

UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD
REGION 34

CROSSROADS HOSPITALITY, LLC,
D/B/A THE HAMPTON INN OF MILFORD

Employer ¹

and

LOCAL 371, UNITED FOOD AND
COMMERCIAL WORKERS
INTERNATIONAL UNION, AFL-CIO

Petitioner

Case No. 34-RC-1769

DECISION AND DIRECTION OF ELECTION

Upon a petition duly filed under Section 9(c) of the National Labor Relations Act, as amended, a hearing was held before a hearing officer of the National Labor Relations Board.

Pursuant to Section 3(b) of the Act, the Board has delegated its authority in this proceeding to the undersigned.

Upon the entire record in this proceeding,² the undersigned finds:

1. The hearing officer's rulings are free from prejudicial error and are hereby affirmed.

2. The record reveals that the Employer in this proceeding is Crossroads Hospitality, LLC, a Florida entity engaged in the operation of limited service hotels throughout the United States. The record further reveals that the Employer is a division of Interstate Hotel Corporation which is engaged in the operation of full service hotels throughout the United States. Solely involved herein is a 148 room hotel located in

¹ The Employer's name appears as amended at the hearing by the Petitioner.

² The Hearing Officer appropriately took administrative notice of a prior Decision and Direction of Election which issued in Case No. 34-RC-1031 involving this facility. A copy of that Decision and Direction of Election is hereby admitted into the record as Board Exhibit 3.

Milford, Connecticut, which the Employer leases from Equity Inns in Tennessee, and where the Employer does business as “The Hampton Inn of Milford.” The record reveals that, during the past 12 months, the Employer’s gross revenues at the Milford facility have been in excess of \$500,000 and that the Employer purchased for use at the Milford facility supplies valued in excess of \$30,000, directly from points outside of the State of Connecticut.³ The record also establishes that, during the past 12 months, the Employer paid in excess of \$ 50,000 in rental fees for the Milford facility from its main office in Florida directly to the property owner in Tennessee.

Accordingly, based upon the above and the record as a whole, even without considering the operations of Interstate Hotel Corporation, I find that the Employer is engaged in commerce within the meaning of the Act and that it will effectuate the purposes of the Act to assert jurisdiction herein. *Marysville Travelodge*, 233 NLRB 527 (1977); *Penn-Keystone Realty Corp.*, 191 NLRB 800, 801 (1971).

3. The labor organization involved claims to represent certain employees of the Employer.

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

5. Although otherwise in accord as to the composition of the unit, the parties disagree as to the status of Assistant Executive Housekeeper Beverly Taylor. The Employer, contrary to the Petitioner, would exclude Taylor as a supervisor within the meaning of the Act. Ms. Taylor’s status was previously addressed in Case No. 34-RC-1031, *supra*, wherein the Regional Director found that she was not a statutory supervisor.⁴ The Employer herein has not challenged that determination. Rather, it argues that the facility was under different ownership and operations at that time, and that Ms. Taylor’s duties and responsibilities have “increased” under the present owners.

³ More specifically, the General Manager of the Milford facility testified that during the past 12 months, the Milford facility purchased linens valued between \$8,000 and \$10,000 directly from California, and that, on a monthly basis, it purchased guest supplies valued at between \$2,000 and \$3,000 directly from New Jersey.

⁴ Relevant portions of that Decision and Direction of Election are attached hereto as Appendix A.

Taylor works in the Housekeeping Department with 15 employees under the current supervision of Executive Housekeeper John Kelsey. Kelsey is salaried and has the authority to hire, fire, and discipline employees. He also evaluates their job performance and determines their work schedules.

Taylor is still an hourly paid employee. She receives \$9.86 an hour, which is more than any other unit employee. In addition to cleaning rooms on a daily basis, Taylor also assists Kelsey in taking inventory, trains new employees and inspects rooms cleaned by other employees. The training and inspection duties are also performed by other unit employees, and do not appear to involve the exercise of any independent judgment.⁵

With regard to the statutory indicia of supervisory authority, the record contains general testimony that Taylor can recommend hiring and discipline. With regard to the former, the evidence merely indicates that she, along with other unit employees, may attend employment interviews conducted by Kelsey. With regard to the latter, the only instance described in the record involved a fight among employees, which was also witnessed by Kelsey, which called for the “automatic” discharge of those involved. While not entirely clear, it appears that Taylor can authorize employees to work in the laundry an additional ½ hour beyond their scheduled work time. While she also prepares daily room assignments for cleaning, it is clear that the employees regularly work in the same sectors of the hotel, and that specific room assignments are governed by room occupancy.

Taylor works a 40 hour week from Sunday through Thursday. Kelsey regularly works from Monday through Friday and routinely for a few hours on Saturdays and Sundays. In Kelsey’s absence Taylor is “in charge” of the Housekeeping Department. With regard to her authority during these occasions, however, the record only indicates that she can order supplies and call a temporary employment agency to fill in for employees who are absent from work.

In early August 1998, Kelsey, who had been employed at the Milford facility as the Executive Housekeeper, left to work at another hotel. Although the record does not

⁵ The record contains no description of the training function, and clearly indicates that inspections are performed by filling in various forms including a “standard room inspection form.”

indicate whether his separation was intended to be permanent or temporary, Kelsey returned to his position as Executive Housekeeper at Milford on January 4, 1999. For the first 60 days of that interim period, Taylor and another unit employee were designated “Co-Executive Housekeepers,” making what the record merely describes as joint decisions. For the remainder of that period Taylor served as the sole Executive Housekeeper. Apart from general testimony that Taylor’s “duties” during this period were “substantially the same” as those performed by Kelsey, the record contains no specific testimony or other evidence as to her authority or responsibilities. It does indicate however, that neither she nor the other Co-Executive Housekeeper received any additional compensation during that time.

Based upon the above and the record as a whole, I find that there has been no significant change in Beverly Taylor’s duties or authority, and for the reasons noted in Case No. 34-RC-1031, I find that she is not a supervisor within the meaning of the Act, and I shall include her in the unit found appropriate herein.

Accordingly, I find that the following employees of the Employer constitute a unit appropriate for the purposes of collective bargaining within the meaning of Section 9(b) of the Act:

All full-time and regular part-time employees employed by the Employer at its Milford, Connecticut facility, including housekeeping employees, front desk employees, engineering/maintenance employees and housemen; but excluding⁶ the Director of Operations, the General Manager, the Executive Housekeeper, the Chief Engineer, the Director of Sales, and guards, professional employees and other supervisors as defined in the Act.

⁶ The parties have agreed to exclude Yvonne Flint as a confidential employee.

DIRECTION OF ELECTION

An election by secret ballot shall be conducted by the undersigned among the employees in the unit found appropriate at the time and place set forth in the notices of election to be issued subsequently, subject to the Board's Rules and Regulations. Eligible to vote are those employees in the unit who were employed during the payroll period ending immediately preceding the date of this Decision, including employees who did not work during that period because they were ill, on vacation, or temporarily laid off. Also eligible are employees engaged in an economic strike which commenced less than 12 months before the election date and who retained their status as such during the eligibility period and their replacements. Those in the military services of the United States may vote if they appear in person at the polls. Ineligible to vote are employees who have quit or been discharged for cause since the designated payroll period, employees engaged in a strike who have been discharged for cause since the commencement thereof and who have not been rehired or reinstated before the election date, and employees engaged in an economic strike which commenced more than 12 months before the election date and who have been permanently replaced. These eligible employees shall vote whether or not they desire to be represented for collective bargaining purposes by Local 371, United Food and Commercial Workers International Union, AFL-CIO.

To ensure that all eligible employees have the opportunity to be informed of the issues in the exercise of their statutory rights to vote, all parties to the election should have access to a list of voters and their addresses which may be used to communicate with them. *Excelsior Underwear, Inc.*, 156 NLRB 1236 (1966); *NLRB v Wyman-Gordon Company*, 394 U.S. 759 (1969). Accordingly, it is hereby directed that within seven (7) days of the date of this Decision and Direction of Election, the Employer shall file with the undersigned, an eligibility list containing the *full* names and addresses of all the eligible voters. *North Macon Health Care Facility*, 315 NLRB 359 (1994). The undersigned shall make the list available to all parties to the election. In order to be timely filed, such list must be received in the Regional office, 280 Trumbull Street, 21st Floor, Hartford, Connecticut 06103, on or before September 15, 1999. No extension of time to file these lists shall be granted except in extraordinary circumstances. Failure to

comply with this requirement shall be grounds for setting aside the election whenever proper objections are filed.

Right to Request Review

Under the provisions of Section 102.67 of the Board's Rules and Regulations, a request for review of this Decision may be filed with the National Labor Relations Board, addressed to the Executive Secretary, 1099 14th Street, N.W., Washington, DC 20570. This request must be received by the Board in Washington by September 22, 1999.

Dated at Hartford, Connecticut this 8th day of September, 1999.

/s/ John S. Cotter
John S. Cotter, Acting Regional Director
Region 34
National Labor Relations Board

Attachment

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177-8540-7000