

**UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD
REGION 19**

MULTICARE TACOMA GENERAL HOSPITAL

Employer

and

Case 19-UC-392166

**WASHINGTON STATE NURSES ASSOCIATION,
a/w the AMERICAN FEDERATION OF
TEACHERS**

Petitioner

DECISION AND ORDER

I. INTRODUCTION

MultiCare Tacoma General Hospital (the Employer) operates an acute care hospital in Tacoma, Washington. On March 2, 2026,¹ Washington State Nurses Association, a/w the American Federation of Teachers (the Petitioner) filed a Representation Petition with the National Labor Relations Board (the Board) in Case 19-RC-382142 seeking to represent a unit of “[a]ll full-time and part-time Hospital RN Case Managers, to be added to the bargaining unit already represented by the Petitioner, consisting of RNs.”² The Employer listed on the petition was MultiCare Health System, Tacoma General. The unit at the time consisted of RNs working at Tacoma General Hospital. On March 31, the Board certified the Petitioner as the exclusive collective-bargaining representative of:

All full-time, regular part-time, and per diem Registered Nurse Case Managers employed by the Employer under the MultiCare Tacoma General Hospital license in Tacoma, Washington but excluding all other employees, employees assigned to Nursing Administration, managers, and guards and supervisors as defined in the Act.

On August 3, the Petitioner filed a Unit Clarification Petition (the Petition) with the Board under Section 9(b) of the National Labor Relations Act (the Act) seeking to clarify the existing unit (the Unit). The Petitioner indicated on the Petition that the issue was being raised over Case Manager RNs operating out of Allenmore Hospital under the Tacoma General license.

¹ All dates in 2026, unless otherwise specified.

² An undated copy of the Petition was introduced into evidence at the hearing, but I hereby take administrative notice of the date it was filed.

A Hearing Officer of the Board held a hearing in this matter by videoconference on September 22 and 23. The Employer and the Petitioner appeared at the hearing, and both parties filed post-hearing briefs with me. I have carefully considered the evidence and the arguments presented by the parties on this issue. For the reasons discussed below, applying the test set forth by the Board in *Caesars Tahoe*, 337 NLRB 1096, 1097 (2002), I find that the parties' stipulated election agreement in Case 19-RC-382142 is unambiguous and does not include the Registered Nurse Case Managers operating out of or employed by Allenmore Hospital. Accordingly, the Petition in this matter is hereby dismissed

II. FACTS

After the petition in Case 19-RC-382142 was filed on March 2, the Board Agent assigned to handle the case emailed the parties a draft stipulated election agreement. The Board Agent had several questions for the parties regarding the proposed stipulated election agreement. In response to one such question about the unit description, the Petitioner's attorney, Juliana DeFilippis, stated in an email, "[B]ased on info from our team, I think a more accurate unit description is: 'All full-time and part-time RN Case Managers employed by the Employer under the MultiCare Tacoma General Hospital license in Tacoma, Washington.'"

Thereafter, on March 10, the parties signed, and I approved, a stipulated election agreement.³ This stipulation set forth the Unit as follows:

Included: All full-time, regular part-time, and per diem Registered Nurse Case Managers **employed by the Employer** under the MultiCare Tacoma General Hospital license in Tacoma, Washington.

Excluded: All other employees, employees assigned to Nursing Administration, managers, and guards and supervisors as defined in the Act.

(emphasis added). The stipulated election agreement listed MultiCare Tacoma General Hospital as the Employer. The commerce information stated:

The Employer, a State of Washington nonprofit corporation with an office and place of business in Tacoma, Washington, is engaged in the operation of **an acute care hospital**. Within the past twelve months, a representative period, the Employer received gross revenues in excess of \$500,000, and purchased and received at its Tacoma, Washington **facility**, goods valued in excess of \$50,000 directly from points outside the State of Washington.

(emphasis added).

When the Employer submitted the voter list to the Union, it did not include any RN Case Managers working for or operating out of Allenmore Hospital. The Union raised this issue to the Employer in an email from DeFilippis stating, "My understanding is that the parties were on the

³ The fully executed stipulated election agreement was not introduced into evidence at the hearing, but I hereby take administrative notice of the date the agreement was approved.

same page that RN Case Managers who work at Allenmore would be included based on the voting group language in the stip.” Employer attorney Belzberg responded by stating, “Sorry for the confusion, but that was not my understanding. This is an accretion into a unit that does not represent any RNs from Allenmore.” As a result, RN Case Managers who worked for Allenmore Hospital voted in the March 23 election subject to challenge. Their ballots were not determinative, and the Union was certified on March 31.

Since that date, the parties have bargained over the unit scope issue but have been unable to reach an agreement to either include or exclude the disputed classifications in the Unit. Accordingly, on August 3, the Union filed the instant petition, seeking to have me issue a Decision and Order clarifying the existing unit by adding in the classifications of RN Case Managers working at Allenmore Hospital.

It is undisputed that Tacoma General Hospital and Allenmore Hospital operate under the same Washington Department of Health license. DeFilippis testified at the hearing that her intention was to include the RN Case Managers working out of Allenmore Hospital and that her addition of the language regarding the MultiCare Tacoma General Hospital license was to use the broadest, most accurate language to capture that inclusion. There was contradictory testimony about whether the Employer was told about the reason behind the change in language. Employer attorney Adam Belzberg testified that he was not told anything about why the Petitioner had proposed the change and that the addition of the language did not make him think there were any other employees at issue because of the limiting language of “employed by the Employer.” He further testified that the language made it even clearer that no one other than the RN Case Managers employed by Tacoma General would be part of the proposed unit because potential voters had to be both employed by Tacoma General *and* under its license.

III. ANALYSIS

In cases where the parties signed a stipulated election agreement, the Board applies a three-part test to determine whether an individual whose ballot has been challenged should be included. *Caesars Tahoe*, above at 1097. First, if the applicable stipulated election agreement is unambiguous, the Board will simply enforce the terms as to challenged ballots. *Id.* If the agreement is ambiguous, then the Board will attempt to ascertain the parties’ intent by applying the usual methods of contract interpretation and considering extrinsic evidence. *Id.* If the parties’ intent cannot be discerned, then the Board will apply its traditional community of interest test to determine whether the challenged employees should be included in the unit. *Id.*

This case is analogous to the facts in *National Labor Relations Board v. Arrmaz Products Inc.*, 123 F.4th 1295 (11th Cir. 2024). There, the parties signed a stipulated election agreement with Arr-Maz Products, Limited Partnership⁴ as the employer. The commerce facts in the stipulated election agreement described ArrMaz’s business as that of manufacturing and providing specialty chemical additives to various industries. The unit outlined in the stipulated election agreement included employees “employed by the [e]mployer.” Two employees of AMP Trucking, Inc., a separate company but a wholly owned subsidiary of ArrMaz, voted in the election subject to challenge. Their ballots were determinative. After a hearing, the hearing officer issued a report

⁴ This was the employer’s name at the time.

sustaining the union's challenge and concluding that ArrMaz was the sole employer named in the Agreement and that the employees at issue were employed by AMP. The regional director upheld the hearing officer's decision and stated the stipulated election agreement was unambiguous. The Board agreed with the regional director under *Caesars Tahoe* that the Agreement "expressed the parties' intent in clear and unambiguous terms to exclude the two challenged employees." After the union was certified, the employer refused to bargain, prompting the litigation that ended at the Eleventh Circuit. The court enforced the Board's order because "employer" was a defined term in the stipulated election agreement and was defined as ArrMaz, not AMP.

Here, the stipulated election agreement was unambiguous. By its terms, the stipulated election agreement was with Employer MultiCare Tacoma General Hospital, the operator of "an" acute care hospital. The stipulated election agreement limited the unit to employees "employed by the Employer." There was no reference to any other facility, including Allenmore Hospital. The only employees eligible to vote were RN Case Managers employed by MultiCare Tacoma General Hospital, not those employed by or operating out of Allenmore Hospital.

IV. CONCLUSION

Based on the entire record in this proceeding 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 affirmed.
2. The parties stipulated, and I find, that the Employer is engaged in commerce within the meaning of Section 2(6) and (7) of the Act,⁵ and it will effectuate the purposes of the Act to assert jurisdiction in this case.
3. The parties stipulated, and I find, that the Union is a labor organization within the meaning of Section 2(5) of the Act.
4. The parties' stipulated Unit description is unambiguous and expressly excludes the disputed classification of RN Case Managers working for or operating out of Allenmore Hospital.

It is hereby ordered that the petition in this matter is dismissed.

⁵ The parties stipulated to the following commerce facts:

The Employer, a State of Washington nonprofit corporation with an office and place of business in Tacoma, Washington, is engaged in the operation of an acute care hospital. Within the past twelve months, a representative period, the Employer received gross revenues in excess of \$500,000, and purchased and received at its Tacoma, Washington facility, goods valued in excess of \$50,000 directly from points outside the State of Washington.

RIGHT TO REQUEST REVIEW

Pursuant to Section 102.67(c) of the Board's Rules and Regulations, you may obtain a review of this action by filing a request with the Executive Secretary, National Labor Relations Board, 1015 Half Street SE, Washington, DC 20570-0001. A copy of the request for review must be served on each of the other parties as well as on the undersigned, in accordance with the requirements of the Board's Rules and Regulations. The request for review must contain a complete statement of the facts and reasons on which it is based.

Procedures for Filing Request for Review: Pursuant to Section 102.5 of the Board's Rules and Regulations, a request for review must be filed by electronically submitting (E-Filing) it through the Agency's web site (www.nlrb.gov), unless the party filing the request for review does not have access to the means for filing electronically or filing electronically would impose an undue burden. A request for review filed by means other than E-Filing must be accompanied by a statement explaining why the filing party does not have access to the means for filing electronically or filing electronically would impose an undue burden. Section 102.5(e) of the Board's Rules do not permit a request for review to be filed by facsimile transmission. A copy of the request for review must be served on each of the other parties to the proceeding, as well as on the undersigned, in accordance with the requirements of the Board's Rules and Regulations. The request for review must comply with the formatting requirements set forth in Section 102.67(i)(1) of the Board's Rules and Regulations. Detailed instructions for using the NLRB's E-Filing system can be found in the [E-Filing System User Guide](#).

A request for review must be received by the Executive Secretary of the Board in Washington, DC, by close of business (**5 p.m. Eastern Time**) on **October 26, 2026**, unless filed electronically. If filed electronically, it will be considered timely if the transmission of the entire document through the Agency's website is **accomplished by no later than 11:59 p.m. Eastern Time on October 26, 2026**.

Filing a request for review electronically may be accomplished by using the E-Filing system on the Agency's website at www.nlrb.gov. Once the website is accessed, click on **E-File Documents**, enter the NLRB Case Number, and follow the detailed instructions. The responsibility for the receipt of the request for review rests exclusively with the sender. A failure to timely file the request for review will not be excused on the basis that the transmission could not be accomplished because the Agency's website was off line or unavailable for some other reason, absent a determination of technical failure of the site, with notice of such posted on the website.

Upon good cause shown, the Board may grant special permission for a longer period within which to file a request for review. A request for extension of time, which must also be filed electronically, should be submitted to the Executive Secretary in Washington, and a copy of such request for extension of time should be submitted to the Regional Director and to each of the other parties to this proceeding. A request for an extension of time must include a statement that a copy has been served on the Regional Director and on each of the other parties to this proceeding in the same manner or a faster manner as that utilized in filing the request with the Board.

Any party may, within 5 business days after the last day on which the request for review must be filed, file with the Board a statement in opposition to the request for review. An opposition must be filed with the Board in Washington, DC, and a copy filed with the Regional Direction and copies served on all the other parties. The opposition must comply with the formatting requirements set forth in §102.67(i)(1). Requests for an extension of time within which to file the opposition shall be filed pursuant to §102.2(c) with the Board in Washington, DC, and a certificate of service shall accompany the requests. The Board may grant or deny the request for review without awaiting a statement in opposition. No reply to the opposition may be filed except upon special leave of the Board.

Dated: October 9, 2026



Ronald K. Hooks, Regional Director
National Labor Relations Board, Region 19
915 2nd Ave., Ste. 2948
Seattle, WA 98174-1006