

**UNITED STATES OF AMERICA  
BEFORE THE NATIONAL LABOR RELATIONS BOARD  
REGION 18**

**FAIRVIEW HEALTH SERVICES<sup>1</sup>**

**Employer**

**and**

**Case 18-RC-188035**

**MINNESOTA NEWSPAPER AND  
COMMUNICATIONS GUILD, TNG-CWA  
LOCAL 37002**

**Petitioner**

**DECISION AND ORDER**

Minnesota Newspaper and Communications Guild, TNG-CWA Local 37002 (Petitioner) seeks to represent a unit of spoken language and sign language interpreters employed by Fairview Health Services (Employer). The Employer maintains that the petitioned-for unit is inappropriate for collective bargaining because, at a minimum, under the Board's Healthcare Rules Petitioner must seek a broader unit of all unrepresented technical employees in the Employer's employ as further described below. In the alternative, should the Employer be found to not be covered by the Board's Healthcare Rules, the Employer maintains that the only appropriate unit would include all employees employed by the Employer in its language department. On the other hand, Petitioner maintains that because the interpreters it seeks to represent spend significant time interpreting for patients in non-acute, outpatient settings, the petitioned-for unit falls outside the Board's Healthcare Rules and therefore the unit of interpreters is appropriate for collective bargaining.

A hearing officer of the Board held a hearing in this matter and the parties submitted briefs in support of their respective positions. Although Board law is not entirely clear about the application of the Board's Healthcare Rules to the Employer in this case, based on the record I find that the unit sought by Petitioner is inappropriate for collective bargaining, because at least with regard to the interpreters the Employer operates an integrated health care system making it impossible to decide that the interpreters do not work for an acute care hospital. Because Petitioner has declined to

---

<sup>1</sup> At the hearing the parties could not agree on the name of the Employer. Petitioner contends that the Employer is Fairview Health Services. The Employer contends that the Employer is University of Minnesota Medical Center. However, neither party addressed this issue thoroughly with regard to record evidence nor did either party discuss the issue in its post-hearing brief. I explain my reasoning for the designation of the Employer's name later in this decision.

go forward with an election in a unit broader than all employees employed in the language department, I am therefore dismissing this petition.

Under Section 3(b) of the Act, I have the authority to hear and decide this matter on behalf of the National Labor Relations Board. Based on the record in this proceeding, I find:

1. The hearing officer's rulings made at the hearing are free from prejudicial error and are hereby affirmed.
2. The Employer is engaged in commerce within the meaning of the Act, and it will effectuate the purposes of the Act to assert jurisdiction herein.<sup>2</sup>
3. Petitioner is a labor organization within the meaning of Section 2(5) of the Act.
4. There is no collective-bargaining agreement in effect covering any of the individuals in the petitioned-for unit and, therefore, no contract exists barring consideration of the instant petition.<sup>3</sup>

I begin this decision by providing an overview of the Employer, which is a health care system, as well as a description of the Employer's operation involved in this case and how it fits within the Fairview health care system. Second, I describe the nature of the work performed by individuals in the petitioned-for unit, including the department in which they work and the work they perform for facilities located on the UMMC campus.<sup>4</sup> The third section of this decision describes record evidence regarding the use of interpreters at clinics which are not part of the UMMC campus. Next I discuss relevant Board law. I end this decision by summarizing my reasons for concluding that the unit sought by Petitioner is inappropriate for collective bargaining.

---

<sup>2</sup> The Employer is a Minnesota non-profit corporation with an office and place of business located at 2450 Riverside Avenue, Minneapolis, Minnesota, and is engaged in providing healthcare services. During the past calendar year, a representative period, the Employer derived gross revenues in excess of \$250,000 and it purchased and received at its Minneapolis, Minnesota facility goods and services valued in excess of \$50,000 directly from suppliers located outside the State of Minnesota.

<sup>3</sup> The Employer contends that existing collective bargaining agreements with two labor organizations which represent certain technical employees in non-conforming units employed by the Employer at the University of Minnesota Medical Center are bars to the instant petition. In essence, the Employer argues that no labor organization except the two incumbents which currently represent technical employees can seek to represent any of the Employer's currently unrepresented technical employees, because to allow any labor organization other than the incumbents to represent technical employees would create a third non-conforming unit. The Employer cites no Board law in support of this position, and were it necessary to decide this issue, I would reject the Employer's argument that the existing collective bargaining agreements constitute a bar. However, it is unnecessary to reach this issue, as it is clear that the Employer has numerous unrepresented technical employees not sought by Petitioner. It is on the basis that Petitioner does not seek to represent all unrepresented technical employees of the Employer, that I am dismissing this petition.

<sup>4</sup> In this decision, I utilize the term "UMMC campus" as a shorthand reference to the Employer's operation of one (or possibly two) hospitals and a number of outpatient clinics all located on or near the campus of the University of Minnesota. In no way does the record reflect that the Employer refers to this group of facilities as the UMMC campus. Also to be clear, when this decision refers to UMMC, it is referring to the University of Minnesota Medical Center, an acute care hospital on the UMMC campus.

## The Operation of the Employer

The Employer is a regional medical system consisting of a number of acute-care hospitals and medical clinics located in the State of Minnesota. According to testimony by an Employer witness Fairview is the "parent company," and within Fairview are a variety of "hospital-based divisions." These hospital-based divisions consist of one or more hospitals, and also clinics associated with the hospital. Apparently some clinics are not associated with a hospital, and are within Fairview Medical Group. Each hospital-based division and the associated clinics have separate leadership and budgets.

University of Minnesota Medical Center (UMMC) is one of Fairview's hospitals. It is located on the campus of the University of Minnesota. While not discussed in the record, the University of Minnesota's campus is bisected by the Mississippi River, and therefore the two halves of the campus have been referred to as the West Bank and the East Bank. Like the University, the Employer has buildings on both the West Bank and the East Bank. The West Bank buildings include clinic locations referred to as Riverside Professional Building, West Building, Park Plaza Building the 2512 building, and the South Building, also called University of Minnesota Masonic Children's Hospital.<sup>5</sup> The East Bank buildings include the hospital named University of Minnesota Medical Center, the Phillips Wangenstein Building, and the Minnesota Clinics and Surgery Center.

With regard to the hospital and clinics that are part of the UMMC campus, the Employer contends that each clinic is a "department" of UMMC. However, there is little documentation supporting this claim. The Employer's Chief Nurse Executive generally testified that the clinics are departments of the hospital, but otherwise only explained that while each facility has its own budget, all of the individual budgets "flow up" to an overall unified budget for accounting purposes. I decline to conclude that the clinics on the UMMC campus are "departments" of UMMC hospital based on this limited evidence.

The University of Minnesota Medical Center, which again is the acute-care hospital involved in this case, has 883 in-patient beds, is an "academic" medical center associated with the University of Minnesota, and is a "full tertiary quaternary hospital," which means that in addition to routine medical care, the hospital deals with medical conditions and diseases that are high-risk. Medical care runs the gamut from birth to geriatric and everything in between. The average patient stay in the hospital is 6.4 days.

Some of the clinics which are part of the UMMC campus provide strictly out-patient services (for example the Park Plaza Building); other clinics include outpatient and inpatient services (such as the Riverside Professional Building which has a sleep center that is considered inpatient), and one (the Minnesota Clinics and Surgery Center)

---

<sup>5</sup> Although the general testimony by an Employer witness suggests that Children's Hospital is included as part of the UMMC campus, other record evidence suggest that Children's Hospital might be its own division. I make no finding regarding the status of Children's Hospital, although some record testimony cited later in this decision regarding Children's Hospital is relevant to deciding that the unit sought by Petitioner is inappropriate for collective bargaining.

is devoted to same-day surgery. Employer witnesses emphasized that some services provided by the Employer, such as imaging and radiology and pharmacy, are centrally provided regardless whether the patient is in the hospital or being seen in a clinic. However, this testimony lacks specificity and is somewhat contradicted by a witness for Petitioner.

There is a great deal of testimony regarding parking ramps that are attached to some of the buildings which make up the UMMC campus, as well as whether the buildings have access points which require the use of name badges, and therefore are only accessible to employees. Generally the testimony establishes that some of the buildings have parking ramps next to them, but members of the public can use any parking ramp they wish, while employees are assigned to a parking ramp – generally the one closest to the building wherein they work. The testimony also establishes that the buildings have entrances for the public, which can also be used by employees, but some entrances to the buildings (or parts of the buildings) can be accessed only by employees and only by using their name badges. Some of the buildings on the West Bank are also connected with one another by tunnels or skyways or even ground-level hallways. Apparently the Employer views these facts as significant in establishing that UMMC and the clinics on the UMMC campus together are an “acute care hospital” with the meaning of the Board’s Healthcare Rules.

There is no dispute that two labor organizations represent some (but not all) technical employees employed by UMMC, both in non-conforming units. Petitioner also did not rebut the Employer’s representation that UMMC employs 547 residual technical employees who are currently not represented by any labor organization. Petitioner also did not rebut Employer testimony that the Employer derives 64 percent of its revenue from inpatient services and 36 percent of its revenue from outpatient services with regard to its operations on the UMMC campus.

The Employer’s Chief Nurse Executive (who oversees nursing practice for all facilities which comprise the UMMC campus), testified that she, as well as the employees sought by Petitioner, are employed by UMMC. However, she did not explain how she reached this conclusion and the pay stubs for her (as well as the employees sought by Petitioner) list as the employer Fairview Health Services.

### **The Employees in the Unit Sought by Petitioner, Their Department, and Their Work at Facilities on the UMMC Campus**

For purposes of this hearing, the Employer and Petitioner agreed that the employees sought by Petitioner are technical employees within the meaning of the Board’s Healthcare Rules. The employees sought by Petitioner are employed in the language department. The language department consists of three supervisors, spoken language interpreters, sign language interpreters, and patient services coordinators (also referred to in the record as patient care coordinators or schedulers, herein called schedulers). Petitioner does not seek to represent the schedulers. The language department is located in the West Building, immediately behind emergency services, also called the emergency department. While the Employer contends in its post-hearing

brief that this area is akin to a traditional emergency room, the rather oblique testimony is that the adult emergency room located adjacent to the language services department is for “adults in for medical surgical reasons and for behavioral health services.” Thus, the record is insufficient for me to conclude that the emergency department adjacent to the language department is a traditional emergency room. I also note that it seems peculiar to have a traditional emergency room in a building that is not a hospital.

The physical layout of the language department is that it consists of a hallway with offices/rooms on both sides of the hallway. Three supervisors have offices in the language department, including Director of Language Services Diana Pennington, Manager of Language Services Yelena Kotlovich and Supervisor of Language Services Craig Lynch. Kotlovich and Lynch report to Pennington, who in turn reports to Senior Director of Patient Care Services Alyssa Schoen (Schoen reports directly to the Chief Nursing Executive). Additional offices/rooms in the language department include the Somali video remote interpreting room (which has three cubicles fully equipped for video interpretation), the Spanish video remote interpreting room (with four cubicles fully equipped for video interpretation), a supply closet, a scheduling office, and the “big room” (which has 10 cubicles – 8 equipped with video interpretation equipment - as well as employee lockers, a refrigerator, a water cooler and a printer). There are also some lockers in the Somali video remote interpreting room and some in the supply closet. The lockers are used solely by interpreters, as the schedulers work in the scheduling office and have desks assigned to each of them. Language department employees might take breaks in the “big room” or in a break room between the West Building and the East Building, which is also used by other UMMC employees. The nearest cafeteria available for their use is in the East Building. Language department employees who need parking use the Yellow Parking Ramp.

All employees in the language department use an e time machine in the hallway of the language department to “punch in” at the beginning their workday and to “punch out” at the end of their workday. However, at times interpreters who are assigned to begin the workday in another building will not “punch in” using the e time machine located in the language department, but will utilize one of the e time machines scattered throughout the UMMC campus. Assuming interpreters start their day in the language department, they then log onto a computer to determine their assignments for the day. Assignments to particular patients and locations are made up to 48 hours in advance. Interpreters could have 4 – 10 appointments in a day, depending on the patients they assist. To the extent interpreters have “down time” during the day (that is time that they are not with patients) they are supposed to return to the language department offices to answer calls or to perform interpreting from the office.

Any provider of health care can request the assistance of an interpreter. For example, a doctor, a nurse, a resident, a nutritionist, physical or occupational therapists, social workers, care coordinators, or x-ray or ultrasound technicians might request an interpreter. They do so by making a request through EPIC – the Employer’s computerized system of patient files. Once a request is made, a scheduler takes over. For requests where there is time between the request and the appointment, the scheduler will review the schedules of interpreters qualified to deal with the request, and

insert the appointment into one of the interpreter's schedule. If the scheduler is unable to find time in an existing schedule, the scheduler will attempt to alter existing schedules to accommodate the request. If the request cannot be accommodated by one of the Employer's interpreters, then the scheduler will contact one of the outside companies that the Employer has contracted to provide interpretation assistance, and an interpreter not employed by the Employer will be utilized. Obviously at times the request will be for immediate assistance and cannot therefore be pre-planned. In that circumstance the scheduler will attempt to find an interpreter whose schedule permits providing the assistance, and then page the interpreter about the request. If a last-minute request cannot be met by sending an interpreter employed by the Employer, then someone in the department not at appointments will utilize the video equipment to communicate with the provider and patient, who utilize an I pad at the other end.

According to the Employer, 35-45 interpreters work on a daily basis at Employer facilities located on the East or West Banks.<sup>6</sup> There are a total of eight schedulers. Interpreters are separately supervised by Yelena Kotlovich; schedulers are supervised by Craig Lynch. There is a separate Deaf-and-Hard-of-Hearing Coordinator, Missy Marsh, who reports directly to Pennington, and who spends 30- 50 percent of her time interpreting for patients. The rest of her time is spent training providers on how to work with deaf patients, including what communication aids are available, and ensuring that communication aids are clean and in working order.

Appointments in EPIC are in 15-minute increments, although obviously any given appointment can require an hour or more. When an interpreter appears at a location for an appointment, s/he waits for the health care provider and the interpreter and provider together enter the room where the patient is waiting. An interpreter would never meet with a patient outside the presence of the health care provider. Obviously the interpreter's role is to translate from English to the patient's language whatever the health care provider says, and of course translate from the patient's language to English whatever the patient says in response to the health care provider. When the appointment is over, the interpreter's work with the patient and provider is done – the interpreter does not prepare any sort of report related to the appointment or what occurred in the appointment. On the contrary, part of the interpreters' job is to assure the patient of the confidentiality of what is conveyed during the appointment.

With regard to the amount of interpretation performed in the hospital versus the outpatient clinics associated with the hospital, one lead interpreter testified that he spends more than half of his time interpreting for patients outside of the hospital setting. He suggested that he spends more time at the Clinics and Surgery Center (located on the East Bank) than any other building on the UMMC campus. The Clinics and Surgery Center is for pediatric and adult same-day surgery. The interpreter also stated that he has never been in a surgery suite at this center. On the other hand, the Supervisor for

---

<sup>6</sup> The record is silent with regard to the use of interpreters outside of normal business hours. Presumably interpreters would be needed during evening hours and overnight hours for unplanned appointments, but the record does not explain how frequently interpreters are needed outside of normal business hours or how they are provided.

Language Services summarily testified that EPIC is used primarily to request interpreters for inpatient needs. In the record is an exhibit consisting of 420 pages, delineating interpreter services, including where the services were performed, for the time period from August 15 through November 15, 2016. My review of that exhibit suggests that interpreters have more appointments in the Employer's clinics than at the main hospital building or Children's Hospital. For example, on October 7, 2016, interpreters visited the hospitals for about 49 appointments, and visited clinics for about 187 appointments.<sup>7</sup> On the other hand, on October 8, 2016 (a Saturday), interpreters visited the hospitals for 14 appointments and the clinics for 17 appointments. The exhibit also suggests (not surprisingly) that in general, appointments which take place in the hospitals are of longer duration than appointments in the clinics, with an exception being the East Bank Clinics and Surgery Center.

The language department holds department meetings once/month, and the meetings are mandatory for all department staff not involved in patient care at the time of the meetings. The Employer also holds sporadic meetings for interpreters with specific language specialties, with the focus of the meeting being getting through the grieving process when a patient who has been a long-time client of the group dies. These meetings are voluntary. The Employer also holds sporadic EAP meetings, open to all department employees. Department employees also attend open forums held by high-level management of UMMC. Interpreters (and presumably schedulers) are paid for any meetings they attend. Labor relations policies, benefits, parking, the lunch table in the "big room," and the employee bulletin board is the same for the interpreters and the schedulers. Department personnel files are maintained by Manager Kotlovich.

Some of the Employer's interpreters are designated casual employees. They are not authorized to work a designated number of hours each week, unlike part-time interpreters who are authorized to work 64 hours in a two-week pay period. Four of the Employer's interpreters speak "rare" languages (not otherwise explained), and may travel more – including to clinics and hospitals not within the UMMC organization.

### **Work Performed by Interpreters Sought by Petitioner for Employer Facilities Not Part of the UMMC Campus**

There is no question that the language department receives requests for interpreters from clinics not located on the UMMC campus. According to the Supervisor of Language Services, the "vast majority" of these requests are assigned to interpreters not in the employ of the Employer. The language department has contracts with five spoken language companies, one ASL company, and one over-the-telephone interpretation company, to provide services. Thus, it appears that Fairview clinics not on the UMMC campus regularly contact the Employer's language department for assistance, and that the language department provides assistance in the form of finding

---

<sup>7</sup> This statistical analysis assumes appointments in the "South Building" refer to appointments at Children's Hospital and appointments at the "Main Hospital Building" refer to University of Minnesota Medical Center. The Employer, who offered this exhibit for other purposes, did not explain these designations. I am relying therefore on testimony from an Employer witness who testified that the names "South Tower" or "South Building" are used interchangeably with "Children's Hospital."

an interpreter. What is not clear is whether Fairview clinics not on the UMMC campus have any other resource for finding interpreters, or whether their only option is to contact the Employer's language department.<sup>8</sup>

While anecdotal evidence regarding the frequency with which Employer interpreters perform services for Fairview outpatient clinics which are not part of the UMMC campus is inconsistent and largely based on each witnesses' personal experience or observation, the exhibit in the record consisting of 420 pages of hours worked by interpreters from August 15 through November 15, 2016, is the more reliable evidence. According to the Employer (and Petitioner did not present contrary evidence) of the total 15,193.75 hours interpreters spent with patients, 14,563.51 of those hours were spent at hospitals or clinics on the UMMC campus.<sup>9</sup> Thus, well over 90 percent of interpreters' services were provided to hospitals and clinics on the UMMC campus. In addition, the exhibit reveals that 13,176.92 of those hours were for in-person interpretation, 1,746.67 of those hours were for interpretation performed over the telephone, and 270.17 of those hours were for interpretation performed by video services. According to the Employer's records of time paid, in the same period of time, interpreters were paid in excess of 19,000 hours, with the difference between 19,000 plus hours and 15,193.75 hour interpreting being "downtime." The Employer maintains that this "downtime" reflects time when the interpreters were to be in the offices of the language department taking calls or performing video interpretation. However, this claim by the Employer appears incorrect as the 15,193.75 hours of interpreting includes telephone and video interpretation which presumably were performed in the offices of the language department. Nevertheless it seems logical to conclude that the vast majority of "downtime" was in connection with services provided to facilities on the UMMC campus. To the extent interpreters in the language department provide services for outpatient clinics or hospitals not part of the UMMC campus, the language department is reimbursed for the costs involved by the outpatient clinics or hospitals not associated with UMMC.

## **Board Law**

Petitioner contends that *Child's Hospital*, 307 NLRB 90 (1992) and *Specialty Hospital of Washington-Hadley, Inc.*, 357 NLRB 814 (2011) mandate a conclusion that the Board's Healthcare Rules do not apply in this case, in view of the undisputed fact that Fairview includes not only acute care hospitals but also numerous outpatient clinics. Therefore, according to Petitioner, Fairview is a "hybrid" facility as defined in *Child's Hospital*.

I begin with *Specialty Hospital*, and conclude that it is irrelevant in considering the issues in this case. *Specialty Hospital* involves an acute care hospital, not a "hybrid" operation that Petitioner contends is involved in this matter. In addition, *Specialty Hospital* involves a discussion of whether the Board's Healthcare Rules should be

---

<sup>8</sup> There is some very limited evidence that other Fairview hospitals employ their own interpreters, although the extent of this employment is not clear.

<sup>9</sup> This statistic includes hours of both casual and regularly scheduled interpreters.

applied when the unit in question involves a successor employer and a unit that does not conform to the Healthcare Rules. The majority held that it would not apply the Healthcare Rules to the existing non-conforming unit in spite of the facts that the case involved a successor employer and a unit that differed from the predecessor employer's unit.

I next consider *Child's Hospital*, and conclude that the unique facts of that case make it inapplicable to the instant matter. The facts make clear that the name of the case (and the name of the employer) is somewhat a misnomer. That is, the Board clearly states that the facility known as Child's Hospital is a nonprofit surgical care center providing both inpatient and ambulatory services, but that 95 percent of the medical services provided by the hospital constituted outpatient ambulatory services. Thus, only 5 percent of the care provided by Child's Hospital involved inpatient care. Moreover, the Board noted that during a one year period the hospital grossed \$469,380 in inpatient revenues and \$12,015,711 in outpatient revenues. In deciding not to apply the Board's Healthcare Rules, the Board stated, "We believe that under the extraordinary circumstances here, i.e., the physical joinder of the nursing home and hospital, the substantial nature of both operations, and the integrated support services provided to both parts of the operation it would not be feasible or sensible to automatically apply the Rule." 307 NLRB at 92. Importantly, at footnote 14, the Board specifically stated it was not applying the rule "because of the unusual nature of the facility," and the Board specifically refused to determine whether the hospital and nursing home meet the definition of an "acute care hospital." On the other hand, in the instant case, the Employer's UMMC campus includes at least one and possibly two acute care hospitals.

More closely analogous to this situation, but ultimately not helpful in view of the decision of the majority and the factual differences, is the Board's decision in *Virtua Health, Inc.*, 344 NLRB 604 (2005). In the case, the regional director declined to apply the Board's Healthcare Rules to a regional healthcare system somewhat similar to Fairview's system. However, the Board majority declined to decide whether the Board's Healthcare Rules applied, concluding that the paramedic unit found appropriate by the regional director was not appropriate for collective bargaining even assuming that the healthcare rules did not apply. Moreover, in concluding that the Board's Rule did not apply to the hospital system in *Virtua Health*, the regional director relied on facts unique to the case, including that the multiple Virtua facilities covered a wide geographical area, including non-acute care hospitals that would be themselves exempt from application of the healthcare rule. In addition, the regional director cited the fact that the paramedics sought by the union had only a limited connection to any of the employer's acute care hospitals. 344 NLRB at 16-17 Finally, the regional director found significant the Board's decision in *Child's Hospital*, while I believe the decision is limited to the unique facts of the case.

The Employer cites to 29 C.F.R. Section 103.30 (f)(2), which is part of the Board's Healthcare Rules. That section defines the term "acute care hospital," and makes clear that the term includes hospitals even if those hospitals provide such services as long term care, outpatient care, psychiatric care or rehabilitative care. It is

undoubtedly in view of this language that the Employer argues that the outpatient clinics on the UMMC campus are departments of UMMC. However, this record is woefully inadequate to make the sweeping conclusion that the facilities on the UMMC campus taken as a whole constitute an acute care hospital within the meaning of the Board's Healthcare Rules. Rather this record only makes clear that the hospitals and clinics on the UMMC campus are part of an integrated health care system that is the Employer.

Obviously, if the Employer established that the employees in the language department were employees of UMMC and not the integrated health care system, it would follow that the employees are employed by an acute care hospital. Once again however, the record is inadequate to reach the conclusion that interpreters are employed by UMMC. What little documentary evidence there is suggests that the language department employees are employed by Fairview Health Systems and not by UMMC.

While I decline to conclude that the Employer's operation on the UMMC campus constitutes an acute care hospital, and while I decline to conclude that the employees in the language department are employees of UMMC, I nevertheless conclude that the unit sought by Petitioner is inappropriate for collective bargaining. In *Kirksville College*, 274 NLRB 794 (1985), the Board declined to divide certain employees as employees of the college and others as employees of the health center, in view of the integrated manner in which certain employees served departments at both the college and hospital. To quote the decision, "Moreover, because a strike among any group of employees we might find to be working primarily for the College rather than at the hospitals would inevitably have a profound and direct effect upon the functioning of the hospitals, policy considerations dictate that the line should not be drawn." *Id* at 795. See also, *Rhode Island Hospital*, 313 NLRB 343 (1993).

To be clear, I am not concluding that all of the employees employed by Employer facilities on the UMMC campus are employees of an integrated health system such that they cannot be represented in separate units. The record in this case is insufficient to reach such a conclusion. However, the record is clear that the interpreters in the language department cannot be distinguished as employees of the outpatient clinics and not employees of the acute care hospitals that comprise the Employer's operation on the UMMC campus. With regard to the operation of the language department, the department is too highly integrated and I am compelled to reject Petitioner's position. In fact, this case is far more compelling than the facts in *Kirksville*, in that a strike by the interpreters would bring health care at the hospitals to a halt for those patients whose understanding of English is limited and who require the assistance of interpreters. Therefore, I conclude that at a minimum, the appropriate unit must include all unrepresented technical employees employed by the Employer at UMMC, including the language department interpreters. In view of Petitioner's unwillingness to go to an election in this broad unit, I am dismissing this petition.

## 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 of the National Labor Relations Board. The request for review must conform to the requirements of Section 102.67(d) and (e) of the Board's Rules and Regulations and must be filed by December 19, 2016.

A request for review may be E-Filed through the Agency's website but may not be filed by facsimile. To E-File the request for review, go to [www.nlr.gov](http://www.nlr.gov), select E-File Documents, enter the NLRB Case Number, and follow the detailed instructions. If not E-Filed, the request for review should be addressed to the Executive Secretary, National Labor Relations Board, 1015 Half Street SE, Washington, DC 20570-0001. 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.

Dated: December 5, 2016



---

Marlin O. Osthus  
Regional Director  
National Labor Relations Board  
Region 18  
Federal Office Building  
212 Third Avenue South, Suite 200  
Minneapolis, MN 55401-2657