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6 Attorneys for Petitioner
NATIONAL UNION OF HEALTHCARE WORKERS
7

8 UNITED STATES OF AMERICA
9 BEFORE THE NATIONAL LABOR RELATIONS BOARD

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12 ALTA BATES SUMMIT MEDICAL
CENTER

13

Employer,

14

and

15

NATIONAL UNION OF
HEALTHCARE WORKERS

16

Petitioner,

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and

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SEIU UNITED HEALTHCARE
WORKERS-WEST,

19

Incumbent Union/Intervenor.
20
21

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21

22

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) Case No. 32-RC-088536
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) **PETITIONER NUHW'S REQUEST FOR**
) **REVIEW OF REGIONAL DIRECTOR'S**
) **DECISION TO DISMISS**
) **REPRESENTATION PETITION**

1 **I. INTRODUCTION**

2 Pursuant to section 102.67(c), subdivisions (1) and (4), of the National Labor Relations
3 Board's Rules and Regulations, Petitioner the National Union of Healthcare Workers (NUHW or
4 Petitioner) requests review of the September 12, 2012 decision of Regional Director William A.
5 Baudler dismissing the representation petition in the above-referenced matter. Petitioner asserts
6 this request should be granted because the unique circumstances of this case, in which the parties
7 reached a contract before the instant petition was filed, coupled with compelling policy
8 considerations and other well-established Board doctrines allowing for employees to chose their
9 bargaining representatives at appropriate times, warrant the inapplicability of, and/or an exception
10 to, the certification-year rule, in this case.

11
12 **II. BACKGROUND**

13 Since early 2009, a very substantial number of employees at Alta Bates Summit Medical
14 Center ("employer"), in Berkeley, California, have been unhappy with their current bargaining
15 representative, Service Employees International Union, United Healthcare Workers—West
16 ("SEIU UHW" or "Incumbent") , and have indicated a desire to change bargaining
17 representatives. Those employees first filed a petition on February 2, 2009, seeking a prompt
18 election and an opportunity to freely choose between the incumbent SEIU UHW and a newly
19 formed union, the petitioner NUHW. See Exhibit 1, Representation Petition in Case No. 32-RC-
20 5612. As the Board may know, this original 2009 petition, along with many others filed in 2009
21 by employees seeking an opportunity to change their bargaining representative from SEIU UHW
22 to NUHW, was initially blocked from processing for years based on unfair labor practice charges
23 filed by SEIU UHW, and alleging novel theories, that were ultimately, either dismissed or
24 withdrawn after findings that the charges had no merit. See, e.g., Board record in Case No. 32-
25 RC-5612.

26 While the initial February 2009 petition was pending, but not being processed, the
27 employer bargained with and signed a collective bargaining agreement with the incumbent union.
28 By its terms, this agreement states it is effective March 13, 2010 through December 31, 2012. See

1 Exhibit 2, SEIU UHW—Alta Bates Summit Medical Center Collective Bargaining Agreement
2 (Agreement). Throughout this time, beginning from the February 2, 2009 petition, and until the
3 employer and the incumbent entered the agreement, the existence of the pending 2009 petition had
4 no adverse impact on the employer’s relations with the incumbent union. During this long time
5 period, the employer did not refuse to bargain with the incumbent, nor withdraw recognition from
6 the incumbent, based upon the existence of the pending February 2009 petition.

7 Finally, nearly two years after its filing, the February 2009 petition resulted in an election,
8 which was conducted on January 21, 2011. NUHW filed objections to the election, which
9 resulted in a May 2011 hearing. On August 10, 2011, those objections were overruled. On
10 December 19, 2011, this Board certified the incumbent union as the representative of the
11 petitioned-for employees.

12 Meanwhile, during the January 2011 election, the filing of objections, the objections
13 hearing, and during other post-election matters, the employer continued to recognize the
14 incumbent and to honor the terms of its antecedent Agreement with the incumbent, which expires
15 on December 31, 2012. Throughout this time, the incumbent union and the employer were
16 quickly negotiating a successor contract, and on August 17, 2012, the incumbent union claimed,
17 via a flyer it distributed throughout the bargaining unit, to have successfully settled a new contract
18 with the employer. See Exhibit 2, “Urgent Update” flyer. On August 24, 2012, the incumbent
19 union claimed that the bargaining unit had ratified its new “three year contract.” See Exhibit 2,
20 SEIU UHW webpage, “SEIU—UHW Members at Sutter Eden, Delta and ABSMC Win
21 Contract.” Again, throughout this time, there is no evidence whatsoever that the representation
22 election had any disruptive impact on the collective bargaining relationship between the
23 incumbent union and the employer. Rather, the incumbent union and the employer were able to
24 attempt to prematurely extend their contract through negotiating a successor agreement even
25 before the beginning of the filing window prior to the December 31, 2012 expiration of the
26 existing antecedent Agreement.

27 The instant petition, Case No. 32-RC-088536, was filed on September 4, 2012, during the
28 health care window period for filing such a petition, prior to the December 31, 2012 expiration

1 date of the antecedent Agreement (Exhibit 2). The instant petition was dismissed on September
2 12, 2012, without hearing or the benefit of a developed record, because it was found to have
3 “run[] afoul of the Board’s certification-year rule, which precludes the processing of election
4 petitions filed within one year of a Board certification in the petitioned-for bargaining unit, absent
5 circumstances not shown to be present here.” This timely request for review follows.

6
7 **III. ARGUMENT**

8 Petitioner’s request asserts that review is warranted because (1) the decision to dismiss this
9 petition raises a substantial question of law and policy because it represents a departure from
10 existing Board precedent concerning the doctrine against premature extensions being allowed to
11 deprive a petitioner of the open period under the original contract, and, alternatively, (2) the
12 decision to dismiss presents compelling reasons for reconsideration of an important Board rule
13 and policy concerning the application of the Board’s certification bar rule, as it here can be
14 construed to effectively stifle free choice by potentially allowing the imposition of a certification-
15 year rule to eliminate the singular window

16 **A. The Unique Factual Circumstances of this Case Render the Certification-Year**
17 **Rule Inapplicable, And/ Or Warrant an Exception to the Certification-Year**
18 **Rule**

19 The certification-year rule is a Board-created doctrine that it built on the public policy of
20 allowing a recently elected union to stabilize a bargaining relationship with an employer by
21 negotiating a post-election contract without the added interference of an additional decertification
22 campaign. However, as a Board created doctrine, the application of the certification bar is not
23 applied of rote, but is to be determined on a case-by-case basis. In particular, the Board has, on
24 occasion, found an exception to the certification bar rule where there were “unusual
25 circumstances” that allowed for the processing of a petition that was filed within one year from
26 certification. See, e.g. *Ludlow Typograph Co.*, 108 NLRB 1463, 1464-1465 (1954), recognizing
27 “that the Act is designed primarily to protect the right of employees to self-organization” and that
28 “when a substantial number of employees have indicated a desire to change bargaining
representatives” then restraints on elections “should not extend beyond what is absolutely

1 essential for the establishment of sound labor relations.”

2 In dismissing the instant petition, the Regional director cited cases which are
3 distinguishable in several aspects. First, in both cases, and in nearly all cases where the
4 certification-year rule has been applied, there is strong evidence of employer hostility, and of a
5 consequent failure to properly bargain and to negotiate a contract, with the certified union. For
6 example, in *United Supermarkets*, 287 NLRB 119, 119 (1987), cited by the Regional Director, the
7 Board was addressing a decertification petition that was filed within the post-certification year,
8 and during a time in which there was evidence that the employer was reluctant to bargain and had
9 refused to comply with prior Board orders to remedy unlawful conduct directed at the employees
10 who were the subject of the decertification petition. In applying the certification-year rule, the
11 Board therein noted how the decertification petition influenced the employer’s conduct towards
12 the certified union: “...it is also true that the Respondent relied in part on this prematurely filed
13 petition to support its withdrawal.” *Id.* at 120. The Board also noted that the proof of support
14 accompanying the petition was “unreliable as an indicator of uncoerced employee sentiment” as
15 there remained unremedied unfair labor practices in existence when signatures were gathered in
16 support of the decertification petition. *Ibid.*

17 Similarly, in *Americare-New Lexington Health Care Center*, 316 NLRB 1226 (1995), also
18 cited by the Regional Director, the Board was considering a situation wherein an employer
19 repeatedly attempted to withdraw recognition and refused to bargain with a certified union,
20 requiring extensive intervention by the Board in order to force the employer to come to the table
21 and bargain with the union. When the employer withdrew recognition again based on alleged
22 evidence of decertification, the Board upheld an extension of the certification-year rule to account
23 for the “hiatus in bargaining” during which the employer had withdrawn recognition and refused
24 to bargain. *Id.* at 1226-1227. Again, the reason for imposing the certification-year rule was so
25 that the parties could bargain a new contract free from the distractions caused by a decertification
26 campaign: “There is at least as great a need for a guaranteed postelection insular period *in which*
27 *the bargaining relationship can stabilize and succeed.*” *Id.* at 1226 (emphasis added).

28 Here, there are several factors that are unique to this case and argue against the imposition

1 of the certification-year rule, including but not limited to: the lengthy and cooperative history of
2 bargaining between the employer and the incumbent; the time between the election and
3 certification; the extraordinary time it took for the prior election petition, filed in 2009, to result in
4 an initial election; the multiple year bar that would result if the old contract, the new contract, and
5 the certification bar were allowed to all piggy-back on one another such that a bar to the filing of a
6 new petition would effectively allow for a premature extension to stifle free choice, and would
7 allow for a contract of unreasonable duration, which is contrary to other well-established Board
8 law. However, perhaps most importantly, unlike in the cases cited by the Regional Director, and
9 in virtually all the cases in which the Board has stressed the importance of applying the
10 certification-year rule, this is not a case where the employer was withdrawing recognition from
11 the incumbent or was even hostile to bargaining a successor contract based on the filing of a rival
12 petition. The entire premise of applying the certification-year rule is to facilitate bargaining, and
13 to protect the incumbent union from employer hostility and threats to withdraw recognition that
14 are linked to a decertification campaign. *However, here, the instant petition was filed on*
15 *September 4, 2012, after the incumbent union announced (on September 24, 2012) that it had*
16 *ratified a new successor contract, and even before the antecedent contract expired. Where the*
17 *parties have already settled the contract, there is no need to apply the certification-year rule, and*
18 *applying it here only serves to stifle free choice, without furthering industrial stability. Given*
19 *these circumstances, as in Ludlow, barring an election does not at all appear to be “absolutely*
20 *essential for the establishment of sound labor relations.” Ludlow Typograph Co., supra, 108*
21 *NLRB at 1464-1465 (1954).*

22

23 **B. The Dismissal of the Instant Petition Runs Afoul of Other Well-Established**
24 **Board Doctrines and Prevents Employees from Making a Change in Their**
Bargaining Representatives at an Appropriate Time

25 The dismissal of this petition, filed during a window that is absolutely appropriate but for
26 the application of the Board-created certification-year rule to this case, potentially runs afoul of
27 another Board created doctrine, the doctrine against allowing a premature extension to deprive the
28 employees covered under the original contract from making a change in their bargaining

1 representatives during the open period under the original contract. Here, where the antecedent
2 contract claims to be effective through December 31, 2012, and where the new prematurely
3 extended contract was allegedly ratified on August 24, 2012, well-settled Board law provides that
4 “if a petition is filed during the open period calculated from the expiration date of the old contract,
5 the premature extension will not be a bar.” *M.C.P. Foods*, 311 NLRB 1159 (1993). But, if the
6 certification-year rule is given priority over the Board’s other doctrine, the result is that employees
7 at Alta Bates are potentially effectively prohibited from filing any representation petition from
8 March 13, 2010 through December 31, 2012 (based on the antecedent contract), and from August
9 24, 2012 for another three years, until the second window on the new contract in 2015. Such a
10 result would plainly violate the doctrine against premature extensions foreclosing any window for
11 filing, and would additionally seemingly create a five-year contract bar (2010 to 2015), which is
12 additionally effectively a contract of unreasonable duration. *Union Carbide Corp.*, 190 NLRB
13 191, 192 (1971). Thus, by dismissing the instant petition by a rote application of the certification-
14 year rule, without adequate consideration of these other Board doctrines, the Regional Director
15 has raised important policy considerations for this Board about how these doctrines must be
16 reconciled.

17 At least, a hearing is needed to consider these countervailing policies and to determine
18 whether free choice should be held subservient to stabilizing the collective bargaining relationship
19 in this case, when the incumbent and the employer have already reached a successor contract, and
20 where the employees seeking a change in bargaining representative are potentially subject to a
21 multi-year contract bar.

22
23 **IV. CONCLUSION**

24 For all the foregoing reasons, Petitioner NUHW respectfully requests that the Board grant
25 this request for review and issue appropriate directions to the Regional Director to rescind his
26 dismissal of the instant petition, to reinstate the petition, and to resume processing of the petition.
27 At least, Petitioner requests that this Board issue directions to the Regional Director to reinstate
28 the petition with directions that the Regional Director hold a hearing and develop a record to hear

1 evidence and argument regarding whether the factual circumstances surrounding the instant
2 petition warrant application of the certification-year rule in this very unique case.

3 DATED: October 16, 2012

SIEGEL, LEWITTER & MALKANI

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5 By: Latika Malkani
6 Jonathan H. Siegel
7 Latika Malkani
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10 Attorneys for Petitioner
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PROOF OF SERVICE

I declare that I am employed in the county of Alameda, California. I am over the age of eighteen years and not a party to the within action. My business address is 1939 Harrison Street, Suite 307, Oakland, California 94612.

On October 16, 2012, I served the within document:

**PETITIONER NUHW'S REQUEST FOR REVIEW OF REGIONAL DIRECTOR'S
DECISION TO DISMISS REPRESENTATION PETITION**

on the interested party(ies) herein by sending a true copy as follows:

William A. Baudler, Regional Director
National Labor Relations Board, Region 32
1301 Clay Street, Room 300-N
Oakland, CA 94612-5211
Email: NLRBRegion32@nlrb.gov

Bruce A. Harland
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Executive Secretary
National Labor Relations Board
1099 14th Street, N.W.
Washington, D.C. 20570-0001

Mark Pelkey, Director of HR
Alta Bates Summit Medical Center
2450 Ashby Avenue
Berkeley, CA 94705

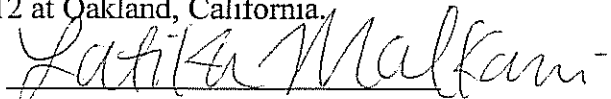
Jatinder K. Sharma, Assistant General Counsel
Sutter Health – Office of the General Counsel
2200 River Plaza Dr.
Sacramento, CA 95833-4134

(BY MAIL) Each such envelope, with postage thereon fully prepaid, was placed in the United States mail at Oakland, California. I am readily familiar with this firm's business practice for collection and processing of correspondence for mailing with the U.S. Postal Service pursuant to which practice the correspondence will be deposited with the U.S. Postal Service this same day in the ordinary course of business.

(BY ELECTRONIC MAIL) All of the pages of the above-described document(s) were sent to the recipients listed above via electronic mail, at the respective email address(es) indicated thereon.

(BY FACSIMILE) All of the pages of the above-described document(s) were sent to the recipients listed above via electronic transfer, at the respective facsimile number(s) indicated thereon.

I declare under penalty of perjury that the foregoing is true and correct and that this declaration was executed on October 16, 2012 at Oakland, California.


Latika Malkani

*Siegel,
LeWitter &
Malkani*

1939 Harrison Street
Suite 307
Oakland, CA 94612
510-452-5000
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EXHIBIT 1

UNITED STATES GOVERNMENT
NATIONAL LABOR RELATIONS BOARD
PETITION

DO NOT WRITE IN THIS SPACE	
Case No. 32-RC-5612	Date Filed 2-2-2009

INSTRUCTIONS: Submit an original of this Petition to the NLRB Regional Office in the Region in which the employer concerned is located.

The Petitioner alleges that the following circumstances exist and requests that the NLRB proceed under its proper authority pursuant to Section 9 of the NLRA.

1. PURPOSE OF THIS PETITION (If box RC, RM, or RD is checked and a charge under Section 8(b)(7) of the Act has been filed involving the Employer named herein, the statement following the description of the type of petition shall not be deemed made.) (Check One)
- 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.
 - RM-REPRESENTATION (EMPLOYER PETITION) - One or more individuals or labor organizations have presented a claim to Petitioner to be recognized as the representative of employees of Petitioner.
 - RD-DECERTIFICATION (REMOVAL OF REPRESENTATIVE) - A substantial number of employees assert that the certified or currently recognized bargaining representative is no longer their representative.
 - UD-WITHDRAWAL OF UNION SHOP AUTHORITY (REMOVAL OF OBLIGATION TO PAY DUES) - Thirty percent (30%) or more of employees in a bargaining unit covered by an agreement between their employer and a labor organization desire that such authority be rescinded.
 - UC-UNIT CLARIFICATION - A labor organization is currently recognized by Employer, but Petitioner seeks clarification of placement of certain employees: (Check one) In unit not previously certified. In unit previously certified in Case No. _____
 - AC-AMENDMENT OF CERTIFICATION - Petitioner seeks amendment of certification issued in Case No. _____ Attach statement describing the specific amendment sought.

2. Name of Employer Alla Bates Summit Medical Center		Employer Representative to contact Mark Beiting	Tel. No. 510-869-8268
3. Address(es) of Establishment(s) Involved (Street and number, city, State, ZIP code) 2450 Ashby Ave., Berkeley, CA 94705, 350 Hawthorne Ave, Oakland, CA 94609, 2001 Dwight Way, Berkeley, CA 94704		Fax No. 510-869-8254	
4a. Type of Establishment (Factory, mine, wholesaler, etc.) Hospital	4b. Identify principal product or service Healthcare	Cell No.	
5. Unit Involved (In UC petition, describe present bargaining unit and attach description of proposed clarification.) Included As described in expired collective bargaining agreement - see Attachment A		6a. Number of Employees in Unit: Present Approximately 1219	
Excluded		Proposed (By UC/AC)	
(If you have checked box RC in 1 above, check and complete EITHER Item 7a or 7b, whichever is applicable)		6b. Is this petition supported by 30% or more of the employees in the unit? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No *Not applicable in RM, UC, and AC	

- 7a. Request for recognition as Bargaining Representative was made on (Date) _____ 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.

8. Name of Recognized or Certified Bargaining Agent (If none, so state.) SEIU United Healthcare Workers-West		Affiliation SEIU
Address 560 20th Street, Oakland, CA 94612		Date of Recognition or Certification unknown
Tel. No. 510-251-1250	Fax No.	e-Mail
Cell No.		

9. Expiration Date of Current Contract. If any (Month, Day, Year)
June 30, 2008
10. If you have checked box UD in 1 above, show here the date of execution of agreement granting union shop (Month, Day and Year)

- 11a. Is there now a strike or picketing at the Employer's establishment(s) involved? Yes No
- 11b. If so, approximately how many employees are participating?

- 11c. The Employer has been picketed by or on behalf of (insert Name) _____, a labor organization, at (insert Address) _____ Since (Month, Day, Year) _____

12. Organizations or individuals other than Petitioner (and other than 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 unit described in Item 5 above. (If none, so state) **None**

Name	Address	Tel. No.	Fax No.

13. Full name of party filing petition (If labor organization, give full name, including local name and number)
National Union of Healthcare Workers

13a. Address (street and number, city, state, and ZIP code) 519 17th Street, Oakland, CA 94612		13b. Tel. No. EXT	13c. Fax No.
		13d. Cell No.	13e. e-Mail

15. Full name of national or international labor organization of which Petitioner is an affiliate or consultant (to be filled in when petition is filed by a labor organization)
No affiliations

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

Name (Print) Laila Malkani/Jonathan Siegel	Signature 	Title (if any) Attorney
Address (street and number, city, state, and ZIP code) Siegel & LeWitter, 1939 Harrison St., Suite 307, Oakland, CA 94612		Tel. No. 510-452-5000
		Fax No. 510-452-5004
		Cell No.
		eMail

WILLFUL FALSE STATEMENTS ON THIS PETITION CAN BE PUNISHED BY FINE 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 unfair labor practice 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 will cause the NLRB to decline to invoke its processes.

COPY SENT NLRB
Date 2/3/09 By [Signature]

RECEIVED
 NLRB REGION 9
 FEB - 2 PM 12:47
 DILLARD

EXHIBIT 2



United Healthcare Workers – West

Service Employees International Union
CTW, CLC

560 Thomas L. Berkley Way
Oakland, CA 94612

510-251-1250 * 800-585-4250

www.seiu-uhw.org
Quality Healthcare for All

Collective Bargaining Agreement with

Alta Bates Summit Medical Center

Effective March 13, 2010 - December 31, 2012

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AGREEMENT

THIS AGREEMENT is made and entered into by and between ALTA BATES SUMMIT MEDICAL CENTER whose name and address is set forth below, hereinafter called "Hospital, Medical Center, or Employer" and the SERVICE EMPLOYEES INTERNATIONAL UNION, UNITED HEALTHCARE WORKERS WEST hereinafter called the "Union."

WITNESSETH

PREAMBLE

The Employer and the Union agree that all Hospital employees and managers will treat each other, regardless of position, with dignity, respect, courtesy and trust. The foregoing principle should also apply in providing services to patients and visitors.

Both Parties recognize that it is to their mutual advantage and for the protection of the patients to have efficient and uninterrupted operation of the Medical Center. This Agreement is for the purpose of establishing such harmonious and constructive relationships between the parties that such results will be possible.

It is mutually agreed that it is the duty and right of the Administration to manage the Medical Center and to direct the working forces. This includes the right to hire, transfer, promote, reclassify, layoff, and discharge employees, subject only to the conditions herein set forth.

SECTION 1. RECOGNITION

1.1 The Medical Center recognizes the Union as the exclusive bargaining agent for employees covered by this Agreement whose classifications are listed in Appendix A. Excluded from the bargaining unit are office and clerical employees at the Alta Bates campus, cooks, stationary engineers, technical and professional employees, guards, supervisors and such other classifications as may have been historically excluded from the unit. The Agreement shall apply to other classifications which may be established within the scope of the duties now and historically included within the listed classifications.

1.2 In the event the Employer 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 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 permanent layoff, employees with one (1) year of service will be provided a minimum of two (2) weeks' notice.

SECTION 2. SUCCESSORS

2.1 For the purposes of the 2010 to 2012 Agreement only, in the event of a merger, sale, closure, leasing assignment, divestiture, or other transfer of ownership of the Medical Center or one of its patient care facilities in which represented employees work, the Employer shall comply with the following:

2.1.a Notification. The Employer shall notify the Union in writing at least ninety (90) days prior to taking any action described in the preceding paragraph, except hospital closure for which six (6) months advance notice is required.

2.1.b Successor. This Agreement shall be binding upon the Union and the Employer or any successor thereof whether the succession be by any of the means described above as it applies to the business of the Employer, in whole or in part, or to any change in management companies.

Any adoption of the contract by a successor binds the successor only for the purposes of the classifications of the employees working at the Medical Center represented by the Union at the time of the event giving rise to the successor. The successor shall be bound by the organizing and election procedures in Section 7 of this Agreement only with respect to employees working at the Medical Center presently not represented by a labor union.

2.1.c Conditions and Liabilities:

In the event the Employer desires to sell or otherwise transfer the establishment or engage in any other future acts set forth above and covered by this Agreement, it shall be a condition of the sale and/or transfer and inserted into any agreement of sale or management contract that this collective bargaining agreement and all its obligations thereof shall be binding upon any purchaser or transferee, except the purchaser or transferee may offer comparable benefit plans in lieu of the Medical Center's plans. Prior to taking any action described in this provision, the Employer shall comply with all its legal and contractual obligations regarding the compensation and payment due and owing to the employees or the Union.

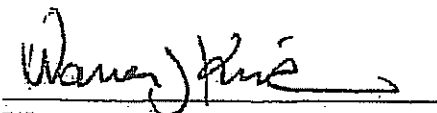
SECTION 42. TERM OF AGREEMENT

This Agreement shall be effective upon ratification and shall remain in full force and effect through December 31, 2012.

IN WITNESS WHEREOF, the duly authorized undersigned parties have hereunto fixed their signatures this 9th day of September 2010.

For the Employer:

ALTA BATES SUMMIT MEDICAL
CENTER



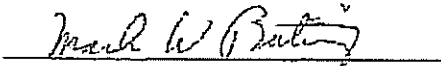
Warren Kirk
Chief Executive Officer

For the Union:

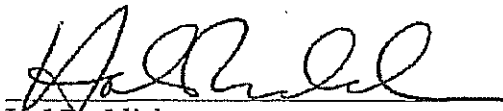
SEIU UNITED HEALTHCARE
WORKERS-WEST



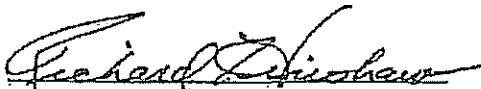
Dave Regan
Trustee



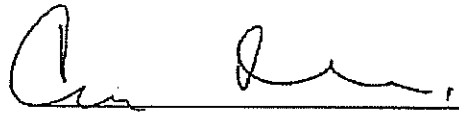
Mark Beiting
Vice President of Human Resources



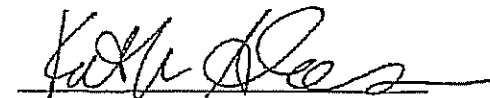
Hal Ruddick
Director



Richard Hinshaw
Director of Employee & Labor Relations



Carrie Cianchetti
Chief Negotiator



Kathryn Adams
EVS - Summit
Alta Bates Summit Medical Center
Bargaining Committee Member

At ABSMC...

URGENT UPDATE ON OUR CONTRACT SETTLEMENT

Our SEIU-UHW East Bay Region Bargaining Team has reached a contract agreement with Sutter. Our contract includes:

- Fights back Management's WARN notice
- Raises: 2% raises each year for the next 3 years, plus 2% ratification bonus
- Steward hours increased
- Vacation days – no change
- Sick days– no change
- Retirement – no change
- Holidays – no change
- Health Insurance – maintains free health insurance option
- Improved representation language
- Secured historic severance package for Business Office

Our Bargaining Team enthusiastically recommends contract ratification.

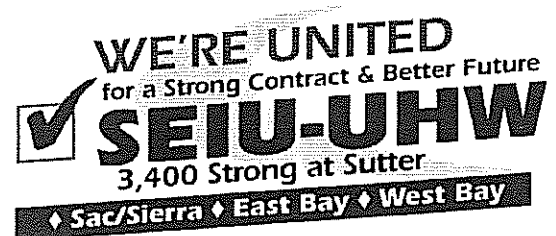
Vote YES! to protect our contract:

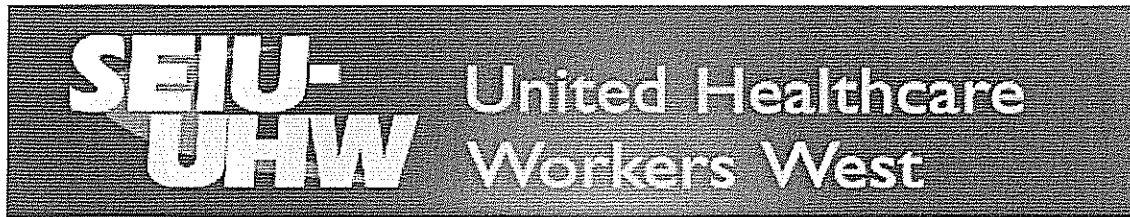
Ashby and Summit campuses

August 21 and 22 from 6am-4pm and 6pm-9pm

Herrick and Providence campuses

August 23 from 6am-9am and 11am-5pm





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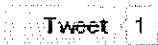
SEIU-UHW Members at Sutter Eden, Delta and ABSMC Win Contract

2,000 SEIU-UHW members at Sutter Eden, Delta and Alta Bates Summit Medical Center reached an agreement with Sutter Health and ratified their new contract. Members' three-year guaranteed contract secures fully paid healthcare benefits, maintains job security, improves representation language and guarantees raises plus a bonus. [Read more about our victory here.](#)



"Thanks to the hard work of our bargaining team and to everyone who voted to approve our contract. Now, we've locked in wages and benefits for 3 years!"
—Rodesha Jefferson, Sutter Delta

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UNITED HEALTHCARE WORKERS WEST