Based on a petition filed under Section 9(b) of the National Labor Relations Act ("Act" or "NLRA"), SEIU Healthcare Minnesota, Local 113 ("Petitioner") seeks to clarify its existing unit of service and maintenance employees employed by North Memorial Health ("the Employer") to include billing specialists who were transferred to the Employer’s facility in Robbinsdale, Minnesota where bargaining unit employees work.

Petitioner maintains that the billing specialists share an overwhelming community of interest with the office employee III classification in the bargaining unit and should be accreted into the existing unit. The Employer asserts that the petitioned-for billing specialist position has been historically excluded from the bargaining unit, and there have been no recent and substantial changes to the position. Alternatively, the Employer asserts that the billing specialists do not share the necessary overwhelming community of interest with employees in the existing unit.

A hearing officer of the Board held a hearing in this matter on April 8, 2022, and the parties were provided with an opportunity to call, examine, and cross-examine witnesses, to introduce into the record evidence of the significant facts that support their contentions, and to orally argue their respective positions and submit post-hearing briefs.

Pursuant to the provisions of Section 3(b) of the Act, the Board has delegated its authority in this proceeding to the undersigned. After thorough consideration of the record and relevant Board precedent, 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.¹

3. The Petitioner is a labor organization within the meaning of Section 2(5) of the Act.

4. The Petitioner represents a service and maintenance unit. The Petitioner and the Employer are parties to a collective-bargaining agreement which is effective by its terms from March 1, 2021 through February 29, 2024. The collective-bargaining agreement defines the unit as:

   [A]ll the non-professional employees of [the] Employer in the classifications set forth in the wage schedule [in Appendix A] of this contract.²

I begin this decision with a summary of the Employer’s operations, followed by the parties collective-bargaining history, the events that gave rise to the petition, a description of the office employee III position, and a description of the billing specialist position. After setting forth these facts, I will explain my determination that the billing specialist position has been historically excluded from the bargaining unit and there have been no recent and substantial changes to the position that would warrant accretion. I will then explain my additional determination that, alternatively, under a traditional accretion analysis, the billing specialists do not share an overwhelming community of interest with employees in the Petitioner’s existing unit due to, among other things, the existence of separate daily supervision and a lack of employee interchange. Accordingly, I am dismissing the petition.

I. RECORD EVIDENCE

A. The Employer’s Operations

The Employer is a healthcare system that operates acute care hospitals in Robbinsdale, Minnesota and Maple Grove, Minnesota. The Employer is also one of two members of Blaze Health, LLC, a non-profit company that operates freestanding clinics that were previously operated by the Employer directly. Blaze Health, LLC is a separate entity from the Employer. The Employer’s General Counsel, Steven Beck, described Blaze Health, LLC as a joint venture between the Employer and a non-profit entity that is a part of Blue Cross Blue Shield of

¹ North Memorial Health is a Minnesota non-profit corporation with an office and place of business in Robbinsdale, Minnesota, where it operates an acute care hospital. During the past year, a representative period, the Employer derived gross revenues in excess of $250,000 and during the same period the Employer purchased and received goods in excess of $50,000 directly from suppliers located outside the State of Minnesota.

² The parties stipulated that the existing bargaining unit includes the classifications set forth in the wage schedule in Appendix A of the current collective-bargaining agreement. Those classifications are: parking assistant, dietary aide, environmental services aide, yardman, linen aide, parking ramp attendant, laboratory aide, office employee I, department aide: pt. escort, radiology aide, unit aide, storekeeper, office employee II, bldg. maint mechanic I, surveillance specialist, floor finisher, nursing assistant, anesthesia aide, physical therapy aide, SPD aide, respiratory aide, materials coordinator, yardperson/driver, call center operators, inventory aide, NA/phlebotomist, radiology tech assistant, case cart aide, cook, mental health assistant, endoscopy technician, phlebotomy/EKG aide, exchange aide, registration specialist, ED tech, pharmacy tech, medical communications ass’t, surgical instrument tech, office employee III, dispatcher, and pharmacy buyer.
Minnesota. The Employer has a majority membership interest in Blaze Health, Inc., and the other member, Aware Integrated, Inc., has a minority membership. The Employer provides various services for Blaze Health, LLC through a service agreement. Blaze Health, LLC owns the real estate interest the freestanding clinics and employs the physicians.

There are approximately 820 employees in the service and maintenance unit represented by the Petitioner. This includes approximately 39\(^3\) office employee IIIs, the classification Petitioner contends the sought-after billing specialists share an overwhelming community of interest with. There are 13 employees in the billing specialist position. The billing specialists perform billing services for the clinics operated by Blaze Health, LLC. The office employee IIIs perform billing services for the hospitals operated by the Employer.

The Employer has a centralized Labor Relations and Human Resources Department. This centralized department oversees all of the labor relations for the various bargaining units.

At the time of the hearing, Stacie Zins was the Director of Patient Financial Services for the Employer. She oversees all of the billing applications for the Employer’s health system. She supervises several managers, including Revenue Cycle System Billing Manager Alexa Chellsen and Cash and Business Support Manager Carlene Uribes.

Billing Manager Chellsen manages several supervisors, including Billing Supervisors Amanda LaDuke, Melissa Adams, and Sabrina Salazar. At the time of the hearing, Billing Manager Chellsen was also directly supervising nine office employee IIIs. This is on a temporary basis while the Employer seeks to fill a vacant supervisor position. Once that position is filled, she will no longer directly supervise any office employee IIIs. Instead, she will supervise the supervisor of the office employee IIIs. She does not directly supervise any billing specialists.

Billing Supervisors LaDuke and Adams each supervise several billing specialists. Neither supervise any office employee IIIs. Billing Supervisor Salazar supervises several office employee IIIs. She does not supervise any billing specialists.

Cash and Business Support Manager Uribes manages several supervisors, including Customer Service Collections Supervisor Kristen Lydeen, Customer Service Collections Supervisor Michelle Walker, and Billing Supervisor Pader Xiong. These supervisors each supervise office employee IIIs. None of these supervisors supervise any billing specialists.

As the above illustrates, the billing specialists and office employee IIIs do not share any direct front-line supervisors. The front-line supervisors that supervise billing specialists do not supervise any office employee IIIs; and conversely, the front-line supervisors that supervise office employee IIIs do not supervise any billing specialists.

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\(^3\) The Employer’s list of employees, Employer Ex. 9, only shows 39 employees in the office employee III classification. However, Petitioner’s Internal Organizer, Benjamin Fisher, testified that there are approximately 55 employees in the office employee III classification. There is no explanation for this discrepancy in the record. Petitioner never challenged or questioned the accuracy of Employer Ex. 9.
The parties introduced witness testimony and evidence focused exclusively on the Employer’s billing specialists and office employee IIIs. The record contains little to no detail regarding other classifications in the existing bargaining unit or their interaction with the employees at issue in the instant petition. The record also contains very little detail about the Employer’s overall operating structure, where each hospital and clinic is located, and where the other bargaining unit employees work.

B. Collective Bargaining History

The Petitioner has represented the bargaining unit of service and maintenance employees since 1951. On March 27, 1951, the Petitioner was certified by the State of Minnesota Division of Conciliation as the representative of all office employees and technicians of Victory Hospital Association. The collective-bargaining relationship has been embodied in successive collective-bargaining agreements (“CBAs”) the most recent of which has effective dates from March 1, 2021 through February 29, 2024. The CBA defines the bargaining unit by job classification, as opposed to the work performed. The office employee III classification was added to the collective bargaining agreement in 1977 and has been a bargaining unit position since then. There is no mention of a billing specialist classification in the current collective-bargaining agreement. There is no record evidence that the Petitioner has ever represented the billing specialists.

C. Recent Events Leading to the Petition

As previously noted, the 13 billing specialists provide billing services for Blaze Health, LLC. Prior to fall 2021, the majority of billing specialists worked out of a business office in Golden Valley, Minnesota that the Employer leased. In 2021, the Employer decided to move to a full-time hybrid remote status for certain positions, including the billing specialists. This meant the Employer did not need as much office space. The Employer decided to transfer the billing specialists from the business office in Golden Valley, Minnesota to a business office in Robbinsdale, Minnesota. The Robbinsdale facility is known as the “Terrace Mall” business office. The transfer of billing specialists occurred in September 2021. At that time, and to date, the office employee IIIs worked at the Terrace Mall business office. There are also non-bargaining unit employees working at the Terrace Mall business office. This includes some home health employees, analysts, and community connect employees employed by Blaze Health, LLC. The record reflects that besides reporting to a different geographic location on their in-office days, there has been no other change to the billing specialist position and no change to

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4 The Petitioner represents five total bargaining units at this Employer including the service and maintenance unit at issue in this petition.

5 The Petitioner has represented this bargaining unit since prior to the 1974 Health Care Amendments that brought the Employer under the jurisdiction of the Board.

6 The certification reflects the Petitioner’s prior name, the Public Building Service and Hospital and Institutional Employee Union, Local 113. The certification also reflects the Employer’s prior name, Victory Hospital Association.

7 The home health aides are in a different bargaining unit represented by the Petitioner.
the billing specialists day-to-day job duties and responsibilities. The Petitioner filed this petition based solely on the fact that the billing specialists are now working at the Terrace Mall business office, on the same floor as the office employee III employees.

D. Positions at Issue

i. The Office Employee III Classification

The current bargaining unit includes the classification of office employee III. The office employee IIIs work out of the Terrace Mall business office. There are approximately 39 employees in this classification. The office employee IIIs work in three different cost centers. This includes hospital billing, cash application, and customer service/collection. The office employee IIIs are split up between various supervisors depending on the cost center they work in.

There are 19 employees that work in the hospital billing cost center. These employees perform the hospital-based billing work for the Employer’s acute care hospitals. They do not perform any billing work for the freestanding clinics operated by Blaze Health, LLC. They are split up into teams. There is one team that works with just governmental payors, such as Medicare and Medicaid. One team works with just commercial payors. The office employee IIIs that work commercial payors are expected to be knowledgeable on payor guidelines for all the commercial payors including the major payors and smaller nongovernmental payors. One team just works on automobile and workers’ compensation claims. And finally, one team just works on specialty billing claims, which involves claims dealing with special scenarios. The office employee IIIs that work in the hospital billing cost center will among other things monitor whether a claim has been denied, follow up on appeals of denials, write off claims, and call payors. The petitioned-for billing specialists do not perform any hospital-billing work. There is no record evidence regarding any work-based interaction the office employee IIIs in the hospital billing cost center have with the billing specialists.

There are 11 employees that work in the cash application cost center. These employees manage all of the mail that comes into the Terrace Mall business office. This includes checks and correspondence. The cash application employees will sort the mail and scan the mail. They will manually and electronically post payments. They will process any refunds. They perform this work for both the freestanding clinics operated by Blaze Health, LLC and for the acute care hospitals. The petitioned-for billing specialists do not perform this work. The cash application employees will interact with the billing specialists in certain circumstances. For example, if a billing specialist has a particular issue, they may send the issue to the cash application team through the cash escalation work queue and make a note of the issue. The cash application employee may then contact the billing specialist by phone to review the issue with them and see what the billing specialist needs as far as assistance. Or, if a cash application employee was attempting to add something to the system, and they were being blocked from adding it because they are not a biller, they may contact the billing specialist and ask for assistance.

There are nine employees that work in the customer service/collections cost center. These employees perform in-bound call center work and outbound customer collections on self-pay balances. They perform this work for both the freestanding clinics operated by Blaze Health,
LLC and for the acute care hospitals. The petitioned-for billing specialists do not perform this work. There is no record evidence regarding any work-based interaction the office employee IIIs in the customer service/collection cost center have with the billing specialists.

The office employee IIIs can work a hybrid-remote schedule. The hybrid-remote employees work remotely four days per week and come into the Terrace Mall office one day per week. The employees do not all share the same in-office day. There are some employees that choose to work full-time on-site. Of the office employee IIIs in the hospital-billing cost center, 18 work a hybrid-remote schedule and one works full-time on-site.

The office employee IIIs are hourly employees. Their pay rate is set by the collective-bargaining agreement. The current office employee IIIs make between $21.90-$27.43/hour with the more senior employees having a higher hourly rate. The office employee IIIs do not receive merit or performance-based pay increases. Office employee IIIs receive vacation and sick time as set by the collective-bargaining agreement. A new office employee III would receive 80 hours of vacation time and 12 hours of sick time. It appears from the record that office employee IIIs are not eligible to participate in the Employer-sponsored 401(k) retirement plan; however, it appears they may be eligible for pension benefits through the collective-bargaining agreement. The Employer offers health, vision, and dental insurance which the unit employees are eligible for. The premium rate for health and dental benefits varies between unit and non-unit employees.

ii. The Billing Specialists

There is no record testimony about how long the billing specialist position has existed. However, the billing specialist position description reflects that it was created in September 2002. There are currently 13 billing specialists. The billing specialists, while employed by the Employer, provide billing services for Blaze Health, LLC. The billing specialists process service claims that come in from the freestanding clinics operated by Blaze Health, LLC and any services provided at the clinics. The billing specialists are responsible for handling denials and appeals of the claims they process. If there is a denial, the billing specialist may need to reach out to the customer/patient, or contact enrollment/credentialing regarding the insurance, or contact coding to make sure the service was coded correctly. The billing specialist may appeal the denial or make an adjustment and write off the claim.

The billing specialists are divided into teams and each team focuses on a specific payor. Two billing specialists just work with Blue Cross Blue Shield; three with Medica and UHC; one with HealthPartners; two with Medicare; one with Medicaid and “motor vehicle”; and one with workers’ compensation. Besides the billing specialist who handles workers’ compensation claims, all the others also handle commercial payors in addition to their main payor. This allows each billing specialist to have specialized knowledge on the ins-and-outs of their main payor. In addition to the billing specialists who focus on specific payors, there is one billing specialist who only handles administration of the payor portal; one who handles all of the financial assistance; and one who handles estimates.

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8 What UHC is an abbreviation for is not defined in the record.
A majority of the billing specialists used to work out of the Employer’s business office in Golden Valley, Minnesota. They were transferred to the Employer’s Terrace Mall business office in Robbinsdale, Minnesota in September 2021. However, Billing Supervisor LaDuke testified that a billing specialist, who was hired in March 2019, has always worked out of the Terrace Mall business office. The record evidence establishes that after the remaining billing specialists were transferred to the Terrace Mall business office, their job duties did not change in any way.

Like the office employee IIIs, the billing specialists can also work a hybrid-remote schedule and work remotely four days per week and come into the office one day per week. Eight billing specialists work a hybrid remote schedule, and five are on-site full time. The billing specialists do not all share the same in-office day. The billing specialists work on the same floor of the Terrace Mall office as the office employee IIIs.

The billing specialists are hourly employees. The billing specialists pay is based on the Employer’s non-contract salary structure. The current billing specialists make between $19.50-$26.96/hour with the more senior employees having a higher hourly rate. Billing specialists can receive merit or performance-based pay increases. Billing specialists receive paid time off (“PTO”). A new billing specialist would receive 192 hours of PTO. The billing specialists can participate in an employer-sponsored 401(k) retirement plan with an employer match. The Employer offers health, vision, and dental insurance which the unit employees are eligible for. The premium rate for health and dental benefits varies between unit and non-unit employees.

The billing specialists and office employee IIIs are not cross trained for each other’s positions. They do not trade shifts, fill in for the other position, or work in the other position’s capacity. The billing specialists, and the office employee IIIs that work in the hospital billing cost center, both perform job duties related to billing. However, the record evidence establishes that clinic-based billing and hospital-based billing differ. Each type of billing uses its own type of claim forms to bill charges and different coding systems. Clinic-based billing involves billing specifically for clinics which could involve claims for office visits, lab work, vaccines, etc. Hospital-based billing involves billing insurance for all services that are received at a hospital or hospital-based clinics or locations. It involves billing claims for the hospital facility services and hospital-based physician charges for the hospital visit. Hospital-based billing involves service codes and admission codes that would not be present in clinic-based billing. The two types of billing are subject to different governmental regulations.

The billing specialists and office employee IIIs use the same equipment to perform their work tasks, have similar work schedules, and use the same payroll and time and attendance system. Now that they both work out of the Terrace Mall business office, they share the same breakroom, cafeteria, and restroom.

II. BOARD LAW

The Board's express authority under Section 9(c)(1) of the Act to issue certifications carries with it the implied authority to police such certifications and to clarify them as a means of effectuating the policies of the Act. Thus, under Section 102.60(b) of the Board's Rules and
Regulations, a party may file a petition for clarification of a bargaining unit where there is a certified or currently recognized bargaining representative and no question concerning representation exists.

The Board described the purpose of unit clarification proceedings in *Union Electric Co.*, 217 NLRB 666, 667 (1975):

Unit clarification, as the term itself implies, is appropriate for resolving ambiguities concerning the unit placement of individuals who, for example, come within a newly established classification of disputed unit placement or, within an existing classification which has undergone recent, substantial changes in the duties and responsibilities of the employees in it so as to create a real doubt as to whether the individuals in such classification continue to fall within the category-excluded or included—that they occupied in the past.

The Board’s accretion doctrine provides a method for adding a relatively small group of unrepresented employees to an existing unit, without a representation election or other showing of majority support, as a way to “preserve industrial stability by allowing adjustments in bargaining units to conform to new industrial conditions without requiring an adversary election every time new jobs are created or other alterations in industrial routine are made.” *NLRB v. Stevens Ford*, 773 F.2d 468, 473 (2d Cir. 1985) (quoted in *Recology Hay Road*, 367 NLRB No. 32, slip op. at 3 (2019); *NV Energy, Inc.*, 362 NLRB 14, 16 (2015); *Frontier Telephone of Rochester, Inc.*, 344 NLRB 1270, 1271 (2005)). Because accreted employees are added to the existing unit without affording them an opportunity to freely choose a bargaining representative, the Board follows a restrictive policy in applying the accretion doctrine. See, for example, *Archer Daniels Midland Co.*, 333 NLRB 673, 675 (2001); *Super Valu Stores, Inc.*, 283 NLRB 134, 136 (1987).

The burden to show that accretion is appropriate is heavy and it falls on the requesting party. *Lehigh Valley Hospital*, 367 NLRB No. 100 (2019) (citing *NV Energy*, 362 NLRB 14, 19 (2015)). In *Safeway Stores, Inc.*, 256 NLRB 918 (1981), the Board described its test for accretion as requiring the group to be accreted have “little or no separate group identity” and “have an overwhelming community of interest with the unit.” In determining whether the requisite overwhelming community of interest exists to warrant accretion, the Board considers community-of-interest factors including integration of operations, centralization of management and administrative control, geographic proximity, similarity of working conditions, skills and functions, common control of labor relations, collective-bargaining history, degree of separate daily supervision, and degree of employee interchange. *NV Energy*, 362 NLRB at 17; *Frontier Telephone*, 344 NLRB at 1271. The Board recognizes that “the normal situation presents a

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9 The Petitioner cites to a different standard in its post-hearing brief that was articulated in *ABF Freight System, Inc.*, 325 NLRB 546 (1998). However, *ABF Freight System, Inc.* is inapposite. It was an unfair labor practice case involving successorship, a transfer of operations including the transfer of represented office clericals to a facility with unrepresented office clericals, a further relocation/consolidation of operations including a transfer and consolidation of the represented office clericals and more unrepresented office clericals, a failure to apply the collective bargaining agreement, and withdrawal of recognition. The standard articulated in that case does not apply to this unit clarification proceeding.
variety of elements, some militating toward and some against accretion, so a balancing of the factors is necessary. “DuPont, 341 NLRB at 608 (quoting Great Atlantic & Pacific Tea Co., 140 NLRB 1011, 1021 (1963)). However, the “two most important factors—indeed, the two factors that have been identified as critical to an accretion finding—are employee interchange and common day-to-day supervision,” and therefore “the absence of these two factors will ordinarily defeat a claim of lawful accretion.” Frontier Telephone, 344 NLRB at 1271 fn. 7 (internal quotations omitted).

There is a different analysis when a unit clarification petition seeks to accrete a historically excluded classification into the unit. In such cases, the Board will only entertain the petition if the historically excluded classification has undergone recent, substantial changes. Bethlehem Steel Corp., 329 NLRB 243 (1999). Furthermore, “[t]he limitations on accretion…require neither that the union have acquiesced in the historical exclusion of a group of employees from an existing unit, nor that the excluded group have some common job-related characteristic distinct from unit employees. It is the fact of historical exclusion that is determinative.” Robert Wood Johnson University Hospital, 328 NLRB 912, 914 (1999), quoting United Parcel Service, 303 NLRB 326, 327 (1991).

III. APPLICATION OF BOARD LAW TO THIS CASE

A. The Billing Specialist Position is a Historically Excluded Position that has not Undergone a Recent, Substantial Change

The record reflects that the billing specialist position is not a newly established classification. Rather, the billing specialist position has been in existence since at least 2002 and the parties have entered into successive collective-bargaining agreements since the existence of the position. Further, since March 2019 there has been at least one billing specialist that has worked at the Terrace Mall business office where the office employee IIIs work. There is no evidence (until the instant petition) that Petitioner has ever sought to include billing specialists in the unit. Thus, the billing specialists constitute a historically excluded classification.

The billing specialist position has not undergone any recent, substantial changes to duties and responsibilities that would create real doubt as to whether the billing specialists should continue to be excluded from the unit. The billing specialists continued to perform the same work they have always performed. The only record evidence of a change to the billing specialist position is that all of the billing specialists now report to the Terrace Mall business office. However, as noted above, one billing specialist has reported to the Terrace Mall business office since they were hired in March 2019. Thus, prior to the execution of the current collective-bargaining agreement, there was one billing specialist who worked in the same office as unit employees. Further, the number of days the billing specialists report to the new geographic location is limited, as several billing specialists have a hybrid remote schedule and only report to the Terrace Mall business office one day per week. This change in geographic reporting location for the remaining billing specialists does not constitute a recent, substantial change in the billing specialists job duties and responsibilities. See Bethlehem Steel Corp., 329 NLRB 243 (1999) (finding no substantial change where the historically excluded position was relocated to a facility with unit employees, began working side-by-side with unit employees under a team concept, but
retained basically the same job function, had separate supervision, and little temporary interchange with unit employees); Bottling Group LLC, 362 NLRB No. 25 (2015)(finding no substantial change where only change to historically excluded position was that the employees started picking up their delivery and install loads at a facility where unit employees work). Given the billing specialists constitute a historically excluded classification and the position has not undergone any recent, substantial changes, I find that accretion is not appropriate. The placement of the billing specialists raises a question concerning representation and as such, the Petitioner can file a petition for certification and seek to add the billing specialists to the existing unit pursuant to an Armour-Globe election. See Globe Machine and Stamping Co., 3 NLRB 294 (1937); Armour and Company, 40 NLRB 1333 (1942).

B. Alternatively, the Billing Specialists do not share an Overwhelming Community of Interest with the Unit

Alternatively, even if the billing specialists were not historically excluded and/or there was a recent, substantial change to their job duties and responsibilities, accretion would not be appropriate under the traditional accretion analysis. As discussed below, I find the facts of this case do not meet the Board’s restrictive standards for accretion and that the billing specialists have a separate identity, particularly given the absence of the two critical factors—daily supervision and employee interchange—which ordinarily defeat an accretion claim.

i. Community of Interest Factors

a. Day-to-Day Supervision

“[A]n important element is whether the day-to-day supervision of employees is the same in the group sought to be accreted … since the day-to-day problems and concerns among the employees at one location may not necessarily be shared by employees who are separately supervised at another location.” Towne Ford Sales, 270 NLRB 311, 311–312 (1984) (citations omitted). The Board requires true shared supervision rather than supervision in the technical sense. Lehigh Valley Hospital, 367 NLRB at 7 (discounting shared supervision by 74% of represented and unrepresented employees and finding the 26% who do not share common supervision to be a “notable portion”). Common management limited to the executive level does not alone establish common day-to-day supervision. See Frontier Telephone 344 NLRB at 1272-1273 (no accretion where employees sought to be accreted share “centralized” management with unit employees but were not supervised by the same first-level supervisors).

The record shows no evidence of any shared day-to-day supervision. Although the billing specialists and office employee IIIs are both in the Patient Financial Services division, and there is common supervision up the hierarchical management chain, they do not share common first-line supervisors. See E.I. Du Pont, 341 NLRB at 609 (employee not accreted into unit where employee was supervised on a day-to-day basis by a supervisor who did not supervise any unit employees). Accordingly, I find this critical factor is absent, which weighs strongly against accretion.
b. Employee Interchange

Interchangeability refers to temporary work assignments or transfers between two groups of employees. Frequent interchange “may suggest blurred departmental lines and a truly fluid work force with roughly comparable skills.” *Hilton Hotel Corp.*., 287 NLRB 359, 360 (1987). As a result, the Board has held that the frequency of employee interchange is a critical factor in determining whether employees who work in different groups share a community of interest sufficient to justify their inclusion in a single bargaining unit. *Executive Resources Associates*, 301 NLRB at 401 (citing *Spring City Knitting Co. v. NLRB*, 647 F.2d 1011, 1015 (9th Cir. 1981)). Also relevant for consideration with regard to interchangeability is whether there are permanent transfers among employees in the unit sought by a union; however, “[t]he Board does not find evidence of one-way or permanent interchange particularly persuasive.” *Lehigh Valley Hospital*, 367 NLRB at 8 (citing *Dennison Mfg. Co.*, 296 NLRB 1034, 1037 (1989); *Safeway Stores*, 276 NLRB at 949).

The record shows no evidence of temporary or permanent interchange or transfers between the billing specialists and office employee IIIs. Accordingly, I find this second critical factor is absent, which further weighs strongly against accretion.

c. Integration of Operations

In the context of accretion, functional integration of operations means the work of one group of employees is functionally dependent upon or closely related to that of a preexisting unit. *Frontier Telephone*, 344 NLRB at 1271–1272, 1291–1292, fn. 39 (citing *Progressive Services Die Co.*, 323 NLRB 183, 186 (1997)).

Here, the record includes some evidence of functional integration between the billing specialists and the office employee IIIs that work in the cash application and customer service/collection centers. The billing specialists will send claims out for the clinics, and the cash application center employees receive payments for both clinic-based and hospital-based claims. Similarly, the customer service/collection center employees will perform customer service and collection work for both clinic-based and hospital-based claims. Moreover, there are some limited occasions where an office employee III in the cash application center will need to contact a billing specialist for assistance on a work-related matter. However, the record contains no evidence of any functional integration between the billing specialists and the office employee IIIs that work in the hospital billing cost center, who constitute nearly half of office employee IIIs in the bargaining unit. Accordingly, I find this factor is neutral or weighs only slightly in favor of accretion.

d. Centralized Control of Management and Labor Relations

While there is limited record evidence about the overall management and labor relations structure, the evidence suggests that the labor relations and human resource functions are centralized throughout the Employer’s health system. Further, there is centralized control of management as evidenced by Stacie Zins position as the Director of Patient Financial Services overseeing managers of both billing specialists and office employee IIIs and Alexa Chellen’s
position as the Revenue Cycle System Billing Manager overseeing both supervisors of billing specialists and office employee IIIs. Accordingly, I find this factor weighs in favor of accretion. However, this type of centralized control is not as critical as common day-to-day supervision, and it does not cure the fatal absence of common day-to-day supervision. See NV Energy, Inc. 362 NLRB 14 (2015) (finding lack of common day-to-day supervision and lack of interchange prevented an accretion finding despite centralized control of management and labor relations, integration of operations, similarity of terms and conditions, and similarity of skills).

e. Geographic Proximity

The billing specialists and office employee IIIs both work at the Employer’s Terrace Mall business office. They work on the same floor of the office. They share common spaces including a break room, lunchroom, and restrooms. Accordingly, I find this factor weighs in favor of accretion.

f. Terms and Conditions of Employment

Terms and conditions of employment include whether employees receive similar wage ranges and are paid in a similar fashion (e.g., hourly); whether employees have the same fringe benefits; and whether employees are subject to the same work rules, disciplinary policies and other terms of employment that might be described in an employee handbook. See, for example, Lehigh Valley Hospital, 367 NLRB at 4; Frontier Telephone, 344 NLRB at 1273–1374.

The office employee IIIs terms and conditions are set by the parties collective-bargaining agreement, while the billing specialist’s terms and conditions of employment are unilaterally set by the Employer. Both positions work similar schedules, are hourly employees, have similar hourly pay rates, have the same health, vision, and dental insurance providers, have the option to work hybrid-remote schedules, use the same equipment, and follow the same dress code. However, the two positions have different paid time off structures, and different amounts of paid time off. The billing specialists can participate in an employer-sponsored 401(k) retirement plan, while it appears the office employee IIIs cannot. Billing specialists are able to receive merit or performance-based wage increases, while office employee IIIs are not eligible for such increases. The two positions have different insurance premiums. Despite some differences, the record shows that overall, the billing specialists and office employee IIIs share many similar terms and conditions of employment. Accordingly, I find this factor weighs slightly in favor of accretion.

g. Skills and Functions

The billing specialists and office employee IIIs in the hospital-billing cost center share some of the same basic skills and functions. They both perform billing services but for different types of entities. The job description for each position shares many similarities. For example, both state that the employee will process bills for submission to insurance; process customer statements, reprocess or re-bill claims as necessary; perform follow up activities such as telephone calls, appeals, adjustments; prepare refund requests; review accounts to be considered for write off; assist customers with claims or payment issues; and prepare accounts to go to an outside collection and agency. However, as noted above, there are differences between clinic-
based billing and hospital-based billing, such as the types of claim forms used and the billing codes. The hospital billing work can be more complicated as it typically involves longer stays and more services. The billing specialists are also divided into teams in such a way that they gain skill and experience working with particular payors, whereas the office employee III hospital billers are expected to work with multiple commercial payors. Thus, each position involves specialized billing skills and knowledge. The fact that there is no interchange between the two positions is further evidence that each position involves specialized skills and knowledge that the other position does not have. Given the specialized nature of the skills of each position, I find this factor is neutral or weighs slightly in favor of accretion.

h. Physical Contact Among Employees

Relevant to the traditional accretion analysis is the amount of physical contact among employees, including whether they work beside one another. Thus, it is important to compare the amount of contact employees in the unit sought by a union have with one another. See, for example, Casino Aztar, 349 NLRB at 605-606; Associated Milk Producers, Inc., 251 NLRB 1407, 1408 (1970).

The record contains limited evidence of physical contact between the billing specialists and office employee IIIs. A majority of the billing specialists work a hybrid-remote schedule, so they are only at the Terrace Mall office one day per week. Further, many of the office employee IIIs also work a hybrid-remote schedule, so they too are only at the Terrace Mall office one day per week. Thus, there is very limited opportunity for frequent physical contact among the employees. Accordingly, I find this factor does not weigh in favor of accretion.

i. Collective-Bargaining History

There is no record evidence of any bargaining history regarding the billing specialists despite the existence of the position since at least 2002. Accordingly, I find this factor does not weigh in favor of accretion.

ii. The Positions Do Not Share an Overwhelming Community of Interest

Weighing the factors, I find that the Petitioner has not met its heavy burden to demonstrate that the billing specialists share an overwhelming community of interest with the unit employees such that accretion is warranted. The two most critical factors, common day-to-day supervision and employee interchange, are not present. The absence of these factors is, standing alone, ordinarily sufficient to defeat an accretion claim. Frontier Telephone, 344 NLRB at 1271, fn. 7. Furthermore, the lack of collective-bargaining history and lack of regular physical contact with unit employees additionally weigh against accretion. Even though I have found the remaining factors to be neutral, or to slightly favor or favor accretion, they are not substantial enough to outweigh the countervailing critical factors described above.
IV. CONCLUSIONS

Based on the record and legal analysis above, I conclude the billing specialists do not constitute an accretion to the bargaining unit because they are a historically excluded classification that has not undergone any recent and substantial changes, and, alternatively, they have a separate identity and do not share an overwhelming community of interest with the unit.

V. ORDER

It is hereby ordered that the petition for unit clarification is dismissed.

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 July 8, 2022.

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.nlrb.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: June 23, 2022

/s/ Jennifer A. Hadsall

Jennifer A. Hadsall, Regional Director
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