Greater Framingham Mental Health Association, d/b/a Youth Guidance Center[1] *and* Local 285, Health Care Division, Service Employees International Union, Petitioner. Case 1-RC-16963

September 21, 1982

DECISION AND DIRECTION OF ELECTION

BY CHAIRMAN VAN DE WATER AND MEMBERS FANNING, JENKINS, AND ZIMMERMAN

Upon a petition filed under Section 9(c) of the National Labor Relations Act, as amended, a hearing was held before Hearing Officer Edward F. Hanley, Jr., on July 30 and August 4 and 27, 1980. Following the hearing and pursuant to Section 102.67 of the National Labor Relations Board's Rules and Regulations, Series 8, as amended, the Regional Director for Region 1 transferred this case to the Board for decision. Thereafter the Employer, the Petitioner, Intervenor Massachusetts Nurses Association, and Intervenor Office of Employee Relations of the Commonwealth of Massachusetts submitted briefs in support of their respective positions.[2]

The Board has reviewed the Hearing Officer's rulings made at the hearing and finds they are free from prejudicial error. They are hereby affirmed.

Upon the entire record in this proceeding the Board finds:

1. The Greater Framingham Mental Health Association, d/b/a Youth Guidance Center (herein the Association or the Employer) is a private nonprofit corporation organized under the laws of the Commonwealth of Massachusetts and is engaged in providing outpatient community mental health services. The parties stipulated that during the fiscal year ending June 30, 1979, the fiscal year preceding the hearing in this case, the Association received gross revenues of approximately $1.3 million. During the same period it purchased goods and services from suppliers located in the Commonwealth of Massachusetts who in turn purchased goods from suppliers outside the Commonwealth of Massachusetts. The parties agree and we find that the Employer is a health care institution within the meaning of Section 2(14) of the Act, and that it meets the Board's applicable discretionary jurisdiction standard of receipt of gross revenues in excess of $250,000.

The Association operates a mental health clinic, the Youth Guidance Center (the Center), which provides outpatient mental health services to infants, toddlers, youths, adolescents, and their families in the Greater Framingham area which encompasses nine towns. The services are provided at the Center's facilities at Framingham and Ashland. The services include diagnosis, treatment, consultation, and educational services. The employees who provide these services include various classifications of psychiatrists, psychologists, social workers, nurses, and teachers.

The jurisdictional issue in this case arises solely because the Association is engaged in contractual agreements with the Commonwealth of Massachusetts (herein the State or the Commonwealth) and because certain supervisory and management personnel who work at the Center are employees of the Commonwealth. The Petitioner, the Association, and the Office of Employee Relations of the Commonwealth of Massachusetts (herein the OER) take the position that the Board should assert jurisdiction over the operation of the Association because it is a private employer with control over the labor relations of its employees. Intervenor Massachusetts Nurses Association (herein MNA) contends, however, that the Association and the Commonwealth are joint employers by virtue of their contractual agreements and the resultant interaction of association and state employees, and that the Association therefore shares the Commonwealth's exemption from jurisdiction under Section 2(2) of the Act. Intervenor Local 509, Service Employees International Union, AFL-CIO (herein Local 509), takes no position with regard to the Board's jurisdiction over the Association's operation.

The test for determining whether the Board will assert jurisdiction over an employer who has ties with a statutorily exempt entity is whether the employer itself meets the definition of "employer" per Section 2(2) of the Act and, if it does, whether the employer has sufficient control over the employment conditions of its employees to enable it to bargain with a labor organization as their representative.[3] Applying these principles to the facts of this case, we find the assertion of jurisdiction to be warranted.

[1] The Employer's name appears as amended at the hearing.

[2] Massachusetts Nurses Association; Local 509, Service Employees International Union, AFL-CIO; and Office of Employee Relations of the Commonwealth of Massachusetts were permitted to intervene. Local 509, Service Employees International Association, AFL-CIO, does not seek to appear on the ballot but intervened solely because it represents certain state employees who are also employed by the Association. Massachusetts Nurses Association which, also represents certain state employees assigned to work at the Employer's facility, intervened solely to contest the Board's jurisdiction, but submitted an authorization card in order to preserve its right to appear on the ballot. Office of Employee Relations of the Commonwealth of Massachusetts intervened solely to provide evidence with regard to the status of certain employees.

[3] *National Transportation Service*, 240 NLRB 565 (1979).

The Association was organized in 1955 by a group of private citizens with an interest in community mental health and was incorporated in 1959 under the laws of Massachusetts as a charitable nonprofit corporation. At the time of its inception the Association had no relationship with the State or any of its political subdivisions. As discussed more fully herein, the operation of the Association is governed by its bylaws and an independent board of directors.

The Association receives funding from various sources. Treatment rendered to private patients is paid by the patient either directly or through third-party insurance or Medicaid. Services provided by the Association to the various local municipalities or their school committees are paid for pursuant to the terms of service contracts. The Association has also entered into contracts with the Department of Mental Health of the Commonwealth of Massachusetts (herein DMH) under which the Association is a vendor providing services in return for a specified payment. Under these contracts, designated as "07" contracts, DMH pays moneys directly to the Association for specified services. Neither the local municipalities nor DMH has any control over the hiring, termination, salary, benefits, or other working conditions of employees providing services under these contracts.

Finally, for several years the Association and DMH have annually negotiated and executed a partnership agreement under which DMH contributes the direct services of professional state employees to the Association.[4] Under the terms of the partnership agreement DMH assigns to the Association a number of state employees. The agreement specifies, *inter alia*, the number of positions; the type and amount of service to be rendered by state employees; the support services required of the Center; and the classification, salaries, and hours of state employees on loan to the Center.[5] DMH compensates the individuals in these positions by directly paying to them their salary and fringe benefits. Further, the loaned employees are governed by the State's personnel policies and applicable collective-bargaining agreements. These individuals perform all services at and for the Center.

As the partnership agreement provides for both full-time and part-time personnel to be assigned to the Association, some Commonwealth employees work at the Center full time and others for a specified number of hours. Some part-time Commonwealth employees assigned to work at the Center also are employed by the Association to work additional hours for the Association in their same job classification. These part-time Commonwealth and part-time Association employees receive separate salary payments and benefits from both the Commonwealth and the Association and are referred to as "hybrid" employees.[6]

In the fiscal year preceding the hearing, the Association received approximately one-third of its $1.3 million budget in the salaries paid directly by the Commonwealth to state employees assigned to work at the Center pursuant to the partnership agreement. The remaining two-thirds of the budget was derived from payments from the other sources enumerated above and by small private contributions.

The Association owns or rents all its facilities and equipment. The Commonwealth has no financial or contractual interest in Association property.

By mandate of its bylaws the Association is administered and governed by an independent board of directors who are elected by members of the Association.[7] There are no employees of the Commonwealth and no public officials on the board of directors. Neither the Commonwealth nor any public entity has authority to appoint any person to be a director of the Association. The Association has in policy and practice specifically excluded employees of the Commonwealth from election to the board of directors in order to prevent any potential conflict of interest which might arise by virtue of the Association's contractual agreements with the Commonwealth. The board of directors determines all of the Association's activities and programs, including whether it will annually renegotiate the voluntary partnership agreement or any other contracts with the Commonwealth.

The board of directors maintains complete control over all personnel matters for its employees, including hiring, termination, salaries, benefits, holidays, grievance procedures, evaluations, scheduling, promotions, and all other working conditions.

[4] The record does not disclose when the Association first entered into a partnership agreement or other contracts with DMH. It is clear that such annual agreements have been negotiated over the past several years, and it is undisputed that the Commonwealth did not originally create or fund the Association.

[5] The utilization of the partnership agreement concept was originated by DMH to enable it to provide statutorily mandated health services through community-based direct care facilities, by loaning state employees to work with various organizations.

[6] The Employer submitted a list of nonmanagement professional employees working at the Center at the time of the hearing which shows that of 51 employees, 27 were on the Association payroll only, 16 were on the state payroll only, and 8 were hybrid employees. The Petitioner does not seek to represent Commonwealth employees working at the Center, some or all of whom are represented by MNA and Local 509 under collective-bargaining agreements with the Commonwealth.

[7] Art. III, sec. 3, of the Association's bylaws state that membership is open to "all persons interested in fostering the purpose of this Association."

The Association bylaws require the Personnel Committee[8] to

> . . . make recommendations to the Finance Committee and/or the Board of Directors concerning all personnel policy including but not limited to the following: salary, scheduling, fringe benefits, affirmative action, grievance procedures, development and maintenance of job descriptions and establishment of procedures for communicating such policies.

Pursuant to this authority, the board of directors has adopted personnel policies which are embodied in the Youth Guidance Center Employees handbook and which are applied by supervisors and management to all Association employees, including hybrid employees in their status as Association employees and Association employees working on projects funded by 07 contracts. Neither DMH nor any other subdivision of the State has any input, control, or veto power with respect to the formulation or exercise of these personnel policies.

When a vacancy occurs with respect to an Association position, the position is posted at the Center and advertised according to the procedures established by the Association. Final authority for all hiring, evaluation, and termination of all Association employees, including hybrid employees in their Association employee status and employees who may be paid by funds generated by vendor 07 or municipal contracts, rests solely with the Association without any requirement of notification to or conferral with DMH.[9] While Association employees may be supervised and evaluated by supervisors who are employees of the Commonwealth assigned to work at the Center under the partnership agreement, the standards and procedures for such supervision are those established by the Association.

By contrast, the Commonwealth does maintain control over labor relations with its employees who are assigned to work at the Center. Collective-bargaining agreements negotiated between the State and their respective collective-bargaining representatives cover such employees.[10] State employees must utilize the arbitration and grievance procedures provided in the applicable collective-bargaining agreement. While the Association's clinic director may make recommendations to DMH to hire, terminate, discipline, promote, or otherwise affect the working conditions of state employees, final authority rests with the area director of DMH. When a vacancy occurs in a state slot, the job must be advertised in accordance with the State's job-posting procedures.

The Association's independence in determining its labor relations policies is further evidenced by the fact that the Association provides salaries, vacation days, retirement plans, health plan, holidays, and other benefits for its employees which differ significantly from those provided by the Commonwealth to its employees.

Moreover, the partnership agreement specifically precludes the Commonwealth from exercising control over the employment conditions of Association employees. The agreement provides in pertinent part:

> Hiring, supervision, and dismissal of non-Department [Association] staff performing services specified in the Partnership Agreement and such other [Association] staff as may be assigned to [the Clinic Director] by the [Association], subject to review and approval of the [Association], *but not subject to review and approval by the Area Director* [of the DMH]. [Emphasis supplied.]

Based on the foregoing, we conclude that the Association is an employer as defined by Section 2(2) of the Act, and that neither the Commonwealth nor any of its subdivisions exercises any appreciable control over the Association's employees. In this regard, it is clear that the Association is exclusively responsible for the formulation of labor relations policies and procedures with regard to hiring, firing, supervising, evaluating, and disciplining its employees, and that since the Association clearly retains control over the labor relations of its employees, the contractual relationship between the Association and the Commonwealth does not negate the basis for finding that the Association is subject to our jurisdiction.

In *The Mental Health Association of North Central Massachusetts, Inc., d/b/a Herbert Lipton Community Mental Health Center,*[11] we asserted jurisdiction where the employer and the Commonwealth were engaged in a partnership similar to the parties' agreement in the instant case. Here, as in *Herbert Lipton*, the Association does not relinquish control

[8] The Personnel Committee is composed of three voting directors. Representatives of the Center management and staff serve in an advisory capacity.

[9] The 07 contracts include a budget which delineates general classifications of employees to be used by the Association to provide the contracted-for services, but it does not limit the Association's choice of personnel. Moreover, the contract specifically provides that employees hired into 07 contract positions are subject to the personnel policies and procedures of the Association.

[10] MNA represents all state-paid registered nurses and psychologists and Local 509 represents state-paid social workers assigned to work at the Center. The applicable collective-bargaining agreements apply only to state-paid employees and to hybrid employees for that portion of their employment which is state-paid.

[11] 258 NLRB 38 (1981).

over the formulation of labor relations policies for its employees by virtue of its contractual agreement with the Commonwealth. Nor does it lose control over the terms and conditions of employment of its employees because they work alongside Commonwealth employees assigned to the Center. As in *Herbert Lipton*, the intermingling of private and state employees does not preclude our jurisdiction. Notwithstanding that some of the managerial and supervisorial staff at the Center are employees on loan from the Commonwealth, the Association's board of directors maintain direction and control over the Association's operation and its employees. In this connection, the board of directors delegates the day-to-day operation of the Center to a management team which is composed of an executive director, a clinic director, and a business manager. The executive director and the business manager are wholly paid by the Association and are responsible solely to the board of directors for the administrative operation of the Center and for the implementation of all administrative policies, including labor relations. The clinic director is responsible for the direction and control of all clinical staff members and services. While the partnership agreement provides that the clinic director may be an employee of either the Commonwealth or the Association,[12] and the current clinic director is a Commonwealth employee,[13] the clinic director applies the Association's labor relations policies with respect to Association employees.

As noted above, employees working at the Center are directly supervised by both Association-paid and hybrid supervisors.[14] All supervisors report directly to the clinic director and thereby to the Association's board of directors. They must apply the Association's personnel policies in making all supervisory decisions with regard to Association employees, and apply the Commonwealth's policies to Commonwealth employees.

In these circumstances, we conclude that the Association has not ceded control of its employees merely because some supervisors are employees of the Commonwealth inasmuch as these supervisors apply only Association-determined policy to Association employees, and thus are acting in this regard as supervisors for the Association.[15] Nor is the Association's control of its employees lessened because DMH makes site visits to the Center, and the Association files periodic reports with DMH. These contacts involve program progress reports or quality assurance evaluations to which DMH is entitled as a contracting agency. Consequently, such contacts do not constitute effective participation in the staffing or day-to-day supervision of the Association employees.[16]

In light of the foregoing, we conclude that the Association can negotiate and enter into a collective-bargaining agreement with a representative of its employees concerning their wages, hours, rates of pay, and terms and conditions of employment. Accordingly, we shall assert jurisdiction over the Association.[17]

2. The Petitioner, Local 285, Health Care Division, Service Employees International Union, is a labor organization within the meaning of Section 2(5) of the Act.

Intervenor Massachusetts Nurses Association is a labor organization within the meaning of Section 2(5) of the Act.

3. A question affecting commerce exists concerning the representation of certain employees of the Employer within the meaning of Sections 9(c)(1) and 2(6) and (7) of the Act.

4. The Petitioner seeks to represent all full-time and regular part-time professional employees employed by the Association.[18] With regard to the scope of the unit, we conclude that both employees who may be paid by funds generated by the Association's 07 vendor contracts with DMH and hybrid employees to the extent they are employed by the Association are properly included in the unit.

As discussed above, under the 07 contracts the Association agrees to provide certain services to be performed by its own employees or employees it may choose to hire. The Commonwealth retains no control over the Association's choice of employees

[12] The selection procedure for the clinic director as dictated by the partnership agreement provides for a committee composed of three Association representatives and one DMH representative. The appointment of the clinic director requires joint approval of both parties, and he is "responsible to the Partnership Corporation [the Association] . . . ."

[13] In addition to his state salary, he receives payment from the Association to bring his income up to parity with Association employees.

[14] At the time of the hearing, of the three supervisors who supervise Association employees, two were hybrid supervisors, while one was wholly compensated by the Association. The Association and the Commonwealth are free to negotiate which, if any, management positions will be filled by Commonwealth employees.

[15] MNA cites *Lutheran Welfare Services* v. *N.L.R.B.*, 607 F.2d 777 (7th Cir. 1979), in support of its contention that the Association and DMH are joint employers. However, in *Lutheran Welfare Services*, the governmental entity established the employee salary scale, retained final authority over hiring, firing, promotions, and wage increases, and maintained review and veto power over all personnel policies.

[16] See *Misericordia Hospital Medical Center*, 240 NLRB 823 (1979).

[17] Compare *Northampton Center for Children and Families, Inc.*, 257 NLRB 870 (1981), where we refused to assert jurisdiction where the employer was directly created by a subdivision of the State, virtually all funding came from governmental sources, and the State retained substantial control over all personnel matters including hiring, termination, and salaries.

[18] As noted above, the Petitioner does not seek to represent full-time state employees on loan to the Center or hybrid employees in their capacity as Commonwealth employees. Moreover, it is clear that these employees are exempt as employees of a State within the meaning of Sec. 2(2) of the Act.

or their working conditions. Employees providing services required by 07 contracts are paid only by the Association and are subject only to the Association's policy and personnel procedures. Thus, 07 employees share identical working conditions with Association employees. Indeed, the only distinction between them and what one might term a "pure" Association employee is the source of the funds utilized for their employment.

The Association, the Petitioner, and Intervenor OER[19] take the position that 07 employees are in fact employees of the Association; only Intervenor Local 509 contends that they are state employees. In support of its contention, Local 509 proffered into evidence an arbitration award and decision. However, the issue addressed in the proffered documents and testimony of Local 509 is not germane to our consideration here inasmuch as it does not in any manner relate to 07 employees. Rather, the arbitration concerned an individual paid directly by the Commonwealth out of a separate account and CETA funds. The petitioned-for unit does not include any employees potentially affected by the arbitration decision.

Accordingly, we conclude that employees employed by the Association who may work on projects funded under 07 contracts are employees of the Association and should be included in the unit.[20]

With respect to hybrid employees we agree with the Petitioner and Intervenor OER that in their status as part-time employees of the Association they are private employees who share a community of interest with unit employees and are therefore properly included in the unit for the portion of their employment that they are employed by the Association.[21]

While hybrid employees are Commonwealth employees who are assigned to work at the Association's facilities, they also are hired by the Association to work additional hours to perform the same job functions. Not all part-time Commonwealth employees are also employed by the Association. At the time of the hearing, of the 20 Commonwealth employees assigned to work less than 40 hours per week at the Center, only 8 individuals were also employed part time by the Association. The Association is solely responsible for their hiring, termination, wages, benefits, discipline procedures, and other working conditions with respect to their status as Association employees. Hybrid employees receive separate wages and prorated benefits directly from the Association.

The hybrid employees are comparable to dual employees working part time for two employers, albeit here they work at the same jobsite and perform the same job functions for their respective employers. Indeed, their situation is analogous to part-time Association employees who may work part time for another employer. Consequently, the right of hybrid employees to choose whether they wish to have union representation in their relationship with the Association as their employer is not negated by their also being employed by the Commonwealth. While these employees are exempt from the Act in their capacity as employees of the Commonwealth, that exemption does not extend to their employment by the Association as private employees.

Thus we find that hybrid employees should be included in the unit with full-time and other regular part-time Association employees.

There remains for consideration a question concerning the supervisory status of certain employees. The parties stipulated and we find that supervising staff psychologists, senior supervising staff psychologists, psychologist assistants, nursery school teachers, and staff social workers are properly included in the unit. The parties also stipulated and we agree that program coordinators,[22] teacher's aides, clerical employees, maintenance employees, students, guards and supervisors as defined in the Act are excluded from the unit.

The status of supervising social workers and senior supervising social workers, however, is in dispute. The Association contends that these individuals are statutory supervisors while the Petitioner contends that any supervisory responsibility exercised by them is limited solely to professional development and expertise, and that they have no authority with regard to matters involving labor relations. We agree with the Petitioner.

Supervising social workers and senior supervising social workers work directly with patients and also "supervise" staff personnel with regard to clinical practice and theory. They meet with staff members individually and in groups to discuss patient care and clinical practice. While the Association contends that supervising social workers in-

[19] OER intervened solely for the purpose of establishing that 07 employees are employees of the Association. MNA takes no position with respect to the placement of employees in the unit.

[20] See *Minneapolis Society of Fine Arts*, 194 NLRB 371 (1971).

[21] The Association takes no position with respect to the inclusion of hybrid employees in the unit.

[22] The original petition sought to include program coordinators in the unit. However, at the hearing, the parties, with the exception of Local 509, stipulated that program coordinators are supervisors within the meaning of the Act and are excluded from the unit. Local 509 presented no evidence regarding the supervisory status of program coordinators, and inasmuch as Local 509 does not seek to represent these employees we need not speculate as to their reason to refuse to join the stipulation. In view of the stipulation and the record evidence, we conclude that program coordinators are supervisors and are excluded from the unit.

terpret administrative policy and evaluate employees, the record does not support its argument. Rather, the record shows that any evaluations prepared by supervising social workers or senior supervising social workers are limited to evaluating the clinical or professional aspects of employees' work. These employees do not possess the authority to effectively recommend personnel action. In this regard, supervising social worker Andrea Levy testified without contradiction that during her 8 years in that capacity she never had or exercised the authority to hire, fire, transfer, discipline, grant overtime, assign work or effectively recommend same. In fact, on the one occasion she attempted to make a recommendation regarding an employee, the employee was terminated by management without seeking her opinion or advice.

We conclude that senior supervising social workers and supervising social workers are not supervisors within the meaning of Section 2(11) of the Act, and, therefore, they should be included in the unit found appropriate herein.[23]

Based on all of the foregoing, we find that the following employees constitute a unit appropriate for the purpose of collective bargaining within the meaning of Section 9(b) of the Act:

> All full-time and regular part-time professional employees employed by the Employer at its Framingham and Ashland locations, including staff psychologists, senior supervising staff psychologists, supervising staff psychologists, psychologist assistants, nursery school teachers, staff social workers, supervising social workers, and senior supervising social workers, but excluding program coordinators, teacher's aides, clerical employees, maintenance employees, students, guards and supervisors as defined in the Act.

[Direction of Election[24] omitted from publication.][25]

CHAIRMAN VAN DE WATER, dissenting:

Contrary to my colleagues, I would decline to assert jurisdiction over the Employer in this case, and would dismiss the petition. As I stated in *Wordsworth Academy*, 262 NLRB 438 (1982), the appropriate test for asserting jurisdiction over an employer with ties to an exempt entity, here the Department of Mental Health of the Commonwealth of Massachusetts, is the "intimate connection" test. The focus in deciding the issues under the "intimate connection" test is on the relationship between the services performed by the employer and the exempt entity. In this case, the Employer acts as an arm of the Commonwealth of Massachusetts in providing the statutorily mandated mental health services to the citizens of the Commonwealth. The Employer receives contributions amounting to one-third of its $1.3 million budget from the Commonwealth's Department of Mental Health in the form of state-funded employees working at the Employer's facilities. These employees are controlled by the Commonwealth and some of them supervise employees of the Employer. Thus, the Employer's operation is so interrelated with the statutorily mandated function of the exempt governmental entity as to share in its exemption. Accordingly, jurisdiction should not be asserted.

Furthermore, even if jurisdiction were properly asserted, I would have to dissent from the majority's conclusion that supervising social workers and senior supervising social workers were not supervisors within Section 2(11) of the Act. That section provides that "[t]he term 'supervisor' means any individual having authority, in the interest of the employer, to . . . responsibly direct [employees] if . . . the exercise of such authority is not of a merely routine or clerical nature, but requires the use of independent judgment." The majority contend that any supervisory responsibility these employees exercise "is limited solely to professional development and expertise, and that they have no authority with regard to matters involving labor relations." Thus, in their view, because the supervising social workers and senior supervising social workers only supervise staff personnel with regard to clinical practice and theory, and evaluate employees' clinical and professional work, they lack sufficient authority to qualify as supervisory em-

[23] Our dissenting colleague would find these two classifications to be supervisory solely because the individuals in those positions give professional direction to other professional unit employees. The Board has carefully and consistently avoided applying the statutory definition of "supervisor" to professionals who give direction to other employees in the exercise of professional judgment which is incidental to the professional's treatment of patients and thus is not the exercise of supervisory authority in the interest of the employer. The Chairman, in his dissent, chooses simply to ignore that history. The cases cited by our dissenting colleague do not support his position. Indeed, both cases specifically support our position in this case. Thus, in *The Trustees of Noble Hospital*, 218 NLRB 1441, 1443-44 (1975), the Board found that the head nurses, in recommending disciplinary actions which the employer alleged evidenced supervisory status, did nothing more than "perform their duties and functions predominantly in the exercise of professional judgment incidental to their treatment of patients." In *Wing Memorial Hospital Association*, 217 NLRB 1015-16 (1975), the Board was even more explicit. There it quoted the Senate Report on the 1974 health care amendments to the Act, which stated "the Board has carefully avoided applying the definition of 'supervisor' to a health care professional who gives direction to other employees in the exercise of professional judgment, which direction . . . is not the exercise of supervisory authority in the interest of the employer." S. Rept. 93-66, 93d Cong. 2d sess. 6 (1974).

[24] [*Excelsior* footnote omitted from publication.]

[25] Inasmuch as Intervenor MNA submitted an authorization card and expressed an interest in representing the employees found herein to constitute an appropriate unit, they will appear on the ballot.

ployees within Section 2(11) of the Act. Briefly stated, "responsible direction" is no less an indicia of supervisory authority because it is given to professional employees. See *The Trustees of Noble Hospital*, 218 NLRB 1441 (1975); *Wing Memorial Hospital Association*, 217 NLRB 1015 (1975).

In light of the foregoing, I respectfully dissent.