's would-be witness, Hospice Administrator Grace Spencer, testified as a Board witness and was questioned by Hearing Officer Crouther in the interest of developing a fulsome record. The Employer also gave an offer of proof, which was rejected by the hearing officer. In its offer of proof, the Employer argued only that the petitioned-for classifications lack a community of interest with the existing unit. Tr. 12-13.

⁷ Board Ex. 2.

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).

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

A. Organization of the Workplace

In weighing department organization in the *Armour-Globe* context, the Board considers whether the proposed unit employees work in the same department as the existing unit employees. See *Public Service Co. of Colorado*, 365 NLRB 1017 at 1017 fn. 4 (2017) (self-determination election appropriate where “most of the planners work in the same department as unit maintenance employees, and all of the planners are more broadly part of the energy supply area”). The Board also generally looks to whether the petitioned-for voting group conforms to an administrative function or grouping of an employer’s operation. For example, the Board would not approve a unit consisting of some, but not all, of an employer’s production and maintenance employees. See, *Check Printers, Inc.*, 205 NLRB 33 (1973).

Here, the Employer’s workplace is organized broadly into three groupings: the clinical team, the psychosocial team, and the office team. Tr. 116-17. The clinical team includes RN (registered nurse) case managers, team nurses, staff of care nurses, health aides, and the hospital liaison, all of whom are in the existing bargaining unit except for the hospital liaison. Tr. 116-17. The office team includes chart completion representatives and schedulers, who are not in the bargaining unit. Tr. 117. The psychosocial team includes social workers, chaplains, bereavement counselors, and the volunteer team.⁸ Tr. 117. Thus, the Bereavement Counselor III and the

⁸ Hospice Administrator Grace Spencer testified that the volunteer team is sometimes understood to be within the psychosocial team and at other times seen as distinct. Tr. 122. Spencer further testified that the Volunteer Program Specialist works closely with the psychosocial team and attends the monthly meetings Spencer holds with the psychosocial team. Tr. 123.

Volunteer Program Specialist, the two classifications for which the Union now seeks an *Armour-Globe* election, are part of the psychosocial team. All employees in the psychosocial team apart from these two classifications are in the existing bargaining unit. Tr. 117.

Thus, I find that this factor weighs in favor of finding that both the Bereavement Counselor III and Volunteer Program Specialist share a community of interest with the existing bargaining unit.

B. Interchange and Contact Among 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). As a result, the Board has held that the frequency of employee interchange is a critical factor in determining whether employees who work in different groups share a community of interest sufficient to justify their inclusion in a single bargaining unit. *Executive Resource Associates*, 301 NLRB 400, 401 (1991), citing *Spring City Knitting Co. v. NLRB*, 647 F.2d 1011, 1015 (9th Cir. 1081). Also relevant is the amount of work-related contact among employees, including whether they work beside one another. Thus, it is important to compare the amount of contact employees in the unit sought by a union have with one another. See for example, *Casino Aztar*, 349 NLRB 603, 605-606 (2007).

i. Bereavement Counselor III

The record reveals that Bereavement Counselor IIs, members of the existing unit, frequently interchange with the Bereavement Counselor III. In the first place, the duties of Bereavement Counselors II and III are highly overlapping, as discussed *infra*. Where the Bereavement Counselor III does have distinct duties, the record establishes that Bereavement Counselor IIs often fill in for these duties. The Bereavement Counselor III’s distinct job duties include bereavement client intake, data collection, running public relations/educational programs, and generally reporting up to Hospice Administrator Grace Spencer regarding the bereavement department. Tr. 50, 65-66, 118-19. Client intake involves checking a voicemail inbox and making calls to prospective clients. Tr. 50. Data collection involves tracking hours worked and categorizing them based on whether the clients come to the bereavement team as a friend or family of a now-deceased hospice patient, or else from the community at large. Tr. 65. This data is required for compliance with not-for-profit regulatory requirements for community benefits. Tr. 65. The Bereavement Counselor III must collect the data from whomever has it—the Volunteer Program Specialist, chaplains, Bereavement Counselor IIs, or others—then categorize it and send it to the Employer’s “data guy.” Tr. 65-66. Public relations and educational programs involve public outreach events such as tabling and external presentations. Tr. 118-19, 124-25.

The record reveals that Bereavement Counselor IIs have frequently interchanged with the Bereavement Counselor III in these distinct duties. Bereavement Counselor III Julia Boekelheide testified that she took maternity leave in 2020, and that Bereavement Counselor IIs Chela Richheimer and Stacia Biltekoff filled in for her during that time. Tr. 64. Additionally, Bereavement Counselor II Richheimer testified that, when the Bereavement Counselor III is on temporary leave, she will fill in and complete needed reports. Tr. 83. She also testified that, when

intake voicemail volume is high, all Bereavement Counselors will participate in completing intake calls. Tr. 83. With regards to public relations and educational programs, though Hospice Administrator Spencer testified that only the Bereavement Counselor III is responsible for these events, she later conceded that Bereavement Counselor IIs can give external presentations and that they have in fact done so. Tr. 119, 124-25. Bereavement Counselor III Boekelheide also testified that, in practice, the bereavement team plans out and divides up the work for such public outreach events collaboratively, specifically referencing the “Service of Remembrance” community memorial event the bereavement team puts on yearly. Tr. 52, 54.

Hospice Administrator Spencer gave testimony that the Bereavement Counselor III, as distinct from Bereavement Counselor IIs, “oversees” the bereavement program, including by managing the department and its budgets. Tr. 118-19. But this testimony was general and uncorroborated; on the other hand, Bereavement Counselor III Boekelheide and Bereavement Counselor II Richheimer provided largely consistent, detailed testimony demonstrating that the Bereavement Counselor III does little in the way of oversight, supervision, or direction, with the department instead functioning collaboratively; there was also no mention of managing any budgets. Tr. 40-41, 43, 45, 49, 77-78, 81-82.

Moreover, the record makes clear that Bereavement Counselors have frequent contact with each other, work in a common office, and work together on a constant basis, having meetings to delegate tasks and divide the work, running bereavement support groups together, and the like. Tr. 42, 45-47. The Bereavement Counselor III also has frequent contact with others in the bargaining unit, attending a weekly interdisciplinary meeting that brings together the bereavement team and Volunteer Program Specialist along with nurses, chaplains, and social workers—all bargaining unit members—as well as Directors of Patient Care Services (DPCSs) and doctors. Tr. 33-36. These meetings are sorted into two geographic teams (North and South), and are held to track hospice patients as well as their families and other bereavement clients. Tr. 34, 36. The Bereavement Counselor III serves as the bereavement representative in the meetings of the South team (while Bereavement Counselor II Biltekoff serves in the North team meetings). Tr. 71. During these meetings, the Bereavement Counselor III discusses recently deceased hospice patients with social workers, nurses, and chaplains, who explain how much support grieving family members may have and provide other information as to their condition. Tr. 37-38. The Bereavement Counselor III then uses that information to create a bereavement care plan for those clients on the South team with the assistance of those colleagues. Tr. 37-38.

Thus, the Bereavement Counselor III frequently interchanges with, and has frequent contact with, members of the existing bargaining unit.

ii. Volunteer Program Specialist

The record demonstrates that the Volunteer Program Specialist does not interchange with members of the existing bargaining unit but does have frequent contact with them. Volunteer Program Specialist Jennifer Fisher testified that her job is to oversee the Employer’s volunteers. Tr. 92. This is a unique role in the Employer’s organizational structure, and there was no evidence presented on record that any member of the bargaining unit ever fills in for Fisher, or that Fisher ever fills in for a member of the bargaining unit. On the other hand, Fisher testified that she has

constant contact with her colleagues in the existing unit, and that this contact is integral to her role as Volunteer Program Specialist. Tr. 104. The Volunteer Program Specialist attends the weekly interdisciplinary meetings mentioned above for both the North and South teams to discuss hospice patients and bereavement clients and the role of volunteers in the care of those patients; furthermore, members of the existing unit such as chaplains, social workers, nurses, and others regularly make referrals to the Volunteer Program Specialist for patients that would benefit from having volunteer services.⁹ Tr. 105, 126. Additionally, after volunteers report to the Volunteer Program Specialist on their visits to patients, the Volunteer Program Specialist contacts the patient's care team—i.e. the nurses, social workers, chaplains, etc.—to provide feedback and sometimes important information patients convey to volunteers. Tr. 109, 111.

iii. Conclusion

Thus, I find the record evidence on interchange and contact between employees weighs strongly in favor of finding a community of interest with the existing bargaining unit for the Bereavement Counselor III and slightly in favor of finding a community of interest with the existing bargaining unit for the Volunteer Program Specialist.

C. Degree of Functional Integration

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). On the other hand, if functional integration does not result in contact among employees in the unit sought by a union, the existence of functional integration has less weight.

Here, the record establishes that both the Bereavement Counselor III and the Volunteer Program Specialist are highly integrated into the Employer's workplace and the existing bargaining unit.

The Bereavement Counselor III's work is an integral element of the Employer's services. The Bereavement Counselor III actively participates in weekly meetings that include many other classifications in the existing bargaining unit, including nurses, chaplains, and social workers, where employees and management discuss hospice patients and bereavement clients. Tr. 33-34. Staff collaborate to create bereavement care plans for caregivers and family members of recently deceased hospice patients, with the bereavement team therefore working on a different phase of the service the Employer provides. Tr. 36. When performing data collection, a necessary element of legal compliance for the Employer, the Bereavement Counselor III sources the data from other employees in the bargaining unit. Tr. 65-66. Additionally, within the bereavement team, the Bereavement Counselor III largely performs the same functions as the three Bereavement

⁹ Volunteers serve primarily to provide patients with companionship and social engagement; they are also often relied upon to give primary caregivers a break ("caregiver respite"). Tr. 93. Some volunteers also work on the bereavement side. Tr. 93.

Counselor IIs in the existing unit. Tr. 72. Thus, the Bereavement Counselor III has frequent contact with many members of the existing unit and the workplace at large, performs similar functions to some members of the existing unit, works together with members of the existing unit on a regular basis, and works in a different phase of the services the Employer provides as some members of the existing unit.

Similarly, the Volunteer Program Specialist's work is integral to the Employer's services. The Volunteer Program Specialist oversees the volunteers who partake in hospice patient care and bereavement client care. The Volunteer Program Specialist actively participates in weekly meetings that include many other classifications in the existing bargaining unit, including nurses, chaplains, and social workers, where employees and management discuss hospice patients and bereavement clients. Tr. 107-08. After volunteers finish their patient visits, they call the Volunteer Program Specialist to discuss the visit in detail, after which the Volunteer Program Specialist will communicate any important information conveyed by the volunteer to the patient's care team (i.e. nurses, chaplains, social workers, etc. in the existing bargaining unit). Tr. 109, 111. The Volunteer Program Specialist also often goes into the field with the volunteers, explaining to patients what the volunteer's role will be, and discussing the patient's care plan with the care team. Tr. 102-03. Additionally, the Volunteer Program Specialist interacts directly with members of the existing unit to receive referrals for patients for whom volunteer services would be beneficial. Tr. 105, 126. The work of volunteers—and therefore the Volunteer Program Specialist—is intertwined with the work of other employees, in that these volunteers are providing services to the same patients and clients, in conjunction with the clinical and/or psychosocial teams comprised of members of the existing unit. Additionally, the volunteer program the Volunteer Program Specialist oversees is required by regulation, and thus the Volunteer Program Specialist's role is integral to the Employer's business. Tr. 93. Thus, the Volunteer Program Specialist has frequent contact with many members of the existing unit and works together with members of the existing unit on a regular basis.

I find that this factor weighs strongly in favor of finding both the Bereavement Counselor III and the Volunteer Program Specialist share a community of interest with the existing unit.

D. The Nature of Employee Skills and Functions

This factor examines whether disputed employees can be distinguished from one another on the basis of job functions, duties or skills. If they cannot be distinguished, this factor weighs in favor of including the disputed employees in one unit. 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, 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).

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 (2007); *J.C. Penny Company, Inc.*, 328 NLRB

766 (1999); *Brand Precision Services*, 313 NLRB 657 (1994); *Phoenician*, 308 NLRB 826 (1992). Where there is also evidence of similar terms and conditions of employment and some functional integration, evidence of similar skills and functions can lead to a conclusion that disputed employees must be in the same unit, in spite of lack of common supervision or evidence of interchange. *Phoenician*, supra.

i. Bereavement Counselor III

The Bereavement Counselor III works on a common crew, and shares the vast majority of her job functions, with the Bereavement Counselor IIs in the existing bargaining unit. Tr. 39, 43, 72. The Bereavement Counselors make up their own crew, falling under the broader psychosocial team, which is itself comprised of members of the existing unit. Tr. 117. They share an office and work together as a team. Tr. 39-41. Bereavement Counselor III Boekelheide testified to only some job duties being generally reserved for the Bereavement Counselor III, namely data collection and client intake. Tr. 50, 65. As discussed supra, client intake involves checking a voicemail inbox and making calls to prospective clients. Tr. 50. Data collection is a regulatory compliance duty involving tracking hours worked and categorizing them based on whether the clients come to the bereavement team as a friend or family of a now-deceased hospice patient, or else from the community at large. Tr. 65. The Bereavement Counselor III must collect the data from the Volunteer Program Specialist, Chaplains, Bereavement Counselor IIs, or whomever has it, then categorize it and send it to the Employer's "data guy." Tr. 65-66. This task is not highly skilled. Tr. 66, 84. Bereavement Counselor IIs also occasionally perform these duties ostensibly reserved for the Bereavement Counselor III position, as discussed supra. Tr. 64, 83, 119, 124-25. Beyond these distinct duties, the Bereavement Counselor III position otherwise has a high degree of overlap in job functions with the Bereavement Counselor II position represented in the existing unit. For example, during interdisciplinary meetings, the Bereavement Counselor III and Bereavement Counselor II Biltekoff serve in identical capacities (one for the North team and one for the South). Tr. 37-38. Bereavement Counselors attend the same meetings, delegate tasks among themselves on equal footing, and perform largely identical duties, such as managing a caseload of bereavement clients and running various grief support groups. Tr. 33-34, 40-41, 45.

Additionally, the Bereavement Counselor III has similar requirements as Bereavement Counselor IIs to obtain employment and similar job descriptions, and the employees retain similar professional certifications; Bereavement Counselor III Boekelheide testified that she and Bereavement Counselor IIs Chela Richheimer and Stacia Biltekoff are all licensed by the Board of Behavioral Sciences as Marriage and Family Therapists, while Bereavement Counselor II Jen Fearing has a master's degree in counseling. Tr. 68-69. Additionally, the Job Descriptions for the Bereavement Counselor III and II positions contain identical education and experience requirements, requiring a master's degree in social work or a related field along with two years of relevant experience. Board Exs. 4, 5.

Thus, despite slight differences, the Bereavement Counselor III is not significantly distinguishable from Bereavement Counselor IIs in their job functions, duties or skills.

ii. Volunteer Program Specialist

The Volunteer Program Specialist is highly distinct from the members of the existing unit. The Volunteer Program Specialist is a unique role in the Employer's workplace, overseeing the volunteer program, as opposed to the classifications in the existing unit whose duties focus on directly providing care to patients or clients. Tr. 92-102. The Volunteer Program Specialist does not perform the same basic function or have the same duties as members of the existing unit, there is very little overlap in job functions, and the position is not part of a crew with members of the existing unit.

iii. Conclusion

I find this factor weighs strongly in favor of finding that the Bereavement Counselor III shares a community of interest with some members of the existing bargaining unit. I also find this factor weighs against finding that the Volunteer Program Specialist shares a community of interest with the existing bargaining unit.

E. Common Supervision

Another community-of-interest factor is whether the employees in dispute are commonly supervised. In examining 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 providing guidance on a day-to-day basis. *Executive Resources Associates*, supra at 402; *NCR Corporation*, 236 NLRB 215 (1978). Common supervision weighs in favor of placing the employees in dispute in one unit. However, separate supervision does not mandate separate units. *Casino Aztar*, supra at 607, fn 11. Rather, more important is the degree of interchange, contact and functional integration. *Id.* at 607.

Here, the record demonstrates that the Bereavement Counselor III and Volunteer Program Specialist, along with many members of the existing bargaining unit, are commonly supervised by Hospice Administrator Grace Spencer. Tr. 27, 112. Bereavement Counselor III Boekelheide testified that Directors of Patient Care Services (DPCSs) manage the clinical team, while Administrator Spencer manages the psychosocial team which includes the bereavement team, volunteer team, chaplains, and social workers. Tr. 27. Bereavement Counselor II Richheimer also testified that Spencer was her supervisor, specifying that the Hospice Administrator (and not the Bereavement Counselor III) was the authority figure who makes decisions on hiring and firing, assigning work, deciding on required bereavement programming and whether certain programs continue or don't, and resolving any disputes within the bereavement team. Tr. 78-82, 84-85. Administrator Spencer herself testified to being the common supervisor for all of these employees. Tr. 116. Thus, the parties agree that the Bereavement Counselor III and Volunteer Program Specialist are commonly supervised with the existing bargaining unit. I find this factor supports a community of interest.

F. 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; 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. However, the facts that employees share common wage ranges and benefits or are subject to common work rules does not warrant a conclusion that a community of interest exists where employees are separately supervised, do not interchange and/or work in a physically separate area. *Bradley Steel, Inc.*, 342 NLRB 215 (2004); *Overnite Transportation Company*, 322 NLRB 347 (1996).

Here, the record was not extensively developed on this point, but what evidence was presented indicates the Bereavement Counselor III and Volunteer Program Specialist have terms and conditions of employment similar to members of the existing unit, with few differences. With respect to the Bereavement Counselor III, the main difference is that this position is salaried and exempt from overtime rules, whereas all members of the existing unit—including the Bereavement Counselor IIs—are paid hourly. Tr. 120-21. On the other hand, the Volunteer Program Specialist is an hourly employee, similar to employees in the existing unit. Tr. 120. Bereavement Counselor III Boekelheide and Bereavement Counselor II Richheimer both testified that they receive the same fringe benefits and that they have discussed these benefits with each other. Tr. 63, 83. Bereavement Counselor III Boekelheide testified that these benefits include medical, dental, vision, and life insurance benefits as well as a pension. Tr. 63. Volunteer Program Specialist Fisher also testified that she has the same benefits and leave policies as other employees, that all employees get the same informational brochures sent to them every year, and that she has spoken to colleagues about their shared benefits. Tr. 112-13.

Regarding wages, the Volunteer Program Specialist testified her wage is \$47 per hour. Tr. 111. The Bereavement Counselor III did not testify to her current salary, and the Job Description for the position does not list the salary. Board Ex. 5. The most recent collective bargaining agreement between Petitioner and Employer, includes a salary table which covers the existing unit, in the record as Board Exhibit 3. Though the table is unclear as to precisely what the Bereavement Counselor IIs' wage rate is, it is seemingly somewhere in the range of \$46-\$48 per hour, similar to the Volunteer Program Specialist. Board Ex. 3 at 54. Other salaries for professional "technical employees" listed in the table are also in a similar range. Board Ex. 3 at 54.

With respect to schedules and hours worked, the evidence presented indicates that Bereavement Counselor III Boekelheide works Monday through Thursday, nine hours per day. Tr. 67. The Volunteer Program Specialist works Monday through Friday, eight hours per day, and sometimes works weekends if necessary. Tr. 103-04. The record does not include the hours of other employees in the bargaining unit, and therefore this information is of little probative value.

In all, I find this factor weighs slightly in favor of finding the Bereavement Counselor III shares a community of interest with the existing bargaining unit, and weighs in favor of finding the Volunteer Program Specialist shares a community of interest with the existing bargaining unit.

CONCLUSION

In determining that the unit sought by Petitioner is appropriate, I have carefully weighed the community-of-interest factors cited in *United Operations*, supra. I conclude that the unit sought by Petitioner is appropriate because the record reveals that both the Bereavement Counselor III

and Volunteer Program Specialist are commonly supervised with, have frequent contact with, and are functionally integrated with employees in the existing unit, and that the Bereavement Counselor III also frequently interchanges with, is organized into a department with, possesses similar licenses to, and performs largely the same job duties as some members of the existing unit.

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.¹⁰
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:

Included: All full-time, part-time, and per diem Bereavement Counselors III and Volunteer Program Specialists employed by the Employer at its facility located at 1025 Atlantic Avenue, Suite 100, Alameda, CA.

Excluded: All other employees, employees already represented by a labor organization, confidential employees, guards, managers, and supervisors as defined by the National Labor Relations Act.

This voting group is comprised of professionals, and will be asked the following two questions on their ballot:

1. Do you desire to be included with non-professional employees in a single unit for the purposes of collective bargaining?
2. Do you desire to be represented for the purposes of collective bargaining by National Union of Healthcare Workers (NUHW)?

If a majority of these professional employees vote "Yes" to the first question, indicating their desire to be included in a unit with non-professional employees, they will be so included.

¹⁰ The Employer, a California non-profit corporation, with a place of business located in Alameda, CA, provides end-of-life care in patient homes. During the past twelve months, the Employer derived gross revenues in excess of \$250,000 and purchased or received goods valued in excess of \$5,000 which originated outside the State of California.

Their votes on the second question will then be counted to determine whether the employees in the professional group wish to be represented by the Union. If, on the other hand, a majority of the professional employees vote against inclusion, they will not be included with the non-professional employees. Their votes on the second question will be separately counted to determine whether they wish to be represented by the Petitioner in a separate unit.

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 National Union of Healthcare Workers (NUHW).

A. Election Details

The election will be held on **Wednesday, August 12, 2026** from 8 AM to 8:30 AM at the Employer's facility located at 1025 Atlantic Ave, Suite 100, Alameda, CA 94501. The voting location will be the Front Conference Room.

B. Voting Eligibility

Eligible to vote are those in the unit who were employed during the payroll period ending **Saturday, August 1, 2026**, including employees 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.

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.

To be timely filed and served, the list must be *received* by the regional director and the parties by August 6, 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.

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. 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, 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: August 4, 2026



Hokulani Valencia
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National Labor Relations Board
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