

UNITED STATES OF AMERICA  
BEFORE THE NATIONAL LABOR RELATIONS BOARD  
REGION 14

L. M. SERVICES CORPORATION  
d/b/a HOLIDAY INN, FOREST PARK

Employer<sup>1/</sup>

and

HOTEL AND RESTAURANT EMPLOYEES  
LOCAL 74, affiliated with HOTEL EMPLOYEES  
AND RESTAURANT EMPLOYEES  
INTERNATIONAL UNION, AFL-CIO

Case 14-RC-12173

Petitioner

INTERNATIONAL UNION OF OPERATING  
ENGINEERS, LOCAL 2, AFL-CIO

Case 14-RC-12174

Petitioner<sup>2/</sup>

**REGIONAL DIRECTOR'S DECISION**  
**AND DIRECTION OF ELECTION**

Upon petitions 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; hereinafter referred to as the Board.

Pursuant to the provisions of 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, the undersigned finds:

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

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<sup>1/</sup> The Employer's name was amended at hearing.

<sup>2/</sup> Operating Engineers Local 2's name was amended at the hearing

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>3/</sup>

3. The labor organizations involved claim 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.

The Petitioner in 14-RC-12173, Hotel and Restaurant Employees Local 74, affiliated with Hotel Employees and Restaurant Employees International Union, AFL-CIO (“Local 74”), seeks to represent a unit comprised of the Employer’s 34-35 employees in its food and beverage and housekeeping departments. The Petitioner in 14-RC-12174, International Union of Operating Engineers, Local 2, AFL-CIO (“Local 2”), seeks to represent a unit comprised of the Employer’s three maintenance employees. The Employer contends that the only appropriate unit consists of the maintenance department employees and the employees in its food and beverage and housekeeping departments. No other labor organization seeks to represent a unit broader than the petitioned-for units. There are 37-38 employees in the combined unit found appropriate.

The Employer employs approximately 56 people and appears to have 5 departments, to wit, housekeeping, maintenance, food and beverage, front desk and sales. The Employer employs five supervisors and a general manager who is responsible for the hotel’s daily operation.

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<sup>3/</sup> The Employer, L. M. Services Corporation, a Missouri corporation with its principal offices located at 1699 South Hanley Road, Suite 203, St. Louis, Missouri, is engaged in providing employee staffing to the hotel industry. The Employer operates a hotel and restaurant located at 5915 Wilson Avenue, St. Louis, Missouri (“Holiday Inn, Forest Park”).

The food and beverage employees prepare and serve food and drinks at the hotel. The Employer's housekeeping department consists of housekeepers and housemen. Housekeepers clean rooms and report the need for repairs in guest rooms. Housemen primarily keep the public areas of the property clean and set up banquet and meeting rooms. The housemen and the housekeepers work throughout the hotel and housemen spend part of each day outside picking up trash. During the evening hours, the Employer employs only a night houseman and the front desk employees. The houseman is responsible for any guest request - maintenance or housekeeping. He is responsible for delivering rollaway beds, cribs, and towels to guest rooms. He is equally responsible for checking out problems with televisions, light bulbs, and toilets and fixing them if he can. The night houseman also does laundry, runs towels, vacuums, takes care of the restrooms, shampoos carpets, and makes up rooms. During the day, the houseman has less responsibility for repairs, which the maintenance employees will do.

The Employer's maintenance department has three employees who are responsible for following a preventative maintenance schedule and responding to guest problems or complaints. They work throughout the hotel. The hotel has a maintenance shop which is not shared with other departments. The night houseman will go into the maintenance shop if he needs a tool or other equipment. In performance of their job duties, the maintenance employees will: check headboards and smoke detectors, change filters, light bulbs and locks, do touch-up painting and light carpentry, fix running toilets, replace bad electric sockets and vacuum belts, change light fixtures and phone jacks, and replace fluorescent lights and light switches. As a condition of employment, maintenance employees are required to have basic plumbing, electrical, carpentry, and general fix-it skills. The Employer provides basic tools, including screwdrivers, wrenches, an air compressor, drills, and other power tools. Maintenance employees are not required to be certified with any specialized skill. If a maintenance employee cannot fix a problem, the Employer brings in outside help.

The Employer contracts out major plumbing, painting, roof repair, hot water heater repair and major renovations. In addition, the Employer has outside companies service its heating and air conditioning units, ovens, grills, and refrigeration units, washers and dryers, and ice machine; televisions are sent out for repair. Maintenance employees change filters in the washers and dryers and air conditioning and refrigeration units. If an air conditioner in a guest room is broken, maintenance employees remove the unit and test it in their shop. If the problem is that the unit is low on freon, the Employer calls an outside contractor.

Maintenance employees receive preventative maintenance work assignments from the general manager. They generally receive other work assignments in the form of work orders or oral requests. Any employee in the hotel may write a work order or make a work request. The work orders are kept in a box behind the front desk and picked up by a maintenance employee every morning. Work orders may be written by front desk employees based on what guests have told them or by housekeeping employees based on what they have observed. They may come directly from the employee of another department or may be channeled through the employee's department supervisor. Other department supervisors may direct maintenance employees to fix something based on their own observations.

In determining the appropriateness of a bargaining unit in the hotel industry, the Board applies the same general criteria used in determining community of interest in other industries, including distinctions in the skills and functions of particular employee groupings, their separate supervision, the Employer's organizational structure, and differences in wages, hours, and other terms and conditions of employment as well as integration of operations, and employee transfer, interchange, and contracts. Atlanta Hilton & Tower, 273 NLRB 87 (1984).

It is clear from the record that the maintenance employees are at most semi-skilled. The duties of maintenance employees involve only the most routine maintenance projects. Any repair that requires a degree of skill beyond the routine is contracted out. There is no specific training or certification required, though the Employer seeks to hire employees who

have some experience using the basic skills required. Seemingly the most complicated work performed would be the replacement of a motor, but not coolant or a compressor in an air conditioning unit. However, the maintenance employees perform work unlike that of the other unit employees except for the night houseman. Further, there are instances of uncertain frequency in which maintenance employees are called in after their shift to attempt repairs which the night houseman cannot accomplish.

The general manager directly supervises the maintenance employees and the night houseman, while the remaining unit employees report to either the executive housekeeper or the food and beverage supervisor. The first line supervisors report to the general manager. The executive housekeeper and food and beverage supervisor can hire and recommend discharge, but the general manager has final authority as to both hiring and firing.

All employees in the maintenance, housekeeping, and food and beverage departments are subject to the same policies and procedures. They share the same employee handbook and work rules. They receive the same benefits and have the same vacation, sick and insurance plans. The employees' wage rates vary depending on their classification. Whether an employee is hired and the wage at which the employee starts is based on experience, previous training and prior hotel experience. Housekeeping personnel wage rates range from \$6.30 to \$8 per hour. The housemen's wage rate starts slightly higher because housemen are involved in the banquet setup, as well as housekeeping. It ranges from \$6.50 to \$7.50 per hour. The general manager testified that maintenance personnel wage rates range from \$7.50 to \$9 per hour.

The Employer maintains a relatively small staff and the testimony establishes that employees in different classifications work together to accomplish the task of running the hotel. Thus maintenance employees may be called on to assist housemen in setting up for banquets and housemen may assist maintenance employees in moving heavy items. However, the extent of such integration is not revealed in the record. Maintenance

employees, housemen, the executive housekeeper, and the front desk employees all have two-way radios so that they keep in contact with each other. While the housekeeping employees do not have radios, they work in rooms with telephones and they can contact the executive housekeeper when problems arise that need the attention of housemen or maintenance employees. On occasion, both maintenance employees and housemen may perform work on the grounds of the hotel such as picking up trash and, in the case of the maintenance employees, spraying for weeds. Employees in different departments frequently have contact with employees in other departments. Housekeeping and maintenance employees perform their work throughout the hotel, giving the employees in both departments the opportunity for contact with each other and with the food and beverage department employees. The maintenance, food and beverage, and front desk employees share a break area in the restaurant. Housekeeping, including the housemen, share the break area located in the laundry room.

Local 2 presented evidence that the International Union of Operating Engineers represents engineers and maintenance employees in two St. Louis area hotels. The record is incomplete as to a full description of their duties, but in both separate units the employees work with boilers or steam. Such work, not given to the maintenance employees herein, ordinarily requires specialized skills and training. This evidence is not dispositive in showing that the area-wide standard is maintenance-only units, but shows at most that the tendency is to represent skilled maintenance separately. The Employer's maintenance employees are not skilled maintenance.

Although the record demonstrated a lack of interchange between maintenance employees and the regular housekeeping department and food and beverage department employees, this fact is substantially outweighed by the extensive contact, common supervision, integration of duties, and similar terms and conditions of employment among the employees in question. In addition, the maintenance employees possess no specialized

skills, training, or certifications which might create a separate community of interest apart from the Employer's other service personnel. Furthermore, the wage rate differences are not significant enough to destroy the community of interest.

In a factually similar case, the Board found a separate unit of hotel maintenance employees to be inappropriate. In Westin Hotel, 277 NLRB 1506 (1986), the Board found that the maintenance employees shared "comparable wages, identical benefits, and other significant terms and conditions of employment with other nonmaintenance service employees." Id. at 1508. In addition, the hotel's service employees were subject to the same personnel practices. In Westin Hotel, as here, different departments were responsible for different tasks, but the Board found it sufficient that the maintenance, housekeeping, and property maintenance employees performed the similar integrated function of ensuring that the hotel's physical plant is properly maintained.

A separate unit of maintenance employees is inappropriate where the hotel's management and personnel policymaking is highly centralized and where the hotel functions as one integrated operation. These factors, along with the fact that all employees share significant terms and conditions of employment and have frequent contacts, establish that the employees share a substantial community of interest. The facts in the instant case establish that the employees of the housekeeping, maintenance, and food and beverage departments share a substantial community of interest.

Accordingly, I find a separate unit of maintenance employees is inappropriate. I further find that the following employees of the Employer constitute an appropriate unit:

All food and beverage, housekeeping and maintenance employees employed by the Employer at its St. Louis, Missouri facility, EXCLUDING office clerical and professional employees, guards and supervisors as defined in the Act.

#### **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 notice of election to be issued

subsequently, subject to the Board's Rules and Regulations. Eligible to vote are those 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 who have been discharged for cause since the strike began and who have not been rehired or reinstated before the election date, and employees engaged in an economic strike that began more than 12 months before the election date and who have been permanently replaced. Those eligible shall vote whether or not they desire to be represented for collective bargaining purposes by:

HOTEL AND RESTAURANT EMPLOYEES LOCAL 74, affiliated with HOTEL EMPLOYEES AND RESTAURANT EMPLOYEES INTERNATIONAL UNION, AFL-CIO

or

INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL 2, AFL-CIO<sup>4/</sup>

or

Neither

### **ELECTION NOTICES**

In accordance with Section 102.30 of the Board's Rules and Regulations, the Employer shall post copies of the Board's official Notice of Election in conspicuous places at least 3 full working days prior to 12:01 a.m. of the day of the election. These notices are to remain posted until the end of the election. Failure to post the election notices as required will be grounds for setting aside the election whenever proper and timely objections are filed. A party is estopped from objecting to nonposting of notices if it is responsible for the nonposting. An employer shall be conclusively deemed to have received copies of the election notice for posting unless it notifies the Regional Office at least 5 working days prior to the

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<sup>4/</sup> Both Petitioners have expressed a willingness to proceed to an election in the unit found appropriate. Since the unit is substantially larger than that sought by Local 2, if Local 2 desires to participate as a petitioner, it must within 10 days submit a sufficient showing of interest to support such status. If such additional showing of interest is not submitted, I will treat Local 2's petition and its position at hearing as a motion to intervene in Case 14-RC-12173 which will be granted.

commencement of the election that it has not received copies of the election notice. As used in this paragraph, the term “working day” means an entire 24-hour period excluding Saturdays, Sundays, and holidays.

### **LIST OF VOTERS**

In order to assure that all eligible voters may have the opportunity to be informed of the issues in the exercise of their statutory right to vote, all parties to the election should have access to a list of voters and their addresses that may be used to communicate with them. *Excelsior Underwear, Inc.*, 156 NLRB 1236 (1966); *NLRB. v. Wyman-Gordon Co.*, 394 U.S. 759 (1969). Accordingly, it is hereby directed that an eligibility list containing the *full* names and addresses of all the eligible voters must be filed by the Employer with the Regional Director for Region 14 within 7 days of the date of this Decision and Direction of Election. *North Macon Health Care Facility*, 315 NLRB 359, 361 (1994). The list must be of sufficiently large type to be clearly legible. I shall, in turn, 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 at 1222 Spruce Street, Room 8.302, Saint Louis, Missouri, on or before **July 14, 2000**. No extension of time to file this list may be granted except in extraordinary circumstances, nor shall the filing of a request for review operate to stay the filing of such list. Failure to comply with this requirement shall be grounds for setting aside the election whenever proper objections are filed. The list may be submitted by facsimile transmission. Since the list is to be made available to all parties to the election, please furnish a total of **3** copies, unless the list is submitted by facsimile, in which case no copies need be submitted. To speed preliminary checking and the voting process itself, the names should be alphabetized (overall or by department, etc.). If you have any questions, please contact the Regional Office.

## **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, D.C. 20570-0001. This request must be received by the Board in Washington by July 21, 2000.

July 7, 2000

/s/ Ralph R. Tremain  
Ralph R. Tremain, Regional Director  
National Labor Relations Board  
Region 14  
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