

UNITED STATES OF AMERICA  
NATIONAL LABOR RELATIONS BOARD  
**RC PETITION**

DO NOT WRITE IN THIS SPACE

Case No.

**20-RC-259127**

Date Filed

**4/14/2020**

**INSTRUCTIONS:** Unless e-Filed using the Agency's website, [www.nlr.gov](http://www.nlr.gov), submit an original of this Petition to an NLRB office in the Region in which the employer concerned is located. The petition must be accompanied by both a showing of interest (see 6b below) and a certificate of service showing service on the employer and all other parties named in the petition of: (1) the petition; (2) Statement of Position form (Form NLRB-505); and (3) Description of Representation Case Procedures (Form NLRB 4812). The showing of interest should only be filed with the NLRB and should not be served on the employer or any other party.

**1. PURPOSE OF THIS PETITION: RC-CERTIFICATION OF REPRESENTATIVE** - A substantial number of employees wish to be represented for purposes of collective bargaining by Petitioner and Petitioner desires to be certified as representative of the employees. **The Petitioner alleges that the following circumstances exist and requests that the National Labor Relations Board proceed under its proper authority pursuant to Section 9 of the National Labor Relations Act.**

<b>2a. Name of Employer:</b> California Pacific Medical Center		<b>2b. Address(es) of Establishment(s) involved (Street and number, City, State, ZIP code):</b> See Appendix A	
<b>3a. Employer Representative - Name and Title:</b> Laura Van, HR Director		<b>3b. Address (if same as 2b - state same):</b> 2200 River Plz. Dr., Sacramento, California	
<b>3c. Tel. No.</b> 415-420-3321	<b>3d. Cell No.</b>	<b>3e. Fax No.</b>	<b>3f. E-Mail Address</b> VanL@sutterhealth.org
<b>4a. Type of Establishment (Factory, mine, wholesaler, etc.)</b> Hospital		<b>4b. Principal Product or Service</b> Healthcare	<b>5a. City and State where unit is located:</b> San Francisco, CA
<b>5b. Description of Unit Involved:</b> Included: See Appendix B  Excluded: See Appendix B		<b>6a. Number of Employees in Unit:</b> 626  <b>6b. Do a substantial number (30% or more) of the employees in the unit wish to be represented by the Petitioner?</b> <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	

Check One: ☒ 7a. Request for recognition as Bargaining Representative was made on (Date) By petition and Employer declined recognition on or about (Date) (If no reply received, so state).  
☐ 7b. Petitioner is currently recognized as Bargaining Representative and desires certification under the Act.

<b>8a. Name of Recognized or Certified Bargaining Agent (If none, so state)</b> National Union of Healthcare Workers		<b>8b. Address:</b> 5801 Christie Ave., Suite 525, Emeryville, CA 94608	
<b>8c. Tel. No.</b> 510-569-7812	<b>8d. Cell No.</b>	<b>8e. Fax No.</b>	<b>8f. E-Mail Address</b> srosselli@nuhw.org
<b>8g. Affiliation, if any:</b> None		<b>8h. Date of Recognition or Certification</b> August 17, 2011	<b>8i. Expiration Date of Current or Most Recent Contract, if any (Month, Day, Year)</b> December 16, 2015 – April 30, 2020
<b>9. Is there now a strike or picketing at the Employer(s) establishment(s) involved?</b> <b>NO</b> If so, approximately how many employees are participating? (Name of Labor Organization) _____, has picketed the Employer since (Month, Day, Year)			

**10. Organizations or individuals other than Petitioner and those named in items 8 and 9, which have claimed recognition as representatives and other organizations and individuals known to have a representative interest in any employees in the unit described in item 5b above. (If none, so state)** **None**

<b>10a. Name</b>	<b>10b. Address</b>	<b>10c. Tel. No.</b>	<b>10d. Cell No.</b>
		<b>10e. Fax No.</b>	<b>10f. E-Mail Address</b>
<b>11. Election Details:</b> If the NLRB conducts an election in this matter, state your position with respect to any such election:		<b>11a. Election Type:</b> <input checked="" type="checkbox"/> Manual <input type="checkbox"/> Mail <input type="checkbox"/> Mixed Manual/Mail	
<b>11b. Election Date(s):</b> May 6, 2020	<b>11c. Election Time(s):</b>	<b>11d. Election Location(s):</b>	

<b>12a. Full Name of Petitioner (including local name and number):</b> Service Employees International Union, United Healthcare Workers -- West	<b>12b. Address (street and number, city, State and ZIP code):</b> 560 Thomas L. Berkley Way Oakland, CA 94612
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**12c. Full name of national or international labor organization of which Petitioner is an affiliate or constituent (if none, so state):**

Service Employees International Union

<b>12d. Tel. No.</b> (510) 251-1250	<b>12e. Cell No.</b>	<b>12f. Fax No.</b> (510) 763-2680	<b>12g. E-Mail Address</b>
<b>13. Representative of the Petitioner who will accept service of all papers for purposes of the representation proceeding.</b>			
<b>13a. Name and Title:</b> Bruce Harland, Attorney		<b>13b. Address (street and number, city, State and ZIP code):</b> Weinberg, Roger & Rosenfeld 1001 Marina Village Parkway, Suite 200, Alameda, CA 94501	
<b>13c. Tel. No.</b> 510-337-1001	<b>13d. Cell No.</b>	<b>13e. Fax No.</b> 510-337-1023	<b>13f. E-Mail Address</b> BHarland@unioncounsel.net

**I declare that I have read the above petition and that the statements are true to the best of my knowledge and belief.**

<b>Name (Print)</b> Bruce Harland	<b>Signature</b> 	<b>Title</b> Attorney	<b>Date</b> 4/13/2020
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**WILLFUL FALSE STATEMENTS ON THIS PETITION CAN BE PUNISHED BY FINE AND IMPRISONMENT (U.S. CODE, TITLE 18, SECTION 1001)**

**PRIVACY ACT STATEMENT 11078473**

Solicitation of the information on this form is authorized by the National Labor Relations Act (NLRA), 29 U.S.C. § 151 et seq. The principal use of the information is to assist the National Labor Relations Board (NLRB) in processing representation and related proceedings or litigation. The routine uses for the information are fully set forth in the Federal Register, 71 Fed. Reg. 74942.43 (Dec. 13, 2006). The NLRB will further explain these uses upon request. Disclosure of this information to the NLRB is voluntary; however, failure to supply the information may cause the NLRB to decline to invoke its processes.

## Appendix A

1. California Campus, 3700 California Street, San Francisco, CA 94118
2. Van Ness Campus, 1101 Van Ness Avenue, San Francisco, CA 94109
3. Davies Campus, 45 Castro St., San Francisco, CA 94114
4. Pacific Campus, 2340 Clay Street, San Francisco, CA 94115



**National Union of Healthcare  
Workers**

5801 Christie Avenue, Suite 525  
Emeryville, CA 94608-1986

510-834-2009 \* 866-968-6849  
[www.nuhw.org](http://www.nuhw.org)

**Collective Bargaining Agreement**  
**with**

**California Pacific Medical Center**

**December 16, 2015 – April 30, 2020**

# AGREEMENT

## PREAMBLE

1. Agreement is effective the 16th day of December, 2015. It is between CALIFORNIA PACIFIC MEDICAL CENTER (hereinafter for convenience called “the Medical Center or Employer”) and NATIONAL UNION OF HEALTHCARE WORKERS (hereinafter for convenience called “the Union”). This Agreement is the embodiment of the understanding between the parties for the term that it shall be effective; and as such it represents a compromise of all interests resulting from collective bargaining negotiations. The Medical Center and the Union, and each of the officers thereof executing this Agreement, jointly and severally represent that they are duly authorized to execute this Agreement.
2. It is the mutual intent of the parties that all Medical Center employees and managers, physicians and Union Representatives treat each other with dignity, respect, courtesy, and trust, and that these principles shall also apply in all dealings with patients and visitors. It is further the intent of the parties that the provisions of this Agreement further these goals.

Any headings, section titles, or subsection titles in this Agreement are for reference and convenience only, and will not affect the meaning or interpretation of any provision of this Agreement.

## ARTICLE I - RECOGNITION AND EXCLUSIONS

3. **Recognition of the Union.** The Medical Center recognizes the Union as the exclusive bargaining agency for employees covered by this Agreement. This Agreement shall apply to Medical Center employees working in the classifications listed in Appendix “A”. This Agreement shall also apply to any other classifications, which may be established within the scope of the duties now included within these classifications. This Agreement shall not apply to executive, administrative, professional, office, or clerical employees, nor to employees presently represented by any other collective bargaining agent recognized by the Medical Center, nor to supervisory employees as defined in Section 2(11) of the NLRA.
4. **Subcontracting, Merger, Sale, Closure.** In the event the Medical Center finds it necessary to subcontract, merge, sell, permanently close the Medical Center or a department thereof that employs employees covered by this Agreement, the Employer shall notify the Union at least thirty (30) days in advance of such action. The parties shall discuss the impact of such action upon the employees working under this Agreement. Discussion of the impact will include possibilities of alternative employment, placement counseling, and assistance necessary to process unemployment insurance claims and benefit conversions. Should such subcontracting, merger, sale, or closure result in

## **APPENDIX A – WAGE SCALE**

The Medical Center shall pay and the employees shall accept the following minimum wage rates for the classifications herein set forth.

### **WAGES:**

2.5%	Effective December 13, 2015
1.5%	Effective first full pay period that begins in October 2016
1.5%	Effective first full pay period that begins in April 2017
1.5%	Effective first full pay period that begins in October 2017
1.5%	Effective first full pay period that begins in April 2018
1.5%	Effective first full pay period that begins in October 2018
1.5%	Effective first full pay period that begins in April 2019
1.5%	Effective first full pay period that begins in October 2019

\* Anesthesia Techs. On the 2-year, 3-year, and 4-year anniversaries of ratification, Anesthesia Techs will not receive an across the board increase. Instead, Anesthesia Techs employed at the time of the applicable anniversary will receive a one-time, lump sum payment equal to 1.5% of the employee's base compensation for the preceding 13 pay periods. Base compensation includes all regular hours paid in the position of Anesthesia Tech, including shift differential if applicable, and PTO paid. Excluded from the base compensation for calculation of the payment is overtime, PTO cash-out, ESL, standby, callback, other premium pay, and any pay for work outside the position of Anesthesia Tech. The payment will be subject to applicable withholdings and deductions. Employees on an approved leave of absence at the time of the payout shall be eligible for the payment upon return from their leave, based on eligible compensation.

<b>NUHW (Technical) Benefited 2.5% Increase Effective December 13, 2015</b>							
Job Title	Start Step 1	After 1 Yr Step 2	After 2 Yr Step 3	After 3 Yr Step 4	After 4 Yr Step 5	After 5 Yr Step 6	After 10 Yr Step 7
Tech, Sterile Processing I	26.67	26.99	27.37	27.69			
Sterile Processing Tech II	27.19	27.51	27.78	28.21			
Sterile Processing Tech III		29.99	30.67	31.40	32.10		
Perinatal Tech	27.29	27.79	28.40	28.93	29.49	31.01	
Orthopedic Tech	28.11	28.65	29.22	29.83	30.40	30.99	
Psych Tech	29.23	29.80	30.40	30.99	31.66	32.60	33.55
LVN	29.23	29.80	30.40	30.99	31.66	32.60	33.55
Senior LVN	30.72	31.28	31.90	32.49	33.08	34.05	35.01
Surgical Services Tech (SST)	27.29	27.79	28.40	28.93	29.49	31.01	
Surgical Tech I	41.72	42.55	43.39	44.27	45.15	46.04	
Surgical Tech II	42.72	43.55	44.39	45.27	46.15	47.04	
Anesthesia Tech I	41.72	42.55	43.39	44.27	45.15	46.04	
Anesthesia Tech II	42.97	43.83	44.71	45.60	46.50	47.43	

<b>NUHW (Service) Benefited 2.5% Increase Effective December 13, 2015</b>						
Job Title	Start Step 1	1 Yr Step 2	3 Yr Step 3	5 Yr Step 4	8 Yr Step 5	10 Yr Step 6
Parking Attendant	19.33	19.71	20.06	20.44	20.85	24.25
Food Service Aide	19.50	19.90	20.24	20.65	20.98	24.49
Cook	26.01	26.60	27.18	27.76	28.40	29.04
Housekeeping Aide	19.58	19.95	20.34	20.73	21.05	24.60
Head Housekeeping Aide	19.58	19.95	20.34	20.73	21.05	24.60
Housekeeping Aide, Surgical Services	20.17	20.54	20.94	21.34	21.68	25.34
Lead Housekeeping Aide, Surgical Services	20.17	20.54	20.94	21.34	21.68	25.34
OB Aide	19.97	20.37	20.78	21.12	21.54	24.53
Hospital Attendant	20.56	21.00	21.39	21.78	22.18	25.07
Hospital Attendant (Certified)	21.39	21.83	22.23	22.64	23.06	26.01
Central Distribution Aide I	20.56	21.00	21.39	21.78	22.18	25.07
Central Distribution Aide II	21.00	21.43	21.85	22.31	22.74	25.68
Lead Central Distribution Aide	21.42	21.86	22.29	22.77	23.20	26.20
Residential Care Attendant	19.32	19.71	20.04	20.44	20.79	24.26
Senior Residential Care Attendant	21.18	21.61	22.02	22.43	22.85	25.79
Patient Care Assistant	22.24	22.68	23.11	23.60	24.01	27.06
Rehabilitation Aide	24.42	24.79	25.22	25.63	26.04	28.13

<b>NUHW (Technical) Benefited</b> <b>1.5% Increase effective first full pay period that begins in October 2016</b>							
Job Title	Start Step 1	After 1 Yr Step 2	After 2 Yr Step 3	After 3 Yr Step 4	After 4 Yr Step 5	After 5 Yr Step 6	After 10 Yr Step 7
Tech, Sterile Processing I	27.07	27.39	27.78	28.11			
Sterile Processing Tech II	27.60	27.92	28.20	28.63			
Sterile Processing Tech III		30.44	31.13	31.87	32.58		
Perinatal Tech	27.70	28.21	28.83	29.36	29.93	31.48	
Orthopedic Tech	28.53	29.08	29.66	30.28	30.86	31.45	
Psych Tech	29.67	30.25	30.86	31.45	32.13	33.09	34.05
LVN	29.67	30.25	30.86	31.45	32.13	33.09	34.05
Senior LVN	31.18	31.75	32.38	32.98	33.58	34.56	35.54
Surgical Services Tech (SST)	27.70	28.21	28.83	29.36	29.93	31.48	
Surgical Tech I	42.35	43.19	44.04	44.93	45.83	46.73	
Surgical Tech II	43.35	44.19	45.04	45.93	46.83	47.73	
Anesthesia Tech I	42.35	43.19	44.04	44.93	45.83	46.73	
Anesthesia Tech II	43.61	44.49	45.38	46.28	47.20	48.14	

NUHW (Service) Benefited 1.5% Increase effective first full pay period that begins in October 2016						
Job Title	Start Step 1	1 Yr Step 2	3 Yr Step 3	5 Yr Step 4	8 Yr Step 5	10 Yr Step 6
Parking Attendant	19.62	20.01	20.36	20.75	21.16	24.61
Food Service Aide	19.79	20.20	20.54	20.96	21.29	24.86
Cook	26.40	27.00	27.59	28.18	28.83	29.48
Housekeeping Aide	19.87	20.25	20.65	21.04	21.37	24.97
Head Housekeeping Aide	19.87	20.25	20.65	21.04	21.37	24.97
Housekeeping Aide, Surgical Services	20.47	20.85	21.25	21.66	22.01	25.72
Lead Housekeeping Aide, Surgical Services	20.47	20.85	21.25	21.66	22.01	25.72
OB Aide	20.27	20.68	21.09	21.44	21.86	24.90
Hospital Attendant	20.87	21.32	21.71	22.11	22.51	25.45
Hospital Attendant (Certified)	21.71	22.16	22.56	22.98	23.41	26.40
Central Distribution Aide I	20.87	21.32	21.71	22.11	22.51	25.45
Central Distribution Aide II	21.32	21.75	22.18	22.64	23.08	26.07
Lead Central Distribution Aide	21.74	22.19	22.62	23.11	23.55	26.59
Residential Care Attendant	19.61	20.01	20.34	20.75	21.10	24.62
Senior Residential Care Attendant	21.50	21.93	22.35	22.77	23.19	26.18
Patient Care Assistant	22.57	23.02	23.46	23.95	24.37	27.47
Rehabilitation Aide	24.79	25.16	25.60	26.01	26.43	28.55

<b>NUHW (Technical) Benefited</b> <b>1.5% Increase effective first full pay period that begins in April 2017</b>							
Job Title	Start Step 1	After 1 Yr Step 2	After 2 Yr Step 3	After 3 Yr Step 4	After 4 Yr Step 5	After 5 Yr Step 6	After 10 Yr Step 7
Tech, Sterile Processing I	27.48	27.81	28.20	28.53			
Sterile Processing Tech II	28.01	28.34	28.62	29.06			
Sterile Processing Tech III		30.90	31.60	32.35	33.07		
Perinatal Tech	28.12	28.63	29.26	29.80	30.38	31.95	
Orthopedic Tech	28.96	29.52	30.10	30.73	31.32	31.93	
Psych Tech	30.12	30.70	31.32	31.93	32.62	33.59	34.56
LVN	30.12	30.70	31.32	31.93	32.62	33.59	34.56
Senior LVN	31.65	32.23	32.87	33.47	34.08	35.08	36.07
Surgical Services Tech (SST)	28.12	28.63	29.26	29.80	30.38	31.95	
Surgical Tech I	42.99	43.84	44.70	45.61	46.52	47.43	
Surgical Tech II	43.99	44.84	45.70	46.60	47.52	48.43	
Anesthesia Tech I	42.99	43.84	44.70	45.61	46.52	47.43	
Anesthesia Tech II	44.27	45.16	46.06	46.98	47.91	48.86	

NUHW (Service) Benefited 1.5% Increase effective first full pay period that begins in April 2017						
Job Title	Start Step 1	1 Yr Step 2	3 Yr Step 3	5 Yr Step 4	8 Yr Step 5	10 Yr Step 6
Parking Attendant	19.91	20.31	20.67	21.06	21.48	24.98
Food Service Aide	20.09	20.50	20.85	21.27	21.61	25.23
Cook	26.80	27.41	28.00	28.60	29.26	29.92
Housekeeping Aide	20.17	20.55	20.96	21.36	21.69	25.34
Head Housekeeping Aide	20.17	20.55	20.96	21.36	21.69	25.34
Housekeeping Aide, Surgical Services	20.78	21.16	21.57	21.99	22.34	26.11
Lead Housekeeping Aide, Surgical Services	20.78	21.16	21.57	21.99	22.34	26.11
OB Aide	20.57	20.99	21.41	21.76	22.19	25.27
Hospital Attendant	21.18	21.64	22.04	22.44	22.85	25.83
Hospital Attendant (Certified)	22.04	22.49	22.90	23.32	23.76	26.80
Central Distribution Aide I	21.18	21.64	22.04	22.44	22.85	25.83
Central Distribution Aide II	21.64	22.08	22.51	22.98	23.43	26.46
Lead Central Distribution Aide	22.07	22.52	22.96	23.46	23.90	26.99
Residential Care Attendant	19.90	20.31	20.65	21.06	21.42	24.99
Senior Residential Care Attendant	21.82	22.26	22.69	23.11	23.54	26.57
Patient Care Assistant	22.91	23.37	23.81	24.31	24.74	27.88
Rehabilitation Aide	25.16	25.54	25.98	26.40	26.83	28.98



<b>NUHW (Technical) Benefited</b> <b>1.5% Increase effective first full pay period that begins in October 2017</b>							
Job Title	Start Step 1	After 1 Yr Step 2	After 2 Yr Step 3	After 3 Yr Step 4	After 4 Yr Step 5	After 5 Yr Step 6	After 10 Yr Step 7
Tech, Sterile Processing I	27.89	28.22	28.62	28.96			
Sterile Processing Tech II	28.43	28.77	29.05	29.50			
Sterile Processing Tech III		31.36	32.07	32.84	33.57		
Perinatal Tech	28.54	29.06	29.70	30.25	30.84	32.43	
Orthopedic Tech	29.39	29.96	30.55	31.19	31.79	32.41	
Psych Tech	30.57	31.16	31.79	32.41	33.11	34.09	35.08
LVN	30.57	31.16	31.79	32.41	33.11	34.09	35.08
Senior LVN	32.12	32.71	33.36	33.97	34.59	35.61	36.61
Surgical Services Tech (SST)	28.54	29.06	29.70	30.25	30.84	32.43	
Surgical Tech I	43.63	44.50	45.37	46.29	47.22	48.14	
Surgical Tech II	44.63	45.50	46.37	47.29	48.22	49.14	
Anesthesia Tech I	42.99	43.84	44.70	45.61	46.52	47.43	
Anesthesia Tech II	44.26	45.16	46.06	46.97	47.91	48.86	

NUHW (Service) Benefited 1.5% Increase effective first full pay period that begins in October 2017						
Job Title	Start Step 1	1 Yr Step 2	3 Yr Step 3	5 Yr Step 4	8 Yr Step 5	10 Yr Step 6
Parking Attendant	20.21	20.61	20.98	21.38	21.80	25.36
Food Service Aide	20.39	20.81	21.16	21.59	21.94	25.61
Cook	27.20	27.82	28.42	29.03	29.70	30.37
Housekeeping Aide	20.47	20.86	21.27	21.68	22.02	25.72
Head Housekeeping Aide	20.47	20.86	21.27	21.68	22.02	25.72
Housekeeping Aide, Surgical Services	21.09	21.48	21.90	22.31	22.68	26.50
Lead Housekeeping Aide, Surgical Services	21.09	21.48	21.90	22.31	22.68	26.50
OB Aide	20.88	21.30	21.73	22.09	22.52	25.65
Hospital Attendant	21.50	21.96	22.37	22.78	23.19	26.22
Hospital Attendant (Certified)	22.37	22.83	23.25	23.67	24.12	27.20
Central Distribution Aide I	21.50	21.96	22.37	22.78	23.19	26.22
Central Distribution Aide II	21.96	22.41	22.85	23.33	23.78	26.86
Lead Central Distribution Aide	22.40	22.86	23.31	23.81	24.26	27.40
Residential Care Attendant	20.20	20.61	20.96	21.38	21.74	25.36
Senior Residential Care Attendant	22.15	22.60	23.03	23.46	23.89	26.97
Patient Care Assistant	23.26	23.72	24.17	24.68	25.11	28.30
Rehabilitation Aide	25.54	25.92	26.37	26.80	27.23	29.41

<b>NUHW (Technical) Benefited</b> <b>1.5% Increase effective first full pay period that begins in April 2018</b>							
Job Title	Start Step 1	After 1 Yr Step 2	After 2 Yr Step 3	After 3 Yr Step 4	After 4 Yr Step 5	After 5 Yr Step 6	After 10 Yr Step 7
Tech, Sterile Processing I	28.31	28.65	29.05	29.39			
Sterile Processing Tech II	28.86	29.20	29.49	29.94			
Sterile Processing Tech III		31.83	32.55	33.33	34.07		
Perinatal Tech	28.97	29.50	30.15	30.71	31.30	32.92	
Orthopedic Tech	29.83	30.41	31.01	31.66	32.27	32.89	
Psych Tech	31.03	31.63	32.27	32.89	33.60	34.60	35.61
LVN	31.03	31.63	32.27	32.89	33.60	34.60	35.61
Senior LVN	32.61	33.20	33.86	34.48	35.11	36.14	37.16
Surgical Services Tech (SST)	28.97	29.50	30.15	30.71	31.30	32.92	
Surgical Tech I	44.28	45.17	46.05	46.99	47.93	48.87	
Surgical Tech II	45.28	46.17	47.05	47.99	48.93	49.86	
Anesthesia Tech I	43.63	44.50	45.37	46.29	47.22	48.14	
Anesthesia Tech II	44.93	45.84	46.75	47.68	48.63	49.60	

NUHW (Service) Benefited 1.5% Increase effective first full pay period that begins in April 2018						
Job Title	Start Step 1	1 Yr Step 2	3 Yr Step 3	5 Yr Step 4	8 Yr Step 5	10 Yr Step 6
Parking Attendant	20.52	20.92	21.29	21.70	22.13	25.74
Food Service Aide	20.70	21.12	21.48	21.92	22.27	25.99
Cook	27.61	28.24	28.85	29.47	30.15	30.83
Housekeeping Aide	20.78	21.17	21.59	22.01	22.35	26.11
Head Housekeeping Aide	20.78	21.17	21.59	22.01	22.35	26.11
Housekeeping Aide, Surgical Services	21.41	21.80	22.22	22.65	23.02	26.90
Lead Housekeeping Aide, Surgical Services	21.41	21.80	22.22	22.65	23.02	26.90
OB Aide	21.20	21.62	22.06	22.42	22.86	26.04
Hospital Attendant	21.82	22.29	22.71	23.12	23.54	26.61
Hospital Attendant (Certified)	22.71	23.17	23.59	24.03	24.48	27.61
Central Distribution Aide I	21.82	22.29	22.71	23.12	23.54	26.61
Central Distribution Aide II	22.29	22.75	23.19	23.68	24.14	27.26
Lead Central Distribution Aide	22.74	23.20	23.66	24.17	24.62	27.81
Residential Care Attendant	20.51	20.92	21.27	21.70	22.07	25.75
Senior Residential Care Attendant	22.48	22.94	23.38	23.81	24.25	27.37
Patient Care Assistant	23.60	24.08	24.53	25.05	25.49	28.72
Rehabilitation Aide	25.92	26.31	26.77	27.20	27.64	29.86

<b>NUHW (Technical) Benefited</b> <b>1.5% Increase effective first full pay period that begins in October 2018</b>							
Job Title	Start Step 1	After 1 Yr Step 2	After 2 Yr Step 3	After 3 Yr Step 4	After 4 Yr Step 5	After 5 Yr Step 6	After 10 Yr Step 7
Tech, Sterile Processing I	28.73	29.08	29.49	29.83			
Sterile Processing Tech II	29.29	29.64	29.93	30.39			
Sterile Processing Tech III		32.31	33.04	33.83	34.58		
Perinatal Tech	29.40	29.94	30.60	31.17	31.77	33.41	
Orthopedic Tech	30.28	30.87	31.48	32.14	32.75	33.39	
Psych Tech	31.50	32.10	32.75	33.39	34.11	35.12	36.14
LVN	31.50	32.10	32.75	33.39	34.11	35.12	36.14
Senior LVN	33.09	33.70	34.37	35.00	35.64	36.68	37.72
Surgical Services Tech (SST)	29.40	29.94	30.60	31.17	31.77	33.41	
Surgical Tech I	44.94	45.85	46.74	47.69	48.65	49.60	
Surgical Tech II	45.94	46.85	47.74	48.69	49.65	50.60	
Anesthesia Tech I	43.63	44.50	45.37	46.29	47.22	48.14	
Anesthesia Tech II	44.93	45.84	46.75	47.68	48.63	49.60	

NUHW (Service) Benefited 1.5% Increase effective first full pay period that begins in October 2018						
Job Title	Start Step 1	1 Yr Step 2	3 Yr Step 3	5 Yr Step 4	8 Yr Step 5	10 Yr Step 6
Parking Attendant	20.82	21.23	21.61	22.03	22.46	26.12
Food Service Aide	21.01	21.44	21.80	22.25	22.60	26.38
Cook	28.02	28.66	29.28	29.91	30.60	31.29
Housekeeping Aide	21.09	21.49	21.91	22.34	22.69	26.50
Head Housekeeping Aide	21.09	21.49	21.91	22.34	22.69	26.50
Housekeeping Aide, Surgical Services	21.73	22.13	22.56	22.99	23.37	27.30
Lead Housekeeping Aide, Surgical Services	21.73	22.13	22.56	22.99	23.37	27.30
OB Aide	21.51	21.94	22.39	22.76	23.20	26.43
Hospital Attendant	22.15	22.62	23.05	23.47	23.89	27.01
Hospital Attendant (Certified)	23.05	23.52	23.95	24.39	24.85	28.02
Central Distribution Aide I	22.15	22.62	23.05	23.47	23.89	27.01
Central Distribution Aide II	22.62	23.09	23.54	24.03	24.50	27.67
Lead Central Distribution Aide	23.08	23.55	24.01	24.53	24.99	28.22
Residential Care Attendant	20.81	21.23	21.59	22.03	22.40	26.13
Senior Residential Care Attendant	22.82	23.28	23.73	24.17	24.62	27.78
Patient Care Assistant	23.96	24.44	24.90	25.42	25.87	29.15
Rehabilitation Aide	26.31	26.71	27.17	27.61	28.05	30.30

<b>NUHW (Technical) Benefited</b> <b>1.5% Increase effective first full pay period that begins in April 2019</b>							
Job Title	Start Step 1	After 1 Yr Step 2	After 2 Yr Step 3	After 3 Yr Step 4	After 4 Yr Step 5	After 5 Yr Step 6	After 10 Yr Step 7
Tech, Sterile Processing I	29.16	29.51	29.93	30.28			
Sterile Processing Tech II	29.73	30.08	30.38	30.85			
Sterile Processing Tech III		32.79	33.54	34.34	35.10		
Perinatal Tech	29.84	30.39	31.06	31.63	32.25	33.91	
Orthopedic Tech	30.74	31.33	31.95	32.62	33.24	33.89	
Psych Tech	31.97	32.58	33.24	33.89	34.62	35.65	36.69
LVN	31.97	32.58	33.24	33.88	34.62	35.65	36.69
Senior LVN	33.59	34.21	34.89	35.53	36.17	37.23	38.29
Surgical Services Tech (SST)	29.84	30.39	31.06	31.63	32.25	33.91	
Surgical Tech I	45.61	46.54	47.44	48.41	49.38	50.34	
Surgical Tech II	46.61	47.54	48.44	49.41	50.38	51.34	
Anesthesia Tech I	44.29	45.17	46.05	46.99	47.93	48.86	
Anesthesia Tech II	45.61	46.53	47.45	48.40	49.36	50.34	

NUHW (Service) Benefited 1.5% Increase effective first full pay period that begins in April 2019						
Job Title	Start Step 1	1 Yr Step 2	3 Yr Step 3	5 Yr Step 4	8 Yr Step 5	10 Yr Step 6
Parking Attendant	21.14	21.55	21.93	22.36	22.80	26.52
Food Service Aide	21.33	21.76	22.13	22.58	22.94	26.78
Cook	28.44	29.09	29.72	30.36	31.06	31.76
Housekeeping Aide	21.41	21.81	22.24	22.68	23.03	26.90
Head Housekeeping Aide	21.41	21.81	22.24	22.68	23.03	26.90
Housekeeping Aide, Surgical Services	22.06	22.46	22.90	23.33	23.72	27.71
Lead Housekeeping Aide, Surgical Services	22.06	22.46	22.90	23.33	23.72	27.71
OB Aide	21.84	22.27	22.73	23.10	23.55	26.82
Hospital Attendant	22.48	22.96	23.40	23.82	24.25	27.42
Hospital Attendant (Certified)	23.40	23.87	24.31	24.76	25.22	28.44
Central Distribution Aide I	22.48	22.96	23.40	23.82	24.25	27.42
Central Distribution Aide II	22.96	23.44	23.89	24.39	24.87	28.09
Lead Central Distribution Aide	23.43	23.90	24.37	24.90	25.37	28.65
Residential Care Attendant	21.13	21.55	21.91	22.36	22.74	26.53
Senior Residential Care Attendant	23.16	23.63	24.09	24.53	24.99	28.20
Patient Care Assistant	24.32	24.81	25.27	25.81	26.26	29.59
Rehabilitation Aide	26.70	27.11	27.58	28.02	28.47	30.76

<b>NUHW (Technical) Benefited</b> <b>1.5% Increase effective first full pay period that begins in October 2019</b>							
Job Title	Start Step 1	After 1 Yr Step 2	After 2 Yr Step 3	After 3 Yr Step 4	After 4 Yr Step 5	After 5 Yr Step 6	After 10 Yr Step 7
Tech, Sterile Processing I	29.60	29.95	30.38	30.73			
Sterile Processing Tech II	30.18	30.53	30.84	31.31			
Sterile Processing Tech III		33.28	34.04	34.86	35.63		
Perinatal Tech	30.29	30.85	31.53	32.11	32.73	34.42	
Orthopedic Tech	31.20	31.80	32.43	33.11	33.74	34.39	
Psych Tech	32.45	33.07	33.74	34.39	35.14	36.18	37.24
LVN	32.45	33.07	33.74	34.39	35.14	36.18	37.24
Senior LVN	34.09	34.72	35.41	36.06	36.71	37.79	38.86
Surgical Services Tech (SST)	30.29	30.85	31.53	32.11	32.73	34.42	
Surgical Tech I	46.30	47.24	48.16	49.13	50.12	51.10	
Surgical Tech II	47.30	48.24	49.16	50.12	51.12	52.10	
Anesthesia Tech I	44.29	45.17	46.05	46.99	47.93	48.86	
Anesthesia Tech II	45.61	46.53	47.45	48.40	49.36	50.34	

<b>NUHW (Service) Benefited</b> <b>1.5% Increase effective first full pay period that begins in October 2019</b>						
Job Title	Start Step 1	1 Yr Step 2	3 Yr Step 3	5 Yr Step 4	8 Yr Step 5	10 Yr Step 6
Parking Attendant	21.45	21.88	22.26	22.70	23.14	26.91
Food Service Aide	21.65	22.09	22.46	22.92	23.28	27.18
Cook	28.87	29.53	30.17	30.82	31.53	32.24
Housekeeping Aide	21.73	22.14	22.57	23.02	23.38	27.30
Head Housekeeping Aide	21.73	22.14	22.57	23.02	23.38	27.30
Housekeeping Aide, Surgical Services	22.39	22.80	23.24	23.68	24.08	28.13
Lead Housekeeping Aide, Surgical Services	22.39	22.80	23.24	23.68	24.08	28.13
OB Aide	22.16	22.61	23.07	23.45	23.91	27.22
Hospital Attendant	22.82	23.31	23.75	24.18	24.62	27.83
Hospital Attendant (Certified)	23.75	24.23	24.67	25.13	25.60	28.87
Central Distribution Aide I	22.82	23.31	23.75	24.18	24.62	27.83
Central Distribution Aide II	23.31	23.79	24.25	24.76	25.24	28.51
Lead Central Distribution Aide	23.78	24.26	24.74	25.27	25.75	29.08
Residential Care Attendant	21.44	21.88	22.24	22.70	23.08	26.92
Senior Residential Care Attendant	23.51	23.98	24.45	24.90	25.36	28.62
Patient Care Assistant	24.68	25.18	25.65	26.19	26.65	30.03
Rehabilitation Aide	27.10	27.51	27.99	28.45	28.90	31.22

## FOOTNOTES TO APPENDIX A

1. This classification shall apply only to a Licensed Vocational Nurse:
  - (a) who is specifically and regularly assigned by the Medical Center to direct the work of other employees in a work area for the major portion of a shift; or
  - (b) who is specifically and regularly assigned by the Medical Center to be in charge of a Nursing Unit or Nursing Station; or
  - (c) who is I.V. therapy certified and is assigned by the Medical Center to perform I.V. therapy as part of her/his regular work assignment.

Her/his wage rate set forth above contains an hourly premium over the wage rate for L.V.N. If he/she is so assigned on a part-time basis (but this is his/her regular assignment), the premium will be pro-rated according to the number of shifts she/he works per week as Senior L.V.N.

2. Persons employed in heavy work for more than one (1) hour in any one shift shall receive a one dollar (\$1.00) per hour differential above the wage scale for Housekeeping Aide for hours actually worked in such heavy work assignments. (This means that persons who were classified as Wall Washers or Floor Maintenance Men on April 30, 1977, who are employed in heavy work for more than one (1) hour in any one shift shall receive this differential over their own rate of pay for hours actually worked in such heavy work assignments).

Heavy work is defined as:

- (a) Re-conditioning (stripping, sealing, applying new finish) of floors;
  - (b) The shampooing of large carpet areas, utilizing heavy equipment;
  - (c) Complete floor to ceiling whole room washing using heavy duty equipment and supplies such as in preparation for painting;
  - (d) Washing of windows in project assignments such as a half or full floor.
  - (e) Moving heavy trash/soiled linen/biowaste from patient and related areas to a central location for disposal and includes collecting/bundling/bailing of cardboard.
3. Persons employed by the Medical Center on April 30, 1983 in the classification of Yard Worker shall be reclassified as Housekeeping Aides, but shall continue to receive a six cent (\$.06) per hour differential over the wage scale for Housekeeping Aides while so classified.
4. Persons employed in positions of "Head Housekeeping Aide" and "Lead Housekeeping Aide, Surgical Services" receive a one dollar (\$1.00) per hour pay differential above the wage scale for all hours worked".
5. (b) (6), (b) (7)(C) is the only Parking Lot Attendant represented by NUHW.



UNITED STATES OF AMERICA  
NATIONAL LABOR RELATIONS BOARD  
RD PETITION

DO NOT WRITE IN THIS SPACE

Case No.

20-RD-259233

Date Filed

4/16/2020

**INSTRUCTIONS:** Unless e-Filed using the Agency's website, [redacted], submit an original of this Petition to an NLRB office in the Region in which the employer concerned is located. The petition must be accompanied by both a showing of interest (see 7 below) and a certificate of service showing service on the employer and all other parties named in the petition of: (1) the petition; (2) Statement of Position form (Form NLRB-505); and (3) Description of Representation Case Procedures (Form NLRB 4812). The showing of interest should only be filed with the NLRB and should not be served on the employer or any other party.

1. **PURPOSE OF THIS PETITION:** RD- DECERTIFICATION (REMOVAL OF REPRESENTATIVE) - A substantial number of employees assert that the certified or currently recognized bargaining representative is no longer their representative. The Petitioner alleges that the following circumstances exist and requests that the National Labor Relations Board proceed under its proper authority pursuant to Section 9 of the National Labor Relations Act.

2a. Name of Employer IFPTE Local 21		2b. Address(es) of Establishment(s) involved (Street and number, city, state, ZIP code) 1167 Mission Street, 2nd Floor, San Francisco, CA, 94103	
3a. Employer Representative - Name and Title Debra Grabelle, Executive Director		3b. Address (If same as 2b - state same) same	
3c. Tel. No. 415-864-2100	3d. Fax No. 415-864-2166	3e. Cell No.	3f. E-Mail Address debra.grabelle@ifpte21.org
4a. Type of Establishment (Factory, mine, wholesaler, etc.) Labor Union		4b. Principal product or service Workers' Rights	
5a. Description of Unit Involved Included: Field, Communications, Research, and Political Staff. Excluded:		5b. City and State where unit is located: HQ in San Francisco, CA (Satellites in: Oakland, Martinez, and San Jose.)	
6. No. of Employees in Unit 20	7. Do a substantial number (30% or more) of the employees in the unit no longer wish to be represented by the certified or currently recognized bargaining representative? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		
8a. Name of Recognized or Certified Bargaining Agent CWA 9410		8b. Affiliation, if any	
8c. Address 240 Second Street San Francisco, CA 94105		8d. Tel. No. 415-777-9410	8e. Cell No.
		8f. Fax No. 415-777-0195	8g. E-Mail Address
9. Date of Recognition or Certification		10. Expiration Date of Current or Most Recent Contract, if any (Month, Day, Year) June 30, 2020	
11a. Is there now a strike or picketing at the Employer's establishment(s) involved? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		11b. If so, approximately how many employees are participating?	
11c. The Employer has been picketed by or on behalf of (Insert Name) (Insert Address)		a labor organization, of since (Month, Day, Year)	
12. Organizations or individuals other those named in items 8 and 11c, which have claimed recognition as representatives and other organizations and individuals known to have a representative interest in any employees in the unit described in item 5 above. (If none, so state)			
12a. Name IBT 856 Peter Finn, Secretary-Treasurer	12b. Address 453 San Mateo Avenue San Bruno, CA 94066	12c. Tel. No. 800-758-8326	12d. Fax No. 650-635-1632
		12e. Cell No. (415) 596-0476	12f. E-Mail Address pfinn@ibt856.org
13. Election Details: If the NLRB conducts an election in this matter, state your position with respect to any such election.		13a. Election Type: <input type="checkbox"/> Manual <input checked="" type="checkbox"/> Mail <input type="checkbox"/> Mixed Manual/Mail	
13b. Election Date(s)	13c. Election Time(s)	13d. Election Location(s)	
14. Full Name of Petitioner (b) (6), (b) (7)(C)			
14a. Address (Street and number, city, state, ZIP code) (b) (6), (b) (7)(C)		14b. Tel. No. (b) (6), (b) (7)(C)	14c. Fax No.
		14d. Cell No. (b) (6), (b) (7)(C)	14e. E-Mail Address (b) (6), (b) (7)(C)
14f. Affiliation, if any			
15. Representative of the Petitioner who will accept service of all papers for purposes of the representation proceeding.			
15a. Name		15b. Title	
15c. Address (Street and number, city, state, ZIP code)		15d. Tel. No.	15e. Fax No.
		15f. Cell No.	15g. E-Mail Address
I declare that I have read the above petition and that the statements are true to the best of my knowledge and belief.			
(b) (6), (b) (7)(C)		Title	Date Filed 4/14/20

WILLFUL FALSE STATEMENTS ON

AND IMPRISONMENT (U.S. CODE, TITLE 18, SECTION 1001)

## PRIVACY ACT STATEMENT

Solicitation of the information on this form is authorized by the National Labor Relations Act (NLRA), 29 U.S.C. § 151 et seq. The principal use of the information is to assist the National Labor Relations Board (NLRB) in processing representation and related proceedings or litigation. The routine uses for the information are fully set forth in the Federal Register, 71 Fed. Reg. 74942-43 (Dec. 13, 2006). The NLRB will further explain these uses upon request. Disclosure of this information to the NLRB is voluntary; however, failure to supply the information may cause the NLRB to decline to invoke its processes.