

UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD
REGION 19

CHENEGA LODGING, LLC d/b/a CLARION
SUITES HOTEL and PARKSTRIP ROSEGARDEN
HOTEL LLC d/b/a HAWTHORN SUITES HOTEL¹

Employer
and

Case 19-RC-14124

HOTEL EMPLOYEES AND RESTAURANT
EMPLOYEES UNION LOCAL 878, AFL-CIO

Petitioner

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, 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 record² 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.

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.

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. The following employees of the Employer constitute a unit appropriate for the purpose of collective bargaining within the meaning of Section 9(b) of the Act:

All guest service employees, including front desk clerk, night auditor, bell man, housekeeper, houseman, laundry, maintenance, maintenance assistant, food server, caterer, and dishwasher employed by the Employer at its Clarion Suites and Hawthorn Suites hotels in Anchorage, Alaska; but excluding all office clerical employees, accountants, sales administrator, administrative assistant, and guards and supervisors as defined by the Act.

¹ The name of the Employer appears as corrected at hearing.

² The Employer filed a timely brief, which has been considered.

The Employer is engaged in the operation of two hotels, Clarion Suites and Hawthorn Suites, in Anchorage, Alaska. Petitioner seeks a unit of all employees employed by the Employer at Clarion Suites. The Employer contends that the appropriate unit must also include employees employed at Hawthorn Suites.

The Employer acquired Clarion in 1997 and Hawthorn in 1998. The hotels are located about one half mile from each other on the same street (8th Avenue) in downtown Anchorage. Each hotel has 111 rooms. The hotels have separate budgets and separate payrolls. Clarion has a food court, while Hawthorn offers free breakfast. The two hotels have different property management systems (the computers at the front desks) and some, but not all, front desk clerks are trained on both. There is a single marketing plan for both hotels. For at least the past three months, a combined advertisement for both hotels has been posted at the Anchorage Airport. Currently, the same airport van, driven by a bell man, is used to transport guests to and from both hotels, although prior to three or four weeks before the hearing the Employer operated two vans. Employees at both Clarion and Hawthorn wear the same uniforms and style of name tags, which do not identify the name of the hotel.

Thomas Shepherd is general manager of both hotels. The parties stipulated that maintenance manager Jeremiah Meade, catering manager LeShane Murray-Areliano, food court supervisor Alice Shupe, and the bell captain (currently vacant) are supervisors within the meaning of the Act. Meade, Murray-Areliano, Shupe, and the bell captain directly supervise employees at both hotels. The parties also stipulated that Dionys Medina, housekeeping manager at Hawthorn, Luis Lemus, housekeeping supervisor at Hawthorn, Pedro Morales, housekeeping manager at Clarion, and Maria Perez, housekeeping supervisor at Clarion, are supervisors within the meaning of the Act.

An Employer exhibit in the record lists 66 current employees, of whom 18 have worked at least once at both hotels. The record does not reveal how often each worked at which hotel, or the period of time covered by the exhibit.

A few employees' jobs require them to regularly work at both hotels. In addition to Meade, there are two maintenance employees. Meade has an office in Clarion. The two employees spend about 80 percent of their time working together, and they take care of all the maintenance in both hotels. There is no evidence that one hotel has any greater maintenance requirements than the other. In addition, to Murray-Areliano, there is one catering employee, a set-up person. Apparently the catering function involves providing food service for special functions involving large groups of people. The catering employee does the set-up for such functions at both hotels. About 80 percent of the functions take place at Hawthorn, which has a larger ballroom.

There are seven or eight bell people. In addition to assisting guests inside the hotels, they drive the Employer's van to and from the airport. The one van provides airport shuttle service for guests of both hotels. There is conclusionary testimony, unsupported by specific evidence, that bell people regularly move back and forth between the hotels, and over a six-month period, each works about 50 percent of the time in each hotel.

A few other employees regularly work at both hotels: Zanaida Honeycutt works as night auditor at Hawthorn and front desk clerk at Clarion; Rebecca DeGroot works as front desk clerk at both hotels; Sara Wolfson works as front desk clerk at both hotels. Apparently each is assigned primarily to one hotel and works at the other once or twice a week or less. The record is vague in this regard. Minelva McGregor works in food services at both hotels, but the record does not

reveal any specifics in this regard. In addition, occasionally an employee from one hotel is sent to work in the other hotel to fill in for an absentee. There are examples of three instances of this in the record. The record does not reflect what percentage of work hours or shifts involve employees working away from their "home" location.

All employees are paid according to the same wage scale, receive the same benefits, and are subject to the same policies, operating procedures, and employee handbook. Payday is the same at both hotels. The same job descriptions are used for both hotels. New hires are told they will be cross-trained for both hotels. Employees work the same shifts in both hotels. Hawthorn employees are taken in the Employer's van to Clarion for meal breaks.

Shepherd has final authority on all terminations. He approves all pay increases. He establishes the hours of opening and closing for food service at both hotels, and established the use of industry standard shift times for employees such as front desk clerks and night auditors. He has final approval of requests for vacation time for employees in both hotels.

A single-facility unit is presumptively appropriate, but that presumption is overcome if the first group has been effectively merged into a more comprehensive unit, or is so functionally integrated with another unit that it has lost its separate identity. *J & L Plate*, 310 NLRB 429 (1993); *Dixie Belle Mills, Inc.*, 138 NLRB 629, 631 (1962). In determining whether the presumption has been rebutted, the Board looks at such factors as control over daily operations and labor relations, including extent of local autonomy; similarity of skills, functions, and working conditions; degree of employee interchange; the physical and geographical location; and bargaining history, if any. *Esco Corp.*, 298 NLRB 837, 839 (1990); *R&D Trucking*, 327 NLRB 531 (1999). In *R & D Trucking*, the Board found the single-facility presumption to be rebutted where there was a lack of local autonomy, substantial employee interchange, similarity of skills and functions, and similar terms and conditions of employment. In contrast, in *Rental Uniform Service, Inc.* 330 NLRB No. 44 (1999), the Board found the single-facility presumption to be unrebutted where there was significant local autonomy over labor relations, virtually no employee interchange, and significant geographic separation.

Here, there is evidence that there is central control over daily operations and labor relations, and there is virtually no local autonomy, in that both hotels are under the direction of a single general manager, and unit employees in both hotels in all areas except housekeeping report to the same direct supervisors. Employees in both hotels have similar skills, perform the same functions, and have the same working conditions. There is some degree of regular employee interchange: maintenance employees and the catering employee regularly work in both hotels, and bell staff, front desk, and food service employees work in both hotels as needed. The hotels are located only about half a mile apart and there is one common facility for meal breaks³. All of these factors point to a combined unit. In fact, the only factors to point the other way are the presumption, separate first-level supervision for housekeeping employees, and physically separate facilities. There is no bargaining history.

In the circumstances here, I conclude that the Employer has rebutted the single-facility presumption, and find that the appropriate unit must include employees of both hotels.

³ The record does not reflect why employees are transported for meal breaks.

There are approximately 66 employees in the unit.⁴

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 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. Those eligible shall vote whether or not they desire to be represented for collective bargaining purposes by HOTEL EMPLOYEES AND RESTAURANT EMPLOYEES UNION, LOCAL 878, AFL-CIO.

NOTICE POSTING OBLIGATIONS

According to Board Rules and Regulations, Section 103.20, Notices of Election must be posted in areas conspicuous to potential voters for a minimum of three working days prior to the date of election. Failure to follow the posting requirement may result in additional litigation should proper objections to the election be filed. Section 103.20(c) of the Board's Rules and Regulations requires an employer to notify the Board at least 5 full working days prior to 12:01 a.m. of the day of the election if it has not received copies of the election notice. *Club Demonstration Services*, 317 NLRB 349 (1995). Failure to do so estops employers from filing objections based on nonposting of the election notice.

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*, 156 NLRB 1236 (1966); *NLRB v. Wyman-Gordon Co.*, 394 U.S. 759 (1969). Accordingly, it is hereby directed that an election eligibility list, containing the alphabetized full names and addresses of all the eligible voters, must be filed by the Employer with the Resident Officer in Anchorage 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. The Region shall, in turn, make the list available to all parties to the election.

⁴ Inasmuch as I have found appropriate a unit larger than that requested by Petitioner, in accordance with established Board practice, should Petitioner not wish to participate in an election in the unit found appropriate herein, it may withdraw its petition without prejudice by giving notice to that effect to the Regional Director within ten (10) days from the date of this Decision and Direction of Election.

In order to be timely filed, such list must be received in the Anchorage Resident Office, 222 West 7th Avenue, Box #21, Anchorage, Alaska 99513, on or before August 16, 2001. 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 to (907) 271-3055. Since the list is to be made available to all parties to the election, please furnish a total of 4 copies, unless the list is submitted by facsimile, in which case only one copy need be submitted.

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. This request must be received by the Board in Washington by August 23, 2001.

DATED at Seattle, Washington this 9th day of August, 2001.

Paul Eggert, Regional Director
National Labor Relations Board
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440-3300s